

CROWN EMPLOYEES (POLICE OFFICERS - 2014) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 694 of 2015)

Before Commissioner Stanton

28 January 2016

REVIEWED AWARD

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Clause No. Subject Matter

PART A

1. Arrangement

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Section 1 - General

2. No Further Claims

- 2.1 The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal except as outlined in subclauses 2.2 and 2.3.
- 2.2 Federal legislation currently provides for the following scheduled increases to the minimum employer superannuation contribution: 0.25 % from 1 July 2014; 0.5% from 1 July 2015 and 0.5 % 1 July 2016. Should the federal government defer, in full or in part the scheduled increases in the minimum employer superannuation contributions outlined above, the parties will seek a consent variation to this Award to increase salaries and salary related allowances in accordance with the Wages Policy and the NSW Government's commitment that Officers will receive not less than 2.5% increases in remuneration per annum for the duration of the Award and they will be treated no less favourably than any other NSW Government sector employee as a result of any change to the minimum employer superannuation contribution.
- 2.3 Should the legal interpretation of the question of including superannuation increases in remuneration increases in the Re Crown Employees Wages Staff (Rates of Pay Award 2011)& ORS (2013) NSWIR Comm 53 change, with the result that the increases in the minimum employer superannuation contribution referred to in subclause 2.2 are not included in the increases in remuneration referred to in subclause 2.2, the consequences will be addressed by the parties by way of a consent variation to this Award, in accordance with the Wages Policy, the Industrial Relations (Public Service Conditions of Employment) Regulation 2014 and the NSW Government's commitment that Officers will receive not less than 2.5 % increases in remuneration per annum for the duration of the Award and they will be treated no less favourably than any other NSW government sector employee as a result of any change to the minimum employer superannuation contribution.
- 2.4 The terms of the preceding paragraphs do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

3. Definitions

- 3.1 "Officer" or "Officers" means and includes all persons appointed pursuant to the Police Act, 1990, to be a police officer member of the New South Wales Police Force, including probationary constables, who as at the date of operation of this Award were occupying a position or rank specified in this Award, or who after that date are appointed to such a position or rank, but excluding those police officers employed as members of the New South Wales Police Force Senior Executive Service.
- 3.2 "Non-Commissioned Officer" means and includes all persons defined as officers in subclause 3.1 above who are employed in a non-commissioned capacity, as prescribed by section 3, "Definitions", of the Police Act, 1990.
- 3.3 "Commissioned Officer" means and includes all persons defined as officers in subclause 3.1 above who are employed in a commissioned capacity, as prescribed by section 3, "Definitions", of the Police Act, 1990.
- 3.4 "Commissioner" means the Commissioner of Police for the State of New South Wales or any person acting in such position from time to time.
- 3.5 "Service" means continuous service. Future appointees shall be deemed to have the years of service indicated by the salaries at which they are appointed.

- 3.6 "Association" means the Police Association of New South Wales.
- 3.7 "Flexible Rostering Guidelines" means the guidelines agreed between the parties for the operation of flexible rosters, including the administration of leave, as varied from time to time by agreement.
- 3.8 "Local Arrangements" means an agreement reached at the sub-organisational level between the Commissioner and the Association in terms of clause 14, Local Arrangements of this Award.
- 3.9 "Detective" means A Non-Commissioned Officer who is designated as a Detective or is currently undertaking or prepared to undertake the Detectives Education Program and who is permanently appointed to the duty type of Criminal Investigation.
- 3.10 "Leading Senior Constable" means and includes those Non-Commissioned Officers employed by the New South Wales Police Force, who on or after the date of operation of this Award are appointed as a Leading Senior Constable in accordance with clause 41 of this Award.
- 3.11 "Domestic Violence" means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007.
- 3.12 "Police Prosecutor" means a Non-Commissioned Officer who has successfully completed the Prosecutor Education Program and is working in the Police Prosecutions Command.
- 3.13 "Wages Policy" means the NSW Government's Wages Policy outlined in the Industrial Relations (Public Service Conditions of Employment) Regulation 2014.

4. Commitment to Professional and Ethical Conduct

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

5. Anti-Discrimination

- 5.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer, and age.
- 5.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award, which by its terms or operation has a direct or indirect discriminatory effect.
- 5.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 5.4 Nothing in this clause is to be taken to affect:
- 5.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

- 5.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 5.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - 5.4.4 a party to this Award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 5.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

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

6. Inspection of Award

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

7. Existing Privileges

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

8. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 8.1 For the purpose of this clause, "salary" means;
 - 8.1.1 the "Loaded Salaries" prescribed by Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B Monetary Rates,
 - 8.1.2 the "Loaded Salaries" prescribed by Table 2 - Detectives' Salaries of PART B Monetary Rates,
 - 8.1.3 the "Loaded Salaries" prescribed by Table 3 - Police Prosecutors Salaries, of PART B Monetary Rates; or
 - 8.1.4 the salaries prescribed by Table 4 - Commissioned Officers' Salaries of PART B Monetary Rates.
- 8.2 By mutual agreement with the Commissioner, an officer may elect to package part or all of their salary in order to obtain;
 - 8.2.1 a benefit or benefits selected from those approved from time to time by the Commissioner; and
 - 8.2.2 a salary equal to the difference between the salary prescribed for the officer by subclause 8.1, and the amount specified by the Commissioner from time to time for the benefit provided to or in respect of the officer in accordance with such agreement.
- 8.3 The amount packaged, including any salary sacrifice to superannuation arrangement under subclause 8.10 to 8.14, may be up to one hundred (100) percent of the officer's salary.

- 8.3.1 Any pre tax and post tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include, but are not limited to, compulsory superannuation payment, HECS-HELP or FEE-HELP payments, child support payments, union fees and health fund premiums.
- 8.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 8.5 The agreement shall be known as a Salary Packaging Agreement.
- 8.6 Except in accordance with subclause 8.10 to 8.14, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Commissioner at the time of signing the Salary Packaging Agreement.
- 8.7 Where the officer has elected to package a part or all of their salary:
- 8.7.1 subject to Australian Taxation Law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 8.7.2 any allowances, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payment for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's salary shall be calculated by reference to the salary which would have applied to the officer in the absence of any Salary Packaging Agreement made under this Award.
- 8.8 The Commissioner may vary the range and type of benefits available from time to time following discussions with the Association. Such variations shall apply to any existing or future Salary Packaging Agreements from date of such variation.
- 8.9 The Commissioner will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Salary Packaging Agreement immediately.
- 8.10 An officer may elect to sacrifice a part or all of their salary additional to employer superannuation contributions.
- 8.11 Where the officer makes an election in terms of subclause 8.10, the officer may elect to have the amount of salary sacrificed;
- 8.11.1 paid into the superannuation scheme established under the First State Superannuation Act 1992 as an optional employer contribution; or
- 8.11.2 subject to the Commissioner's agreement, paid into another complying superannuation scheme as employer superannuation contributions.
- 8.12 Where an officer makes an election in terms of clause 8.10, the Commissioner shall pay the amount of salary, the subject of election to the relevant superannuation fund.
- 8.13 Where an officer makes an election in terms of subclause 8.10 and where the officer is a member of a superannuation scheme established under the;
- 8.13.1 Police Regulation (Superannuation) Act 1906;
- 8.13.2 Superannuation Act 1916;
- 8.13.3 State Authorities Superannuation Act 1987;

8.13.4 State Authorities Non-Contributory Superannuation Act 1987; or

8.13.5 First State Superannuation Act First 1992

The Commissioner must ensure that the amount of any additional employer superannuation contributions specified in subclause 8.10 of this clause is included in the officer's superable salary which is notified to the SAS Trustee Corporations.

- 8.14 Where an officer makes an election in terms of subclause 8.10, and where, prior to electing to sacrifice a part or all of their salary to superannuation, an officer has entered into an agreement with the Commissioner to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 8.13 of this clause, the Commissioner will continue to base contributions to that fund on the salary payable to the same extent as applied before the officer sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the Commissioner may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

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

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

10. Travelling Allowances

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

10.7 Where an officer is unable to so satisfy the Commissioner, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.

10.8 After the first 35 days and up to 6 months at a temporary location an officer in receipt of an allowance as set out in Item 1 of Table 5 of PART B Monetary Rates shall have that allowance reduced by 50% provided that the reduced allowance paid to officers located in Broken Hill shall be increased by one fifth.

10.9 Adjustment of Allowances

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

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

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

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

10.10 Production of Receipts

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

10.11 Travelling Distance

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

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

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

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

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

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

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

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

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

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

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

10.13 Review of Allowances

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

11. Provision of Quarters

- 11.1 With respect to Non-Commissioned Officers, "salary", for the purposes of this clause, means the "Loaded Salary" prescribed by Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates, or the "Base Salary" prescribed by Table 2 - Detectives' Salaries of PART B, Monetary Rates, or the "Base Salary" prescribed by Table 3 - Police Prosecutors Salaries plus the 11.5% Loading as prescribed in Clause 40 of this Award. With respect to Commissioned Officers, "salary", for the purposes of this clause, means the "all up" salaries prescribed by Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates of this Award.
- 11.2 The salary of officers as defined in subclause 11.1 above is inclusive of an amount of 3% being an allowance in lieu of quarters. Officers provided with quarters shall have deducted from their salary, as defined in subclause 11.1 above, an amount of 3% of such sum.

12. Remote Area - Living Allowances

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

13. Part Time Employment

- 13.1 Officers may be employed on a part time basis for a period of less than 38 hours per week under guidelines agreed between the parties. While 10 hours per fortnight is generally regarded as a reasonable minimum, the Commissioner may approve a lesser minimum where it is necessary for the officer to work fewer hours per fortnight.

- 13.2 Officers working under a part time arrangement shall be paid a pro rata of the relevant full time salary based on the following formula:

$$\text{Relevant Full Time Salary} \quad \times \quad \frac{\text{Average Weekly Hours Worked}}{38}$$

- 13.3 Part time employment may be worked under an ongoing arrangement (permanent part time work) or for a defined period of time (part time leave without pay).
- 13.4 Leave entitlements for part time officers shall generally be calculated on a pro rata basis in accordance with the average weekly hours worked.
- 13.5 Increments for part time officers shall be paid at the normal date with salary paid on a pro rata basis subject to the competency and performance requirements outlined in clauses 63 and 72 of this Award.

14. Local Arrangements

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

Section 2 - Leave

15. Leave Generally

- 15.1 Except as otherwise provided for in this Section the leave entitlements of officers are prescribed by Part 6 of the Police Regulation, 2015.

16. Applications for Leave

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

17. Annual Leave

- 17.1 Annual leave on full pay accrues to a Non-Commissioned Officer at the rate of 6 weeks (228 working hours) per year.
- 17.2 Annual leave on full pay accrues to a Commissioned Officer;

17.2.1 at the rate of 5 weeks (190 working hours) per year, or

17.2.2 at the rate of 6 weeks (228 working hours) if the officer qualifies for 3 or more additional working days leave in accordance with subclause 17.5 and is regularly rostered to work shift work on Sundays and Public Holidays.

17.3 Annual leave shall be debited in accordance with the ordinary hours the officer would have been rostered to work had they not been on leave. Provided further that those Commissioned Officers referred to in paragraph 17.2.1, shall be debited 7.6 hours for each working day taken as annual leave.

17.4 An officer while attached to a police station within the Western or Central Division (within the meaning of the Crown Lands Consolidation Act 1913, as in force immediately before its repeal) accrues additional annual leave on full pay at the rate of 38 working hours per year, or pro rata where only part of the year is spent attached to a police station or stations within the qualifying zones.

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

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

For the purpose of this subclause:

17.5.1 Any ordinary rostered shift, the major portion of which is worked on a Sunday or Public Holiday shall be deemed to be an ordinary shift worked on a Sunday or Public Holiday.

17.5.2 A qualifying period shall mean the period commencing 12 months from 1 December each year.

17.6 An officer shall accrue additional annual leave on full pay at the rate of 7.6 working hours for each holiday publicly observed throughout the State, other than the days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day or Boxing Day are publicly observed.

17.7 At least 2 consecutive weeks annual leave shall be taken by an officer every 12 months except where an officer has insufficient leave to credit.

17.8 Each officer shall manage their leave to ensure there is no accrual of leave above 9 weeks (342 working hours), except as provided for at subclause 17.12 - Conservation of Leave.

17.9 The Commissioner shall notify an officer in writing when the projected accrual of leave within any 12 month period will exceed 342 working hours and the officer shall (except as provided for at subclause 17.12), roster sufficient annual leave in order that their projected accrual of leave will not exceed 342 working hours.

17.10 Where insufficient annual leave has been nominated by an officer to reduce their projected leave accrual below 342 working hours, the Commissioner may direct an officer to take annual leave at any time of the year, subject to a reasonable period of notice being not less than four weeks.

17.11 As far as practicable, the Commissioner shall take into account the wishes of the officer in respect of the rostering of annual leave, but shall be required to balance the needs of the organisation with the wishes of the officer.

17.12 Conservation of Leave - If an officer is prevented by operational (as advised by their supervisor) or personal reasons from taking sufficient annual leave to maintain accrued leave at a level below 342

working hours, the Commissioner shall enter into a written agreement with the officer approving the accrual of annual leave above 342 working hours. Such agreement will include the reasons for the accrual and the manner and time at which leave will be reduced below 342 working hours.

17.13 Annual Leave will generally be taken in periods of one week or multiples of one week inclusive of any Rest Days or Recurrent Leave Days. Lesser periods of Annual Leave may be taken by agreement between the Officer and their Commander/Manager.

17.14 The Commissioner shall inform an officer in writing on a regular basis of the officer's annual leave accrual.

17.15 Termination of services

17.15.1 An officer who resigns or retires or whose services are otherwise terminated (except by death) is, on cessation of employment, entitled to be paid immediately, instead of annual leave accrued and remaining untaken, the money value of that leave as a gratuity.

17.15.2 An officer to whom paragraph 17.15.1 above applies may elect to take either the whole or part of the annual leave accrued and remaining untaken at cessation of active duty as annual leave on full pay instead of taking the money value of that leave as a gratuity.

17.15.3 If an officer has acquired a right to annual leave with pay and dies before entering on it, or after entering on it dies before its termination:

- (a) the officer's surviving spouse, or
- (b) if there is no such surviving spouse, the officer's children, or
- (c) if there is no such surviving spouse or child, a person who, in the opinion of the Commissioner, was, at the time of the officer's death, a dependant relative of the officer, is entitled to receive the money value of the leave not taken.

17.15.4 If there is a guardian of any children entitled under paragraph 17.15.3, the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.

17.15.5 If there is no person entitled under paragraph 17.15.3 to receive the money value of any leave not taken or not completed by an officer or which would have accrued to an officer, the payment is to be made to the officer's personal representatives.

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

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

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

17.16.1 Annual leave accrues in respect of any period an officer is on extended leave on full pay, but during one-half only of any period of extended leave on half pay.

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

17.17 Accrual of Annual Leave While Suspended Without Pay

- 17.17.1 Annual leave does not accrue in respect of any period an officer is suspended without pay in accordance with Regulation 52 Police Regulation 2015 except as provided at 17.17.2.
- 17.17.2 Where an officer ceases to be suspended without pay and is not terminated pursuant to s 181D of the Police Act 1990 (NSW), annual leave accrues in respect of any such period of suspension without pay.
- 17.17.3 For the purposes of this provision, pay does not include maintenance payments made under Regulation 52 (3) of Police Regulation 2015.
- 17.17.4 This clause only applies to an officer who commences a period of suspension without pay on or after the day following the making of this award.

18. Purchased Leave

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

19. Extended Leave

19.1 Except as otherwise provided for in this clause the extended leave entitlements of officers are prescribed by Part 6, Division 2 of the Police Regulation, 2015.

19.2 Entitlement To Extended Leave

19.2.1 Subject to this Clause, an officer is entitled:

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

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

- (a) there must be deducted from the amount of extended leave to which, but for this paragraph, that officer would be entitled:
 - (i) any extended leave, or leave in the nature of extended leave, and
 - (ii) the equivalent, in extended leave, of any benefit instead of extended leave or leave in the nature of extended leave, and
- (b) taken or received by that officer before that time, and
- (c) the provisions of Schedule 1 of the Government Sector Employment Regulation 2014 have effect.

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

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

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

- (a) service under the Teaching Services Act 1980, and

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

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

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

19.3 Debiting Extended Leave

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

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

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

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

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

19.4 Entitlement to Gratuity Instead of Extended Leave

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

19.5 Payment Where Officer Has Died

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

- (a) the officer's surviving spouse, or
- (b) if there is no such surviving spouse, the officer's children, or
- (c) if there is no such surviving spouse or child, a person who, in the opinion of the Commissioner, was, at the time of the officer's death, a dependant relative of the officer, is entitled to receive the money value of the leave not taken, or not completed, calculated at

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

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

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

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

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

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

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

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

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

20. Sick Leave

20.1 Except as otherwise provided for in this clause, the sick leave entitlements of officers are prescribed by Part 6, Division 8 of the Police Regulation, 2015.

20.2 Authority to grant sick leave

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

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

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

20.2.3 Payment for sick leave is subject to the Officer;

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

- (c) Providing evidence of illness as soon as practicable as required by this clause.

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

20.3 Requirements For Medical Evidence

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

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

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

20.3.3 An officer absent from duty because of illness:

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

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

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

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

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

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

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

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

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

20.4 Sick Leave Entitlements

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

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

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

20.5 Recredit Of Rest Days - Non Commissioned Officers

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

20.6 Payment During Initial Period Of Service

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

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

20.7 Procedure Where Workers Compensation Claimed

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

20.7.2 If an officer has made a claim for any such compensation, the officer may, pending the determination of that claim and subject to the provisions of this clause and to sub-paragraph

20.3.5(a) and paragraph 20.3.7, be granted by the Commissioner sick leave on full pay for which the officer is eligible, and if that claim is accepted the equivalent period of any such sick leave is to be restored to the credit of the officer.

20.7.3 If an officer who is required to submit to a medical examination under the Workers Compensation Act 1987 in relation to a claim for compensation under that Act refuses to submit to or in any way obstructs any such examination the officer is not to be granted sick leave on full pay until that examination has taken place and a medical certificate has been given indicating that the officer is not fit to resume duty.

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

- (a) a certificate is given under the Workers Compensation Act 1987 setting out the condition and fitness for employment of the officer or the kind of employment for which the officer is fit, and
 - (b) the Commissioner makes available to the officer employment falling within the terms of that certificate, and
 - (c) the officer refuses or fails to resume or perform the employment so provided,
- all payments in accordance with this clause are to cease from the date of that refusal or failure.

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

20.8 Procedure Where Other Claim Has Been Made.

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

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

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

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

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

21. Sick Leave to Care for a Family Member

21.1 Where family and community service leave provided in clause 29 is exhausted, an officer with responsibilities in relation to a category of person set out in paragraph 21.1.3 of this clause who needs the officer's care and support, may elect to use available paid sick leave, subject to the conditions

specified in this subclause, to provide such care and support when a family member is ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single shift.

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

21.1.2 The officer shall, if required,

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

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

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

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

a spouse of the officer, or

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

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

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

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

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

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

22. Maternity Leave

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

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

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

- 22.2 An officer who has been granted Maternity Leave may, with the permission of the Commissioner, take leave after the actual date of birth:
 - 22.2.1 full-time for a period of up to 12 months; or
 - 22.2.2 part-time for a period of up to 2 years; or
 - 22.2.3 as a combination of full-time and part-time over a proportionate period up to two years.
- 22.3 An officer who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 22.4 An officer who resumes duty before her child's first birthday or on the expiration of 12 months from the date of birth of her child shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.
- 22.5 If the position occupied by the officer immediately prior to the taking of maternity leave has ceased to exist, but there are other positions available that the officer is qualified for and is capable of performing, the officer shall be appointed to a position of the same rank as the officer's former position.
- 22.6 An officer who:
 - 22.6.1 applied for maternity leave within the time and in the manner determined by the Commissioner; and
 - 22.6.2 prior to the expected date of birth, completed not less than 40 weeks' continuous service, shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks or the period of maternity leave taken, whichever is the lesser period, from the date maternity leave commences.
- 22.7 Except as provided in subclause 22.6 of this clause, maternity leave shall be granted without pay.

23. Parental Leave

- 23.1 Parental Leave shall be granted as follows:
 - 23.1.1 Short Term Parental leave - an unbroken period of up to one week at the time of the birth of the child or other termination of the pregnancy. See also paragraph 25.1.1 Right to Request Additional Maternity, Parental or Adoption Leave.
 - 23.1.2 Extended Parental leave - not exceeding 12 months. Further Parental Leave may be granted in terms outlined under paragraph 25.1.2 Right to Request Additional Maternity, Parental or Adoption Leave.
- 23.2 Extended Parental leave may commence at any time up to 2 years from the date of birth or adoption of the child.
- 23.3 Extended Parental leave:
 - 23.3.1 may be taken full-time for a period not exceeding 12 months, or
 - 23.3.2 may be taken part-time over a period not exceeding 2 years, or
 - 23.3.3 may be taken partly full-time and partly part-time over a proportionate period.
 - 23.3.4 Extended Parental leave may then continue under the terms outlined in paragraph 25.1.3 of subclause 25.1 Right to Request Additional, Maternity, Parental or Adoption Leave.
- 23.4 An officer who resumes duty immediately on the expiration of parental leave:

- 23.4.1 if the position occupied by the officer immediately before the commencement of that leave still exists, is entitled to be placed in that position, or
 - 23.4.2 if the position so occupied by the officer has ceased to exist, is entitled to be appointed (subject to the availability of other suitable positions) to another position for which the officer is qualified.
- 23.5 An officer who;
- 23.5.1 applied for parental leave within the time and in the manner determined by the Commissioner; and
 - 23.5.2 prior to the expected date of birth or adoption, completed not less than 40 weeks' continuous service, shall be paid at the ordinary rate of pay for a period not exceeding 1 week or the period of parental leave taken, whichever is the lesser period.
- 23.6 Except as provided in subclause 23.5 of this clause, parental leave is to be granted without pay.

24. Adoption Leave

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

24.6.1 applies for adoption leave within such time and in such manner as the Commissioner may from time to time determine, and

24.6.2 prior to the commencement of adoption leave, completes not less than 40 weeks' continuous service,

is entitled to payment at her or his ordinary rate of pay for a period of 14 weeks of adoption leave or the period of adoption leave taken, whichever is the shorter period.

25. Right to Request Additional Maternity, Parental or Adoption Leave

25.1 An officer who has been granted maternity, parental, or adoption leave in accordance with clauses 22, 23 or 24 of this Award may make a request to the Commissioner to;

25.1.1 extend a period of short term parental leave as provided for in subclause 23.1 of this Award to an unbroken period of 8 weeks;

25.1.2 extend the period of unpaid maternity, parental, or adoption leave for a further continuous period of leave not exceeding 12 months;

25.1.3 return from a period of full time maternity, parental or adoption leave on a part time basis until the child reaches school age;

to assist the officer in reconciling work and parental responsibilities.

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

26. Communication During Maternity, Parental or Adoption Leave

26.1 Where an officer is on maternity, parental or adoption leave and a definite decision has been made to introduce significant change at the workplace, the Commissioner shall take reasonable steps to;

26.1.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the officer held before commencing maternity, parental or adoption leave; and

26.1.2 provide an opportunity for the officer to discuss any significant effect the change will have on the status or responsibility level of the position the officer held before commencing maternity, parental or adoption leave.

26.2 The officer shall take reasonable steps to inform the Commissioner about any significant matter that will affect the officer's decision regarding the duration of maternity, parental or adoption leave to be taken, whether the officer intends to return to work and whether the officer intends to return to work on a part-time basis.

26.3 The officer shall also notify the Commissioner of changes of address or other contact details which might affect the Commissioner's capacity to comply with subclause 26.1.

27. Accrual of Leave While On Maternity, Parental or Adoption Leave

27.1 For the purpose of accrual of leave by an officer:

27.1.1 any period of maternity leave or adoption leave in respect of which payment was made at the rate of full pay is to be counted as service, and

27.1.2 half of any period of maternity leave or adoption leave in respect of which payment was made at the rate of half pay is to be counted as service.

27.2 For the purpose of accrual of leave by an officer, any period of maternity leave, adoption leave or parental leave taken as leave without pay is not to be counted as service except as provided by clause 19, Extended Leave.

28. Incremental Progression While On Maternity Leave, Adoption Leave or Parental Leave

28.1 For the purpose of payment of any increment to an officer:

28.1.1 a period of maternity leave or adoption leave in respect of which payment was made at the rate of full pay or half pay is to be counted as service, and

28.1.2 a period of any maternity leave, adoption leave or parental leave without pay is not to be counted as service.

29. Family and Community Service Leave

29.1 The Commissioner shall, in the case of emergencies or in personal or domestic circumstances, grant to an officer some or all of the available family and community service leave on full pay.

29.2 Such cases may include but not be limited to the following:

29.2.1 compassionate grounds - such as the death or illness of a close member of the family or an officer or the officer's household;

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

29.2.3 emergency or weather conditions - such as when flood, fire or snow etc. threaten property and/or prevent an officer from reporting for duty;

29.2.4 other personal circumstances - such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;

29.3 An officer is not to be granted family and community service leave for attendance at court to answer a criminal charge unless the Commissioner approves the grant of leave in the particular case.

29.4 The maximum amount of family and community service leave on full pay that may be granted to an officer is:

29.4.1 two and a half working days (19 working hours) during the first year of service, and 5 working days (38 working hours) in any period of 2 years after the first year of service, or;

29.4.2 after the completion of 2 years service, 7.6 working hours for each completed year of service on or after 1 January 1995 and 8 working hours for each completed year of service prior to 1 January 1995, less any period of family and community service leave already taken by the officer.

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

29.6 The Commissioner may grant up to 5 working days' (38 working hours) family and community service leave without pay to an officer in any period of one year if the amount of paid family and community service leave available to the officer for that period has been used.

- 29.7 The amount of any family and community service leave without pay that may be granted under paragraph 29.6 in any period of one year is to be reduced by the amount of any paid family and community service leave already taken by the officer in the same period.

30. Leave Without Pay

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

31. Military Leave

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

- 31.7 During a period of Military Leave Top up Pay, an officer will continue to accrue sick leave, annual leave and extended leave entitlements, and the NSW Police Force is to continue to make superannuation contributions at the normal rate.
- 31.8 At the expiration of military leave in accordance with subclause 31.3 or 31.4 of this clause, the officer shall furnish to the Commissioner a certificate of attendance and details of the staff members reservist pay signed by the commanding officer or other responsible officer.

32. Special Leave

- 32.1 Special leave on full pay is to be granted to officers:
- 32.1.1 for the purpose of attending at any examination under the Police Act 1990 or the Police Regulation 2015, and
- 32.1.2 up to a maximum of 38 working hours in any 1 year for the purpose of attending at any other examination approved by the Commissioner for the purposes of this subclause.
- 32.2 Special leave granted under subclause 32.1 for the purposes of attending at an examination is to include leave for any necessary travel to or from the place at which the examination is held.
- 32.3 Special leave on full pay may be granted to officers for such other purposes and during such periods and subject to such conditions as may be determined from time to time by the Secretary for the Treasury.
- 32.4 Matters arising from domestic violence situations.

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

33. Leave for Matters Arising from Domestic Violence

- 33.1 The Definition of domestic violence is found in clause 3.11 of this award.
- 33.2 Leave entitlements provided for in clause 29, Family and Community Service Leave, clause 20, Sick Leave and clause 21, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- 33.3 Where the leave entitlements referred to in subclause 33.2 are exhausted, The Commissioner shall grant Special Leave as per clause 32.4
- 33.4 The Commissioner will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the NSW Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 33.5 Personal information concerning domestic violence will be kept confidential by the NSW Police Force.
- 33.6 The Commissioner, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.
- 33.7 Where an application for leave includes information that identifies a situation of domestic or other violence, police officers and managers will also discharge their duty as required under the Code of Conduct for the NSW Police Force Response to Domestic and Family Violence, as it is amended from time to time, in order to meet their obligations to provide victims the best possible protection.

Section 3 - Association Activities

34. Association Activities Regarded as Special Leave

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

35. Association Activities Regarded as on Duty

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

- (e) distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

36. Association Training Courses

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

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

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

Section 4 Non-Commissioned Officers

37. Salaries (Other than Detectives and Police Prosecutors)

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

38. Salaries (Detectives)

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

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

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

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

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

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

38.3 Non-Commissioned Officers who are classified as Constable Level 2, Constable Level 3, Senior Constable Level 6 (more than 1 year's service on level 6) shall, as at the date of transition to the Detectives' salary scale, be entitled to their next increment 12 months from the date of such transition. All other Non-Commissioned Officers who are permanently appointed as a Detective shall retain their existing increment date.

38.4 A Non-Commissioned Officer who ceases to be a Detective shall revert to the rank and increment level he or she would have otherwise occupied had they not been appointed as a Detective. This does not preclude action under section 173 of the Police Act 1990.

38.5 No directed transfers (involuntary) out of a criminal investigation position are to occur without reference to and approval of the Commander, Human Resources.

39. Salaries (Police Prosecutors)

39.1 Subject to the Police Act 1990 and Regulations, and to the provisions of clause 63, Competency Based Incremental Progression (Non-Commissioned Officers) of this Award, a Police Prosecutor shall, according to the rank held and the incremental level achieved, be paid a base salary of not less than the amounts prescribed in Table 3 - Police Prosecutors Salaries of PART B, Monetary Rates from the first

pay period on or after 29 March 2012. In addition to their base salary Prosecutors shall be paid the following allowances in the nature of salary:

39.1.1 the Loading prescribed by Clause 40 Loading of this Award; and

39.1.2 an allowance equivalent to a Grade 4 (5 years after permanent appointment) Special Duties Allowance as prescribed in Table 9 - Special Duties Allowances (Non-Commissioned Officers) of PART B Monetary Rates; and

39.1.3 the allowance as prescribed in Table 8 - Prosecutors' Special Allowance of PART B Monetary Rates.

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

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

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

40. Loading

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

41. Leading Senior Constables

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

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

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

42. Special Duties Allowance

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

42.2 Gradings

Grade 1

Trainee Prosecutor, Legal Services

Part Time Rescue/Bomb Operator, State Protection Group

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

Breath Analysis Operative, Breath Analysis and Research Unit

Highway Patrol Officer, Local Area Commands and Traffic Services

Policy Officer, Traffic Policy

Analyst/Senior Analyst Workforce Planning, Human Resource Services

Surveillance Operative, State Surveillance Branch, Special Services Group

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

Senior Operations Officer, Communications

Negotiator Part time, Local Area Commands and Specialist Sections

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

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

Instructor, Mounted Police Unit

Covert Investigation Unit, Professional Standards Command

Grade 2

Armoury Technician, Armoury, State Protection Group

Investigator, Crash Investigation Unit

Diver, Police Diving Unit

Teacher, Driving Instructor, Police Driver, Education and Training

Engineering Investigator, Engineering Investigation Unit, Forensic Services Group

Master Class V, Marine Area Command

Incident Reconstruction Operative, Forensic Services Group

STIB Operative, State Technical Investigation Branch, Special Services Group

Teacher, Foundational Studies, Education and Training,

Teacher, Continuing Education, Education and Training

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

Technical Officer, Metropolitan Radio Network

Technical Officer, Radar Engineering Unit

Grade 3

Crime Scene Examiner, Forensic Services Group

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

Document Examiner, Forensic Services Group

Finger Print Technician, Forensic Services Group

Firearms/Ballistics Examiner, Forensic Services Group

Operative, Tactical Operations Unit, State Protection Group

Rescue/Bomb Operator State Protection Group

Criminal Profiler, Practitioner, Crime Faculty

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

Grade 4

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

Employment Law Unit, Legal Advice Team, Office of the General Counsel

- 42.3 Any Non-Commissioned Officer classified as a Detective or a Police Prosecutor, as defined in clause 3, Definitions, shall not be entitled to any Special Duties Allowance.
- 42.4 Any Non-Commissioned Officer who is paid the Forensic Services Group Expert Allowance pursuant to clause 43 shall not be entitled to any Special Duties Allowance.

43. Forensic Services Group Expert Allowance

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

43.1.1 a Non-Commissioned Officer obtains expert recognition, or

43.1.2 29 March 2012,

whichever is the later.

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

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

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

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

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

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

44.2 Individual applications will be assessed against objective criteria by a committee made up of the NSW Police Force and Police Association of NSW representatives.

44.3 Payment will be subject to approval by the Region Commander and Assistant Commissioner State Crime Command.

45. Professional/Academic Qualification Allowance

45.1 In addition to the rates prescribed for Non-Commissioned Officers by clause 37 Salaries (Other than Detectives and Police Prosecutors), clause 38 Salaries (Detectives), clause 39 Salaries (Police Prosecutors) and clause 40, Loading of this Award a Non-Commissioned Officer who possesses a qualification set out hereunder shall, on the determination of the Commissioner, be paid the appropriate allowance prescribed in Table 11 - Professional/Academic Qualification Allowance (Constable or Senior Constable) of PART B, Monetary Rates of this Award.

- 45.2 Non-Commissioned Officers shall only be entitled to the payment of one allowance, namely the highest, depending upon the qualification held.
- 45.3 On and from the beginning of the first full pay period to commence on or after 1 January 2002 the Professional/Academic Qualification Allowances prescribed by this clause shall only apply to Non-Commissioned Officers of and below the rank of Senior Constable who hold vocationally relevant degrees provided that:
- 45.3.1 Vocational relevance will be at the discretion of the Tertiary Scholarship Review Committee;
- 45.3.2 Relevant degrees will not include degrees achieved under any program whereby the New South Wales Police Force meets the course fees including HECS-HELP or FEE-HELP (other than by way of reimbursement under the Tertiary Scholarship Scheme), or provides for the course to be undertaken in normal working time or as study leave, (as opposed to the normal provisions of study time being applied), nor in circumstances where the New South Wales Police Force meets the costs associated with the undertaking of the course or a series of courses, including accommodation costs;
- 45.3.3 Payment of the Professional/Academic Qualification Allowance shall cease when a Non-Commissioned Officer achieves their first merit-based promotion.
- 45.3.4 Payment of the Professional/Academic Qualifications Allowance shall be suspended for any period a Non-Commissioned Officer is temporarily appointed to the rank of Sergeant and above pursuant to section 67 of the Police Act, 1990.

46. Special Operations Allowance

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

47. On Call Allowances

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

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

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

48. Hours of Duty

- 48.1 The ordinary hours of duty for all Non-Commissioned Officers exclusive of meal breaks shall not exceed, on average, 38 hours per week and shall be worked from Sunday to Saturday inclusive.
- 48.2 The 38 hour week shall be maintained by the general application of flexible rostering which is characterised by Non-Commissioned Officers working an average of 38 hours per week over an approved roster period consistent with flexible rostering guidelines that are agreed between the parties.
- 48.3 In accordance with the flexible rostering guidelines the development of an appropriate roster is subject to the agreement of the relevant Commander/Manager and a simple majority of the Non-Commissioned Officers involved.
- 48.4 Non-Commissioned Officers shall be entitled to two (2) rest days in each seven calendar days, or four rest days in each fourteen (14) calendar days.
- 48.5 Rosters shall provide Non-Commissioned Officers with an average of 1 complete Sunday off per fortnight and 1 complete weekend per month off duty, as a minimum.
- 48.6 Rosters shall be arranged as far as practicable to give at least seven (7) days notice of the particular day or days to be allotted as rest days.
- 48.7 A Non-Commissioned Officer shall, if practicable, be given at least 24 hours notice of a change of rostered shift, or the proposed deferment or cancellation of any rest day. A Non-Commissioned Officer required to perform a shift on a rostered rest day who is not notified of such change of rostered duty at least 24 hours before the commencement of the altered shift shall be paid at the overtime rate specified in clause 51 of this Award for the performance of duty on that shift in lieu of being granted an alternate rest day.
- 48.8 The roster of each Non-Commissioned Officer shall, as far as practicable, be arranged so as to allow at least ten (10) hours between the termination of one rostered shift and the commencement of the next rostered shift. Should a Non-Commissioned Officer not be allowed such a break then that period of the shift which falls within the ten (10) hour break shall be paid at the rate of time and one half (i.e. half time in addition to ordinary rate). Provided further that this subclause shall not apply to the day of changeover from cycles of rostered shifts.
- 48.9 Non-Commissioned Officers shall not be directed to work broken shifts.

49. Shift Allowance

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

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

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

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

Where:

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

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

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

H = Number of ordinary hours in the shift.

49.3 For the purpose of making a claim for payment, the shifts attracting a 10% allowance shall be known as a "C" shift; the shifts attracting an allowance of 15% shall be known as an "A" shift; and the shifts attracting an allowance of 17.5% shall be known as a "B" shift.

49.4 A Non-Commissioned Officer shall not be required to work a full "B" shift for more than seven shifts in any period of 21 days unless payment is made at the rate of time and one half (i.e. a half time in addition to ordinary rate) for the period of each of the rostered shifts exceeding seven and payment is made at the rate of double time for all overtime on any shift.

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

50. Meals

50.1 A Non-Commissioned Officer shall be allowed an unbroken period of not less than thirty minutes each shift for meals.

50.2 A Non-Commissioned Officer shall not normally be required to work more than five hours without a meal break. Provided that where shifts in excess of 10 hours are worked the additional meal break, brought about by the operation of this subclause, shall be a paid crib break of no more than 20 minutes duration.

50.3 A Non-Commissioned Officer who actually incurs expense in purchasing a meal:

50.3.1 when they have worked more than one half hour beyond the completion of a rostered shift or;

50.3.2 where they have performed duty at a place where no reasonable facilities were available for partaking of a meal; or

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

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

51. Overtime

51.1 All overtime worked by a Non-Commissioned Officer outside of the ordinary hours of work prescribed by clause 48 Hours of Duty, shall be at the rate of time and one half for the first two hours and double time thereafter, such double time to continue until completion of the overtime work. Provided that a Non-Commissioned Officer who works overtime on a public holiday prescribed in clause 62, Public

Holidays, shall be paid for such time at the rate of double time for the first two hours and double time and one half thereafter. Except as provided for in this subclause or subclause 51.8, in computing overtime, each day's work shall stand alone.

- 51.2 Overtime shall be calculated to the nearest quarter hour provided that periods of less than a quarter hour shall not be counted.
- 51.3 Overtime for Non-Commissioned Officers shall be calculated on an hourly rate of pay assessed on total annual salary of a Non-Commissioned Officer comprising the rate of salary prescribed by Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries of PART B, Monetary Rates and those allowances, excluding the loading prescribed by clause 40 Loading of this Award, which constitute salary and attract superannuation deductions.
- 51.4 In lieu of the provisions of sub-clause 51.3 above;
- 51.4.1 overtime for Detectives shall be calculated on an hourly rate of pay assessed on total annual salary of a Detective comprising the rate of base salary prescribed by Table 2 - Detectives' Salaries of PART B, Monetary Rates and those allowances that constitute salary and attract superannuation deductions excluding the loading prescribed by clause 40 Loading of this Award and excluding the Allowance prescribed by Table 7 - Detectives' Special Allowance - PART B, Monetary Rates, and
- 51.4.2 overtime for Police Prosecutors shall be calculated on an hourly rate of pay assessed on total annual salary of a Police Prosecutor comprising the rate of base salary prescribed by Table 3 - Police Prosecutors Salaries of PART B, Monetary Rates, and those allowances that constitute salary and attract superannuation deductions excluding the loading prescribed by clause 40 Loading of this Award and excluding the Allowance prescribed by Table 8 - Prosecutors' Special Allowance - PART B, Monetary Rates
- 51.5 Time spent travelling shall not be calculated as overtime for the purpose of this clause unless a Non-Commissioned officer is performing a specific task (e.g. prisoner or money escort.)
- 51.6 Approval to work overtime shall be obtained from the appropriate delegated officer at the time, or where this is not feasible, the circumstances shall be reported at the first available opportunity to the appropriate officer who shall, if the working of overtime was justified, certify that the work was necessarily performed.
- 51.7 Where a Non-Commissioned Officer works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least ten (10) consecutive hours off duty between these times, they shall be released after the completion of such overtime until the Non-Commissioned officer has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

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

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

52. Recall to Duty

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

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

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

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

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

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

52.2 A Non-Commissioned Officer recalled to duty shall be paid, subject to subclause 51.7, Overtime, for the time worked on such recall to duty between normal rostered shifts a minimum of three hours at the overtime rate specified in subclause 51.1, Overtime for each time they are recalled, except where such duty is continuous with the commencement of the next rostered shift.

52.3 A Non-Commissioned Officer recalled to duty within three hours of the commencement of the next rostered shift shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such shift.

52.4 The minimum period for the payment of overtime worked specified in subclause 51.2, Overtime shall not apply to entitlements under this clause.

52.5 A Non-Commissioned Officer who performs the duty for which they are recalled within the minimum period of three hours shall not be required to undertake any additional duty for the remainder of the three hour period.

52.6 A Non-Commissioned Officer recalled to duty whose period of duty and travel to and from the place where duty is performed exceeds three hours shall, in addition to payment for the recall to duty, be compensated at the rate specified for travelling time in clause 58, Travelling Time for any period of travel exceeding one hour.

52.7 In the case of multiple recalls to duty a Non-Commissioned Officer will be compensated by payment of the minimum of three hours for each recall provided either:

52.7.1 a lapse of at least one hour in time has occurred between the completion of the previous paid recall and the time of the subsequent recall; or

52.7.2 the Non-Commissioned Officer is required to arise from bed and a lapse of at least 20 minutes has occurred between the completion of duty performed on the previous paid recall and the time of the subsequent recall.

52.8 Recall During Annual and Extended Leave

52.8.1 A Non-Commissioned Officer recalled to duty during any period of annual or extended leave may elect to be recredited with a full day's leave for each day or part thereof involved in the recall to duty or to be paid a minimum of eight hours at the rate of time and one half for each day or part thereof. (i.e. time and one half in addition to ordinary rate.) For the purpose of this subclause a full day's leave shall equate to an ordinary rostered shift in accordance with the agreed flexible roster under which the Non-Commissioned Officer is working at the time the leave is taken.

52.8.2 Time worked in excess of eight hours on any recall to duty during annual or extended leave shall be compensated at the rate of double time.

52.8.3 Travelling time incurred in any recall to duty from annual or extended leave which falls outside the minimum eight hours granted under paragraph 52.8.1 above shall be compensated at the rate of ordinary time.

52.9 Recall on Public Holiday

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

52.10 Recall on Rest or Recurrent Leave Day

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

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

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

53. Court Attendance Between Shifts

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

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

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

53.2.2 a meal allowance at the appropriate rate.

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

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

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

54. Lockup Keepers' or Sole Detective's Recall

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

- 54.1 A Non-Commissioned Officer will be paid for a minimum period of one hour at the rate of time and one half when that officer is recalled to answer telephone or door calls between the hours of 11 pm and 8 am. Provided that in the case of a Non-Commissioned Officer required to work a full shift, commencing at or after 4 pm and before 4 am, an equivalent period of sleep (i.e. 9 hours) upon the termination of that duty will be recognised for payment of telephone/door calls in the manner prescribed above.
- 54.2 A Non-Commissioned Officer will be paid a minimum period of one hour at the rate of time and one half when he/she is required to leave the residence and enter the lockup for purposes such as consulting or making entries in official records, or, in the case of a Lockup Keeper, receiving charges preferred by any police officer.
- 54.3 The provisions of subclauses 54.1 and 54.2 above will also apply in cases where a Non-Commissioned Officer other than the Lockup Keeper or Sole Detective undertakes the duties of the Lockup Keeper or Sole Detective and is similarly recalled.
- 54.4 Where a recall to duty mentioned in subclauses 54.1, 54.2 and 54.3 above is within one hour of the commencement of the next rostered shift a Non-Commissioned Officer will be paid at the rate of time and one half for the time of recall to the time of commencement of such shift.
- 54.5 A Non-Commissioned Officer will be paid for a minimum of three hours, subject to subclause 51.7, Overtime, at the overtime rate specified in subclause 51.1, Overtime each time the duty performed involves leaving the residence or lockup and proceeding to any other place than the police office, whether such place is in the same building as the lockup or adjacent premises.
- 54.6 Where the recall to duty mentioned in subclause 54.5 above is within three hours of the commencement of the next rostered shift a Non-Commissioned Officer will be paid at the overtime rate specified in subclause 51.1, Overtime from the time of recall to the time of commencement of such shift.
- 54.7 In the case of multiple recalls a Non-Commissioned Officer will be compensated by payment for the minimum prescribed in this clause for each recall provided that either:
 - 54.7.1 a lapse of at least one hour in time has occurred between the completion of the duty performed on the previous paid recall and the time of the subsequent recall; or
 - 54.7.2 the Non-Commissioned Officer is required to arise from bed and a lapse of at least 20 minutes has occurred between the completion of duty performed on the previous paid recall and the time of the subsequent recall. Provided further that the same time restrictions prescribed in subclause 54.1 shall also apply in the case of multiple telephone/door calls.
- 54.8 The provision of subclauses 52.2, 52.3, 52.7, 52.9, Recall to Duty, shall not apply to this clause. Provided that the provisions of paragraphs 52.8.1 and 52.8.3 shall only apply in the case of recalls which attract a minimum of 3 hours payment.

55. On Call Detectives Recall

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

- 55.1 A Non-Commissioned Officer engaged as an on call Detective, as provided in subclause 47.1, On Call Allowance, will be paid for a minimum period of one hour at the rate of time and one half when that officer is recalled to answer duty related telephone or door calls whilst rostered on call.
- 55.2 Where the recall mentioned in subclause 55.1 above is within one hour of the commencement of the next rostered shift a Non-Commissioned Officer will be paid at the rate of time and one half from the time of the recall to the time of commencement of such shift.
- 55.3 Where the recall mentioned in subclause 55.1 exceeds one hour, through a protracted telephone call or the necessity of the officer to make further inquiries which are work related and directly related to the initial phone call received, payment will continue at the rate of time and one half until the finalisation of inquiries. In such case payment should be calculated to the nearest quarter hour. Periods of less than a quarter of an hour are to be disregarded.
- 55.4 In the case of multiple recalls a Non-Commissioned Officer will be compensated by payment for the minimum period prescribed in this clause for each recall provided that either;
- 55.4.1 a lapse of at least one hour in time has occurred between the completion of the duty performed on the previous paid recall and the time of the subsequent recall; or
- 55.4.2 the Non-Commissioned Officer is required to arise from bed and a lapse of at least 20 minutes has occurred between the completion of duty performed on the previous paid recall and the time of the subsequent recall.
- 55.5 For the purpose of this clause an On Call Detective shall mean a Non-Commissioned Officer who is a designated Detective and permanently appointed to criminal investigation duty. It shall also apply to Non-Commissioned Officers who are non-designated but are permanently appointed to criminal investigation duties for the purpose of achieving designation as a Detective.
- 55.6 An On Call Detective shall also mean a Non-Commissioned Officer who has been temporarily transferred or seconded to criminal investigation duties, and has been rostered on call in that capacity.
- 55.7 A Non-Commissioned Officer engaged as an on-call Detective who is recalled to duty away from their home but is called off before arriving at the place where duty is to be performed shall be paid in accordance the provisions of this clause for all time spent travelling in connection with the recall. Such payment shall be in lieu of any entitlement under clause 52, Recall to Duty.

56. On Call Telephone Recall (Other Than Detectives)

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

57. Penalty Provisions Not Cumulative

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

58. Travelling Time

- 58.1 Travelling time for Non-Commissioned Officers shall be compensated by payment at the ordinary time rates on an hour for hour basis up to a maximum of 8 hours in any period of 24 hours.
- 58.2 Travelling time shall mean the time spent in the movement of a Non-Commissioned Officer from one locality to another where the primary objective of the journey is the movement of that Non-Commissioned Officer to the latter locality and no specific task other than travelling is directed in advance to be performed by that Non-Commissioned Officer during that period.
- 58.3 A Non-Commissioned Officer will not be regarded as performing a specific task in terms of the definition of travelling time unless their task is the acceptance of responsibilities other than:
- 58.3.1 Driving a vehicle used for police purposes (except in the case of a non-commissioned officer whose main official function is the driving of vehicles used for police purposes).
- 58.3.2 Monitoring police radio broadcasts on the equipment installed in a vehicle used for police purposes (except in the case of a Non-Commissioned Officer whose main official function is the monitoring of police radio broadcasts).
- 58.4 Travelling time will not apply in respect of:
- 58.4.1 Any period of travel during the rostered shift of a Non-Commissioned Officer or any period during which overtime accrues.
- 58.4.2 Any period of travel between the home of a Non-Commissioned Officer and their place of attachment - provided further that where a Non-Commissioned Officer is directed to perform duty at a Section, Branch or Station or other locality other than that to which the Non-Commissioned Officer is attached, the travelling time to and from that Section, Branch or Station or other locality which exceeds that taken in travelling time between their home and their place of attachment shall be compensated in terms of subclause 58.1 above.
- 58.4.3 Any period where a Non-Commissioned Officer is travelling by ship upon which meals and accommodation are provided and by train between the hours of 11pm and 8am when sleeping accommodation is provided.
- 58.4.4 Any period of travel by a Non-Commissioned Officer proceeding on transfer, temporary transfer or interchange duty.
- 58.4.5 Any period of travel by a Non-Commissioned Officer recalled to duty in terms of subclause 52.1, Recall to Duty. Provided that any Non-Commissioned Officer so recalled to duty who resides at such a distance from the place to which they are recalled that they cannot reasonably travel from their place of residence and return to their residence within the minimum of 3 hours shall be paid at ordinary time rates for all time spent travelling in connection with such recall in excess of one hour.
- 58.4.6 Any period of travel by metropolitan officers to or from non-residential in-service training courses where such courses are conducted within the metropolitan area.
- 58.4.7 Any period between the arrival of a Non-Commissioned Officer at their destination or a place on route to their destination where accommodation is provided and the departure from their destination or the place en route to their destination. Provided further that on the day of arrival of a Non-Commissioned Officer at their destination and on the day of departure from their destination for the journey home or place of attachment she/he will be compensated in terms of subclause 58.1 for one third of the period:
- (a) Between the time of arrival and commencement of duty or rostered shift;
- (b) Between the time of completion of duty or rostered shift and time of departure.

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

- 58.5 Where a Non-Commissioned Officer performs duty at a place other than the Station, Section or Branch to which they are attached, the time taken travelling to and from such place in excess of normal travelling time between their home and place of attachment shall be compensated by payment at the travelling time rate, as specified in subclause 58.1.
- 58.6 A Non-Commissioned Officer travelling in accordance with subclause 58.5 above shall be entitled to recover from the New South Wales Police Force the cost of any fares in excess of those normally incurred in travelling between their home and place of attachment.

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

- 59.1 A Non-Commissioned Officer may elect, with the approval of their commander/manager, to take time off in lieu of payment for their entitlements under the provisions of Clause 51 Overtime, or Clause 58 Travelling Time.
- 59.2 When a Non-Commissioned Officer works any overtime or incurs any travelling time they may aggregate the entitlements in respect of such overtime or travelling time and elect to take time off in lieu of payment for those entitlements.
- 59.3 Time off in lieu shall be calculated at the same rate that would have applied to the payment of overtime and travelling time in terms of clauses 51 and 58.
- 59.4 Time off in lieu shall generally be taken when sufficient time has been accrued to enable a full shift or multiples thereof, to be taken off duty. Time off in lieu may be combined with other forms of leave to enable a full shift to be taken off duty. Subject to operational convenience a commander/manager may approve applications for time off in lieu of less than a full shift.
- 59.5 Subject to the provisions of this clause Non-Commissioned Officers who have an entitlement to overtime or travelling time may elect to take part of their entitlement as time off in lieu and receive payment for the remaining portion of the entitlement. A Non-Commissioned Officer cannot be compelled to take time off in lieu of payment for overtime or travelling time.
- 59.6 Unless otherwise approved by the Commissioner, the maximum amount of time off in lieu accrued by a Non-Commissioned Officer shall not exceed 48 hours. Where a Non-Commissioned Officer has exceeded the accrual limit prescribed by this subclause no further applications for time off in lieu shall be approved until a suitable reduction has been made to the total time off in lieu entitlement.

60. Relieving Duty

- 60.1 Any constable relieving a Sergeant or Senior Sergeant for not less than 1 week during such period performing the duties of the relieved officer shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Sergeant 1st Year.
- 60.2 Any Sergeant relieving a Senior Sergeant for a period of not less than 1 week and during such period performing the duties of the relieved officer shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this award for a Senior Sergeant 1st Year.
- 60.3 Any Constable, Detective or Police Prosecutor relieving a Detective Sergeant or Detective Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Detective Sergeant 1st Year
- 60.4 Any Sergeant, Detective Sergeant, or Prosecutor Sergeant relieving a Detective Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer shall be paid for

the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Detective Senior Sergeant 1st Year.

- 60.5 Any Constable, Detective Constable or Police Prosecutor Constable relieving a Prosecutor Sergeant or Prosecutor Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Prosecutor Sergeant 1st Year.
- 60.6 Any Sergeant, Detective Sergeant or Prosecutor Sergeant relieving a Prosecutor Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Prosecutor Senior Sergeant 1st year
- 60.7 Any Non-Commissioned Officer relieving a Commissioned Officer for not less than one week and during such period of relief performing the duties of the relieved officer, shall be paid for the whole period of relief an allowance at the rate of the difference between their salary and the salary fixed by this Award for an Inspector 1st Year.
- 60.8 Provided that:
- 60.8.1 these provisions shall not apply to where the relieved officer, due to him/her having been promoted but not transferred, is performing duties which would normally be carried out by an officer of lower rank;
- 60.8.2 for the purpose of this provision a week shall mean a period of 7 consecutive calendar days inclusive of any rest or recurrent leave days rostered during that period;
- 60.8.3 periods of less than 1 week shall not be taken into account.
- 60.9 A Non-Commissioned Officer permanently assigned by the Commissioner to duties of a rank or position higher than their own shall continue to be paid the allowance prescribed in this clause whilst the Non-Commissioned Officer is on leave.

61. Allowance for Officers Relieving into a Detectives Position at Rank

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

62. Public Holidays

- 62.1 Non-Commissioned Officers required to work on the days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are observed and special days appointed by proclamation as public holidays throughout the State, shall be paid at the rate of time and one half (i.e. half time in addition to ordinary rate).

62.2 A Non-Commissioned Officer rostered to take a public holiday as a rest or recurrent leave day who is subsequently required to work a shift on that public holiday and who is not notified of such change of rostered duty at least 24 hours before the commencement of the altered shift, shall be paid for the performance of duty on that shift in lieu of being granted an alternate rest or recurrent leave day at the overtime rate specified in subclause 51.1 of this Award.

63. Competency Based Incremental Progression

63.1 Except as otherwise provided for Leading Senior Constables, Sergeants, Senior Sergeants, Detectives and Police Prosecutors elsewhere in this clause, incremental progression for Non-Commissioned Officers shall be based on:

63.1.1 a minimum period of twelve (12) months service on each incremental level or step as defined in Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries, Table 2 - Detectives' Salaries or Table 3 - Police Prosecutors Salaries all of PART B, Monetary Rates; and

63.1.2 compliance with the competency requirements specified in this clause.

63.2 It is the responsibility of Non-Commissioned Officers to ensure they are familiar with the contents of this clause and to make all reasonable efforts to comply with the requirements contained therein.

63.3 Commanders/Managers are responsible to ensure that Non-Commissioned Officers under their control are given every opportunity to comply with the requirements of this clause. This shall include but not necessarily be limited to:

63.3.1 ensuring that Non-Commissioned Officers have sufficient time, on duty, to undertake necessary training;

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

63.3.3 the provision of remedial training where necessary.

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

63.5 Competency Requirements

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

63.5.1 Constable's Education Program

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

63.5.2 Base Generic Competencies

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

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

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

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

(b) Physical Fitness Standard

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

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

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

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

(c) Driver Status

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

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

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

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

(d) Computerised Operational Policing (COPS) System Literacy

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

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

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

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

63.5.3 Mandatory Continuing Police Education (MCPE)

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

Maintenance of current policing knowledge

Corporate Key Result and Key Practice Areas

Maintenance of expert status for specialists

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

63.5.4 Objective Test of Policing Knowledge

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

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

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

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

63.5.5 Performance Management Scheme

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

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

63.6 Effect on Incremental Progression Where Multiple Competencies Not Satisfied

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

63.7 Increments Falling Due During a Period of Initial Remedial Training

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

63.8 Requirements for Progression Through the Various Ranks and Grades

63.8.1 Progression to Constable Level 2 (Confirmation)

Progression to Constable Level 2 increment shall be contingent upon:

- (a) Achievement of 12 months service as a Probationary Constable or any other period as the Commissioner may direct in accordance with clause 13 of the Police Regulation, 2015.
- (b) Successful completion of the Constable's Education Program and/or the attainment of any other qualifications or requirements as determined by the Commissioner from time to time.
- (c) Confirmation as a constable.

63.8.2 Progression to Constable Levels 3, 4, and 5

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

- (a) 12 months service on each previous increment.
- (b) Maintenance of the Base Generic Competencies during the training year prior to the increment falling due. Should the Base Generic Competencies not be satisfied, incremental progression shall be deferred in accordance with the provisions of this clause.

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

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

- (a) Successful completion of the Constable's Education Program (or equivalent qualification);
- (b) Maintenance of the Base Generic Competencies in accordance with the provisions of this clause.
- (c) Passing the Objective Test of Policing Knowledge in accordance with the provisions of this clause.
- (d) Meeting the requirements for promotion to Senior Constable as prescribed by Regulations 16 and 17 or 18 of the Police Regulation 2015.

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

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

- (a) 12 months service on each previous increment (both level and step).
- (b) Maintenance of the Base Generic Competencies in accordance with the provisions of this clause.

- (c) Completion of the Mandatory Continuing Police Education (MCPE) requirements in accordance with the provisions of this clause.
- (d) Passing the Objective Test of Policing Knowledge in accordance with the provisions of this clause (for progression to each level only).
- (e) Satisfactory performance under the appropriate Performance Management Scheme.

63.9 Effect of Any Deferral of Incremental Progression

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

63.9.2 Where an increment is deferred:

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

63.10 Non-Commissioned Officers Medically Excused from Demonstrating Certain Competencies

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

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

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

63.11 Part-time Non-Commissioned Officers

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

63.12 Effect of Long Term Absences

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

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

Any failure to comply will require the Non-Commissioned Officer to undergo appropriate remedial training. Should the Non-Commissioned Officer then remain unable to meet the requirements of any

particular competency, incremental progression shall be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this sub clause shall be the first increment occurring after the 6 month period.

63.13 Effect of suspension.

- 63.13.1 When suspended with pay, a Non-Commissioned Officer will be paid at the rate of pay for the officer's level as at the commencement of the suspension.
- 63.13.2 A suspended Non-Commissioned Officer is not entitled to incremental progression.
- 63.13.3 Where a Non-Commissioned Officer who was suspended without pay ceases to be suspended and continues as a Police Officer, the officer will be paid for the period of suspension at the officer's rate of pay for the officer's level as at the commencement of the suspension, less any hardship payments that have been paid to the officer.
- 63.13.4 Where a Non-Commissioned Officer ceases to be suspended and continues as a Police Officer, the officer has six months in which to comply with the requirements of this clause to achieve increment progression for which the officer would have been eligible if not suspended. Where the requirements are met, the officer will be paid increment entitlements effective from the officer's incremental date, or, dates and the officer will be eligible for the next increment on the officer's next increment date.
- 63.13.5 Where an officer does not achieve incremental progression in accordance with subclause 63.13.4, the officer will remain at the officer's then level until they achieve the requirements for incremental progression. On achieving the requirements for incremental progression the officer will move to the next level and the date of that change will become the officer's new incremental date for all future progression. An officer progressing in accordance with this subclause will not be entitled to any incremental back pay.
- 63.13.6 An officer will be given appropriate training in order to achieve increment progression. Any subsequent failure to meet incremental progression requirements will require the officer to undergo appropriate remedial training.
- 63.13.7 This clause only applies to a Non-Commissioned Officer who ceases to be suspended and continues as a Police Officer on or after 9 September 2009.

63.14 Performance Management for Seconded Officers

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

63.15 Effect on Transfers

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

63.16 Leading Senior Constables

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

- 63.16.1 Passing of an objective test of policing knowledge (relevant to the role and responsibilities of Leading Senior Constable) within a period of one month prior to the anniversary of appointment as a Leading Senior Constable. The passing of a test under the provisions of this paragraph shall suffice for the requirements of paragraph 63.5.4.
- 63.16.2 Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual reviews of performance. For the purpose of this paragraph agreed rigorous performance assessment means the Leading Senior Constable and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Leading Senior Constable's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.

63.17 Sergeants/Senior Sergeants

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

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

63.18 Detectives

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

- 63.18.1 Progression up to Detective 8th Year
 - Designation as a Detective, or currently undertaking, or being prepared to undertake (by way of written commitment) the Detectives Education Program (DEP). The parties recognise that program availability and other factors may impinge upon a Detective's capacity to undertake the DEP.
- 63.18.2 Progression beyond Detective 8th Year
 - (a) Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual reviews of the Detective's performance. For the purpose of this sub paragraph performance assessment shall include, where appropriate, assessment of the Detective's role as a guide, mentor and trainer of less experienced Detectives.
 - (b) Completion of or commitment to undertake or being prepared to undertake courses that raise skill level.
- 63.18.3 Progression beyond Detective Sergeant 4th Year and Detective Senior Sergeant 3rd Year
 - (a) Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual reviews of the Detective Sergeant's/Detective Senior Sergeant's and, where appropriate, the team's performance. For the purpose of this paragraph an agreed rigorous performance assessment means the Detective Sergeant/Detective Senior Sergeant and their supervisor participate in feedback discussions on the demonstrated performance,

knowledge, skills and abilities of the Detective Sergeant's/Detective Senior Sergeant's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.

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

63.19 Police Prosecutors

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

63.19.1 Progression beyond Police Prosecutor 8th Year

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

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

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

64. Provision of Uniform

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

64.2 Initial Issue

64.2.1 Standard Police Dress Uniform - Initial Issue

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

Male Non-Commissioned Officers		Female Non-Commissioned Officers	
Seven (7)	Shirt short sleeve	Seven (7)	Blouse short sleeve
One (1)	Shirt long sleeve	One (1)	Blouse long sleeve
Three (3)	Pants cargo	Three (3)	Pants cargo

One (1)	Trousers L/W Navy	One (1)	Slacks L/W Navy
Two (2)	Boots GP	Two (2)	Boots GP
One (1)	Hat antron Dress male	One (1)	Hat antron Dress female
One (1)	Cap baseball	One (1)	Cap baseball
One (1)	Jacket leather male	One (1)	Leather jacket female
One (1)	Jacket fleece utility	One (1)	Jacket fleece utility
One (1)	Jumper	One (1)	Jumper
Seven (7)	Socks	Seven (7)	Socks
One (1)	Tie male	One (1)	Tie female
One (1)	Vest reflective	One (1)	Vest reflective
One (1)	Search gloves	One (1)	Search gloves
One (1)	Rain jacket yellow	One (1)	Rain jacket yellow
One (1)	Rain trousers yellow	One (1)	Rain trousers yellow
One (1)	Inner belt	One (1)	Inner belt
One (1)	Outer belt	One (1)	Outer belt
One (1)	Capsicum spray carrier	One (1)	Capsicum spray carrier
One (1)	Magazine carrier	One (1)	Magazine carrier
One (1)	Radio belt clip carrier	One (1)	Radio belt clip carrier
One (1)	Set of four keepers	One (1)	Set of four keepers
One (1)	Handcuff pouch	One (1)	Handcuff punch
One (1)	Baton ring	One (1)	Baton ring
One (1)	Torch ring	One (1)	Torch ring
One (1)	Expandable baton holder	One (1)	Expandable baton holder
One (1)	Thigh holster D-Ring	One (1)	Thigh holster D-Ring
One (1)	Cap badge	One (1)	Cap badge
One (1)	Identification badge	One (1)	Identification badge
One (1)	Identification holder	One (1)	Identification holder
One (1)	Identification backing	One (1)	Identification backing
Two (2)	Epaulette	Two (2)	Epaulette

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

a broad brim hat

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

64.3 Western Areas - Additional Initial Issue

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

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

will be provided with

two (2) pairs pants cargo

one (1) pair trousers/slacks dress navy.

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

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

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

will be provided with:

one (1) pair fleece gloves

four (4) pairs heavy weight socks

64.5 Cold Climate Areas (Category 2)

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

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

one (1) fur lined cap

one (1) pair fleece gloves

four (4) pairs heavy weight socks

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

64.6 Alpine Areas - Additional Initial Issue

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

Adaminaby Berridale Bigga Bombala Cooma Crookwell Delegate Guyra Jindabyne	Khancoban Nimmitabel Oberon Rockley Taralga Tuena Trunkey Creek Tumbarumba
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will be provided with:

one (1) pair fleece gloves

four (4) pairs heavy weight socks

two (2) waterproof boots

one (1) fur lined cap

one (1) Alpine beanie

four (4) Alpine Snow Skivvies

One (1) Alpine Snow Vest

One (1) Snow/Rain jacket

One (1) Snow/Rain trousers

64.7 Annual Issue

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

64.8 Stocking Allowance

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

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

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

64.9 Plain Clothes Allowance

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

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

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

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

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

64.11.3 suspended from office.

64.12 Condemnation

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

64.13 Interruption to Supply

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

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

64.14 Review of Allowances

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

65. Air Travel

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

66. Lockers

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

67. Work of a Menial Nature

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

Section 5 - Commissioned Officers

68. Salaries

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

69. Hours of Duty

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

69.4 The parties recognise that the flexibility of working hours in respect to Commissioned Officers referred to in subclause 69.3 above may provide them with an opportunity to avail themselves of additional days off, free of duty, over and above their normal rest days or any other form of normally available paid leave.

69.5 With the exception of those Commissioned Officers referred to in subclause 69.6 below, Commissioned Officers shall not normally be required to attend for duty on Public Holidays. Any such requirement to attend however, shall not attract any additional remuneration or entitlement to time off in lieu except for the accrual of additional annual leave as prescribed in subclause 17.5, Annual Leave.

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

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

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

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

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

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

70. Fixed Term Appointment

70.1 Each Commissioned Officer shall be the subject of a Fixed Term Appointment in accordance with the provisions of Part 6, Division 3 of the Police Act, 1990.

70.2 Subject to the provisions of this Award, there shall be a general presumption in favour of renewal of Fixed Term Appointments

70.3 Fixed Term Appointments shall generally expire only by the effluxion of time. No occurrence of any nature shall have the effect of extending the period of any appointment beyond its nominated expiry date.

71. Non Renewal Benefit

71.1 Commissioned Officers being subject to Fixed Term Appointments in accordance with Part 6, Division 3 of the Police Act, 1990 shall accrue an entitlement to the payment of a benefit, equal to twelve and one half (12.5) percent of total salary earnings for each completed fixed term appointment, in accordance with the following provisions:

71.1.1 The entitlement shall commence to accrue from the beginning of the first Fixed Term Appointment of each Commissioned Officer;

71.1.2 The benefit shall only be payable in respect of each completed Fixed Term Appointment;

71.1.3 Any Commissioned Officer who resigns or retires (excluding medical retirement where application is supported by the Commissioner) from the New South Wales Police Force during the currency of a Fixed Term Appointment shall be regarded as not having completed that

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

71.1.4 Any Fixed Term Appointment terminated, either through the death of the Commissioned Officer, the medical retirement of the Commissioned Officer where application is supported by the Commissioner or upon promotion in accordance with Part 6, Division 3 of the Police Act, 1990, shall be deemed to be a completed Term for the purpose of accrual of the benefit;

71.1.5 In circumstances where a Commissioned Officer is "removed" from the New South Wales Police Force under the provisions of s181D of the Police Act, 1990 (as amended), there will be no eligibility for the Non Renewal Benefit including previously completed Terms. However, in circumstances where a Commissioned Officer, under the provisions of s181E of the Act, applies for a review by the Industrial Relations Commission of any such "removal" on the grounds that it is harsh, unreasonable or unjust, and such application is upheld by the Industrial Relations Commission, then no matter what the remedy, such Commissioned Officer retains eligibility to the Non Renewal Benefit.

71.1.6 In circumstances however, where in conciliation proceedings, the Commissioner is prepared to consent to a Commissioned Officer's reinstatement for the purpose of allowing the Commissioned Officer to resign, and such reinstatement and resignation is effected, then the usual eligibility criteria, as contained within the provisions of this clause shall apply.

71.1.7 Consistent with the provisions of paragraphs 71.1.2 and 71.1.3 above, any entitlement to a benefit shall become payable upon termination of employment (including medical retirement where application is supported by the Commissioner) or termination as a result of a decision by the Commissioner not to renew an expired Fixed Term or on accepting a Police Force Senior Executive Service appointment;

71.1.8 Commissioned Officers who are appointed to a position with the Police Senior Executive Service shall have the amount of their benefit capped as at the date of such appointment and that benefit shall be available at that capped amount in accordance with the provisions herein;

71.1.9 Commissioned Officers who (whether through the exercise of a right of return or otherwise) enter into a Fixed Term Appointment, subsequent to a period of appointment within the Police Senior Executive Service, will accrue a benefit exclusive of any salary earned whilst a member of the New South Wales Police Force Senior Executive Service. Any such benefit shall be in addition to any capped benefit to which a Commissioned Officer may be entitled in accordance with subclause 71.1.8 above.

72. Competency Based Incremental Progression

72.1 Incremental progression for Commissioned Officers shall be based on:-

72.1.1 a minimum period of twelve (12) months service on each incremental level where defined in Table 4 - Commissioned Officers' Salaries of PART B, Monetary Rates; and

72.1.2 compliance with the competency requirements specified in this clause.

72.2 It is the responsibility of Commissioned Officers to ensure they are familiar with the contents of this clause and to make all reasonable efforts to comply with the requirements contained therein.

Commanders/Managers are responsible to ensure that Commissioned Officers under their control are given every opportunity to comply with the requirements of this clause. This shall include but not necessarily be limited to:

72.2.1 ensuring that Commissioned Officers have sufficient time, on duty, to undertake necessary training;

72.2.2 ensuring that Commissioned Officers have access to the necessary training facilities; and

72.2.3 the provision of remedial training where necessary.

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

72.3 Competency Requirements

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

72.3.1 Base Generic Competencies

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

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

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

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

- (b) Physical Fitness Standard

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

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

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

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

- (c) Driver Status

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

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

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

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

(d) Computerised Operational Policing (COPS) System Literacy

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

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

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

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

72.3.2 Mandatory Continuing Police Education (MCPE)

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

Maintenance of current policing knowledge

Corporate Key Result and Key Practice Areas

Maintenance of expert status for specialists

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

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

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

72.3.3 Performance Management Scheme

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

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

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

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

72.4 Effect on Incremental Progression Where Multiple Competencies Not Satisfied

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

72.5 Increments Falling Due During a Period of Initial Remedial Training

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

72.6 Effect of Any Deferral of Incremental Progression

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

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

72.7 Commissioned Officers Medically Excused from Demonstrating Certain Competencies

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

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

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

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

72.8 Part-time Commissioned Officers

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

72.9 Effect of Long Term Absences

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

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

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

72.10 Effect of Suspension.

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

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

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

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

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

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

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

72.11 Performance Management for Seconded Officers

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

72.12 Effect on Transfers

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

72.13 Review Process

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

73. Relieving Duty

73.1 General

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

73.2 Exceptions

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

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

73.3 Amount Payable

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

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

73.4 Limitations on Eligibility

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

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

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

73.5 Extended Periods of Relief

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

74. Travelling Time

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

Section 6 - Disputes/Grievance Settlement Procedure

75. Disputes/Grievance Settlement Procedure

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

75.2 Health and Safety Issues - Procedures

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

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

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

75.5 Procedures in Other Matters

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

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

- 75.7 If the grievance/dispute is not resolved at that level, Association representatives shall refer the matter to the Industrial Section of the Association. The Region Human Resources Manager (or equivalent) shall refer the matter to Employee Relations. The matter shall then be discussed between officers of the Association and Employee Relations. These actions will take place as soon as it is apparent that the earlier discussions will not resolve the dispute/grievance.
- 75.8 If a grievance has not been resolved at the conclusion of this stage of discussions, the employer must provide a written response to the grievance, including reasons for not implementing the proposed remedy.
- 75.9 If a dispute remains unresolved Employee Relations will assume responsibility for liaising with the member(s) of the Senior Executive Service of the New South Wales Police Force and advise of the final position of the Commissioner of Police as to the issue in dispute.
- 75.10 Neither party will initiate proceedings under Chapter 3 of the Industrial Relations Act 1996 until procedures under these clauses have failed to resolve the issue and each constituent of the other party has been given three clear days notice (exclusive of weekends) of that intent. Observance of this period of notice shall not prejudice the position of any party to the dispute.
- 75.11 General

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

Section 7 - Transferred Officers Entitlements & Compensation

76. Definitions

- 76.1 In addition to Clause 3, the following definitions apply to this Section
- 76.2 "Desirable Commuter Location" means Brisbane Water, Tuggerah Lakes, Wollongong and Lake Illawarra Local Area Commands.
- 76.3 "Desirable Location" means a location where demand for placements exceeds the available positions to accommodate them. Desirable Locations are;
- 76.3.1 Northern Region - all LAC's except for the Hunter Valley LAC, and Tabulam and Nimbin within the Richmond LAC, and,
- 76.3.2 Southern Region - includes Wollongong LAC, Lake Illawarra LAC, Shoalhaven LAC, Far South Coast LAC and the Queanbeyan Police Station within Monaro LAC, and,
- 76.3.3 Desirable Commuter Locations, and,
- 76.3.4 Specialist Commands with Units located in the Locations outlined above
- 76.4 "Location" within the Metropolitan Area means duty at a Local Area Command or duty in a working environment under the auspices of a Region Commander, or a Branch, Squad, Directorate or Bureau. "Location" outside the Metropolitan Area means duty at a Police Station within a Local Area Command.
- 76.5 "Metropolitan Area" means the Sydney Region but also includes the area referred to as the Central Coast on the northern line as far as Gosford, the area on the western line as far as Mount Victoria and on the Illawarra line as far as Wollongong.

- 76.6 "Permanent accommodation" means accommodation other than temporary accommodation under Clause 82.
- 76.7 "Transferred Officer" means an officer who has been assigned to a new Location, other than from one part of the metropolitan area to another, at which duty is to be performed, and who, as a consequence of such assignment, finds it necessary to leave their existing residence and seek or take up a new residence, but shall not include an officer transferred;
- 76.7.1 at the officer's own request subject to clause 77, or
- 76.7.2 under an arrangement between officers to exchange positions, or
- 76.7.3 for disciplinary reasons under the provisions of Section 173 of the Police Act 1990.
- 76.8 The Commissioner will retain the discretion to offer all or partial transfer costs for special purposes above the minimum standard where circumstances require, including attraction and retention transfers.

77. Eligibility for Entitlements Under this Section

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

applicable however, both partners may claim the leave concessions under Clause 81 Transfer Leave.

77.1.8 The Commissioner may, in extraordinary circumstances, approve an officer as a Transferred Officer, to receive eligibility under this clause, where the Commissioner is satisfied that the officer's hours of duty at the new Location, or available transport to the new Location, make it impracticable for them to travel from home to their location.

78. Officers Appointed Under Section 66A & 67 of the Police Act

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

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

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

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

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

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

79. Special Remote Locations

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

80. Notice of Transfer

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

81. Transfer Leave

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

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

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

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

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

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

81.1.6 When an Officer travels to the new location to seek accommodation and incurs expenses in relation to overnight accommodation, the officer shall, subject to the production of receipts be reimbursed reasonable and actual cost of meals and accommodation for self (capped at the maximum travelling allowance rate for one officer) and reasonable and actual cost of meals for a member of the household (capped at the maximum meal expense allowance).

81.2 Provided suitable arrangements can be made for the performance of duties during the Officer's absences, a transferred officer who has been unable to secure accommodation for the family at the new location shall be entitled to sufficient special leave to permit a return home at weekends once each month and spend two consecutive days and nights with the family, together with an additional day and night in respect of each public holiday occurring in conjunction with such weekend and on which the Officer would not normally be rostered for duty. Such leave shall be limited to the time necessarily required in travelling in each case on the day preceding and the day following such weekend or long weekend, as the case may be.

81.3 Where a transferred Officer is located in a location where a return home once each month in terms of the foregoing paragraph is not possible such Officer after four weeks at the new location, shall be entitled to sufficient leave to allow the Officer two consecutive days and nights at a weekend with the family. Thereafter such Officer shall be allowed to accumulate special leave at the rate of two days per month until sufficient leave is available to allow a return home at a weekend for a similar period.

82. Cost of Temporary Accommodation

82.1 For the purposes of this clause of the award, temporary accommodation shall not include Government owned residences, or privately owned rented accommodation, i.e. house or flat.

82.2 Where a transferred officer, including an officer referred to in Clause 78, maintaining dependant relatives in their home: -

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

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

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

82.3 Provided that where permanent accommodation is not available and a transferred officer moves to the new location ahead of the dependants, necessary board and lodging expenses in excess of \$51 per week and up to a maximum allowance of \$254 per week, shall be payable.

82.4 Where a transferred officer not maintaining dependant relatives in the home is unable to secure permanent accommodation at the new location, such officer shall be paid an allowance of up to 50 per cent of the total costs of board and lodging expenses incurred for a maximum period of four weeks, subject to the maximum allowance so payable not exceeding \$254 per week.

- 82.5 Where the period of four weeks referred to above is not sufficient for the officer to obtain suitable permanent accommodation, the Commissioner will consider each case on its merits but will require full particulars to be supplied.
- 82.6 The payment of allowances under subclauses 82.2 and 82.4 of this clause shall in all cases be subject to:
- 82.6.1 the production of receipts;
- 82.6.2 a written undertaking by the officer that any reasonable offer of accommodation will be accepted;
- 82.6.3 evidence that the officer is taking all reasonable steps to secure a residence at the new location, including application to NSW Housing;
- 82.6.4 where the Commissioner considers that a transferred officer has refused to accept reasonable suitable accommodation, the Commissioner may discontinue the payment of an allowance under this clause. The decision to discontinue the payment of an amount may be referred by the employee or the Association to a committee consisting of two representatives of the Association and two representatives of the Commissioner. In the event of no mutual decision being arrived at by such a Committee, the matter in dispute may be referred to the Industrial Relations Commission of NSW.

83. Excess Rent Assistance

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

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

- 83.2 The formula for excess rent is as follows.

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

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

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

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

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

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

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

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

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

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

84. Removal Costs

- 84.1 A transferred officer shall be entitled to reimbursement for the costs actually and necessarily incurred in removing personal and household effects to the new location, including expenses actually and reasonably incurred by employees and their families for meals and accommodation during the course of the journey where the Commissioner is satisfied that the journey was travelled by the shortest practicable route and completed within a reasonable time. All claims will be submitted promptly.

- 84.2 Where an officer who uses a private vehicle for the purposes of official business finds it necessary to transport another private vehicle, normally used by a dependant relative maintained by the officer in the household, the cost of transporting or driving that vehicle to the officer's new location shall be deemed to be part of removal costs and the officer shall be allowed the option of being paid;

84.2.1 the cost of transportation by either rail or road transport, or

84.2.2 where the vehicle is driven to the new location, car allowance at the Casual rate prescribed from time to time.

- 84.3 Removal expenses allowed under this award shall include the cost of insuring furniture and effects whilst in transit up to an amount of \$38,000.

Provided that: -

Where the insured value exceeds \$38,000, the transferred officer, in addition to providing the inventory of items to be transferred shall, in order to be reimbursed for the additional excess claimed provide either: -

84.3.1 A current household contents policy showing the insured value and a declaration that all items included in the contents policy are being removed or stored. Where all items in the policy are not to be transferred, the claim should be reduced proportionately; or

84.3.2 A certificate of valuation from a registered valuer certifying the value of the furniture and effects being removed or stored.

- 84.4 Should a transferred officer refuse or fail to provide either of the above, the officer will only be allowed reimbursement up to a maximum of \$38,000.

- 84.5 Where, due to circumstances beyond the control of the transferred officer, the furniture and effects of such officer arrive late at the new location, or are moved before the officer's departure from the previous location, such officer shall be reimbursed expenses for meals and accommodation properly and reasonably incurred by the officer and any dependants.

85. Storage of Furniture

Where the Commissioner is satisfied upon written application that a transferred officer is unable to secure suitable permanent accommodation at the new location and is required to store furniture while waiting to secure permanent accommodation, the Commissioner will approve the storage of removals. Where approval is given, the officer is eligible to receive the cost of storage and cartage to the store and from the store to the officer's

residence. The officer shall also be allowed the cost of insurance of furniture while in storage upon the same basis as prescribed in subclause 84.3. Written applications will be made in advance, however the Commissioner may accept an application that is lodged later only where circumstances beyond the officer's control prevented it, and where it is made as soon as possible thereafter.

86. Cost of Personal Transport

86.1 A transferred officer shall be entitled to the option of the first class rail fare or reimbursement for the use of a private vehicle on the following basis:

86.1.1 For self and one member of the household when proceeding on leave as in paragraph 81.1.1,

86.1.2 For self and all members of the household when proceeding on leave as in paragraph 81.1.3, in so far as that paragraph refers to the commencement of duty; provided that where the members of the officer's household do not travel on the occasion on which such leave is taken, the entitlement to costs for their personal transport shall be deferred until such time as travel to take up residence at the officer's new location occurs.

86.1.3 For self when proceeding on transfer leave for the purposes of transfer leave under subclause 81.2.

86.2 Where an officer elects to use a private vehicle such officer shall be paid a car allowance at the casual rate prescribed from time to time, except in respect of travel by the officer involved in the taking up of duty at the new location in which case payment shall be at the official business rate prescribed from time to time.

86.3 Car allowance paid in respect of travel under 86.1.1 shall not exceed the cost of first class rail fares for the transferred officer and one member of the household; and under 86.1.3, the cost of first class rail fares for the transferred officer.

86.4 Where an overall saving to the Government would eventuate, an officer and one member of the household when proceeding on leave as in 81.1.1, shall be entitled to economy class air fares in lieu of first class rail fares or reimbursement for the use of a private motor vehicle subject to the policy as laid down from time to time by the Public Service Commission for use of air travel.

87. Compensation For Depreciation and Disturbance

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

88. Education of Children

88.1 Upon the production of receipts a transferred officer shall be entitled to be reimbursed for accommodation expenses exceeding \$27 per week, up to a maximum of \$56 per week, for each dependant child undertaking Year 12 where the elected subjects are not available at a school in the transferred officer's new location. The transferred officer will be required to provide a certificate from the Department of Education and Training confirming that the elected subjects are not available at the transferred officer's new location.

88.2 Upon the production of receipts and proof of school requirements for uniform, a transferred officer shall be entitled to be reimbursed for the cost of those items of essential school clothing listed hereunder that are required to be replaced or purchased as a direct result of the officer's transfer from the former location to the new location requiring the changing of schools. A transferred officer is not entitled to be reimbursed for an item of uniform which is suitable for use at either school, but for which a child has outgrown. When an item of clothing required at the new school is not included in the basic list, the

Commissioner may reimburse the transferred officer the cost of same, but will require full particulars and the circumstances surrounding the requirement to purchase including production of receipts.

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

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

89. Conveyancing and Other Costs

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

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

89.1.2 stamp duty as per clause 90;

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

89.2 Reimbursement of expenses.

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

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

89.2.3 A transferred officer owning a residence at a former location but who has taken up rented accommodation on transfer shall be regarded as covered by the award provisions relating to the reimbursement of conveyancing and incidental costs on the current transfer or a subsequent

transfer, provided a period of not more than 4 years has elapsed since the officer's immediately preceding transfer.

89.2.4 Where it is not practicable for the transferred officer to purchase a residence in the new location and such officer has disposed of the former residence, such officer is not to be excluded from the award benefit when subsequently purchasing a residence in the new location on a current or subsequent transfer within the time allowed in subclause 89.2.3 above.

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

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

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

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

90.1.1 sells a residence at the former location, and

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

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

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

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

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

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

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

91. Incidental Costs Upon Change of Residence

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

92. Relocation On Retirement

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

93. Existing Benefits

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

Section 8 - Area, Incidence and Duration

94. Area, Incidence and Duration

- 94.1 This Award applies to all officers defined herein.
- 94.2 It shall take effect on and from 1 July 2014 with the exception of the rates of pay and allowances prescribed under PART B, Monetary Rates, which shall take effect from the dates specified in that Part, or where otherwise stated in the award and shall remain in force until 30 June 2017.
- 94.3 This award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Crown Employees (Police Officers - 2014) Award published 22 August 2014 (376 I.G. 671), as varied.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 28 January 2016.

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

- 94.4 Except where inconsistent with this Award the provisions of any other existing Agreement or Determination will continue to apply.

PART B - MONETARY RATES

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

From the beginning of the first full pay period to commence on or after 1 July 2014 - 2.27%		
Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+ 11.5%) Per Annum \$
Probationary Constable (Level 1)	58,349	65,059
Constable Level 2	60,552	67,515
Constable Level 3	62,751	69,967
Constable Level 4	64,951	72,420
Constable Level 5	66,055	73,651
Senior Constable Level 1	72,665	81,021
Senior Constable Level 2 Step 1	73,761	82,244
Senior Constable Level 2 Step 2	73,761	82,244
Senior Constable Level 3 Step 1	77,065	85,927
Senior Constable Level 3 Step 2	77,065	85,927
Senior Constable Level 3 Step 3	77,065	85,927
Senior Constable Level 4 Step 1	81,470	90,839
Senior Constable Level 4 Step 2	81,470	90,839
Senior Constable Level 5 Step 1	83,669	93,291
Senior Constable Level 5 Step 2	83,669	93,291
Senior Constable Level 6	84,769	94,517
Leading Senior Constable Level 1 Step 1	87,467	97,526
Leading Senior Constable Level 1 Step 2	87,467	97,526
Leading Senior Constable Level 2	89,745	100,066
Sergeant 1st Year	85,873	95,748
Sergeant 2nd Year	85,873	95,748

Sergeant 3rd Year	90,276	100,658
Sergeant 4th Year	90,276	100,658
Sergeant 5th Year	93,577	104,338
Sergeant 6th Year	93,577	104,338
Sergeant 7th Year	97,983	109,251
Sergeant 8th Year	97,983	109,251
Sergeant 9th Year	99,082	110,476
Senior Sergeant 1st Year	97,983	109,251
Senior Sergeant 2nd Year	97,983	109,251
Senior Sergeant 3rd Year	99,082	110,476
Senior Sergeant 4th Year	101,281	112,928
Senior Sergeant 5th Year	104,503	116,521

From the beginning of the first full pay period to commence on or after 1 July 2015 - 2.5%		
Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+ 11.5%) Per Annum \$
Probationary Constable (Level 1)	59,808	66,686
Constable Level 2	62,066	69,204
Constable Level 3	64,320	71,717
Constable Level 4	66,575	74,231
Constable Level 5	67,706	75,492
Senior Constable Level 1	74,482	83,047
Senior Constable Level 2 Step 1	75,605	84,300
Senior Constable Level 2 Step 2	75,605	84,300
Senior Constable Level 3 Step 1	78,992	88,076
Senior Constable Level 3 Step 2	78,992	88,076
Senior Constable Level 3 Step 3	78,992	88,076
Senior Constable Level 4 Step 1	83,507	93,110
Senior Constable Level 4 Step 2	83,507	93,110
Senior Constable Level 5 Step 1	85,761	95,624
Senior Constable Level 5 Step 2	85,761	95,624
Senior Constable Level 6	86,888	96,880
Leading Senior Constable Level 1 Step 1	89,654	99,964
Leading Senior Constable Level 1 Step 2	89,654	99,964
Leading Senior Constable Level 2	91,989	102,568
Sergeant 1st Year	88,020	98,142
Sergeant 2nd Year	88,020	98,142
Sergeant 3rd Year	92,533	103,174
Sergeant 4th Year	92,533	103,174
Sergeant 5th Year	95,916	106,946
Sergeant 6th Year	95,916	106,946
Sergeant 7th Year	100,433	111,983
Sergeant 8th Year	100,433	111,983
Sergeant 9th Year	101,559	113,238
Senior Sergeant 1st Year	100,433	111,983
Senior Sergeant 2nd Year	100,433	111,983
Senior Sergeant 3rd Year	101,559	113,238
Senior Sergeant 4th Year	103,813	115,751
Senior Sergeant 5th Year	107,116	119,434

From the beginning of the first full pay period to commence on or after 1 July 2016 - 2.5%		
Rank/Incremental Level	Base Salary	Loaded Salary (+ 11.5%)
	Per Annum \$	Per Annum \$
Probationary Constable (Level 1)	61,303	68,353
Constable Level 2	63,618	70,934
Constable Level 3	65,928	73,510
Constable Level 4	68,239	76,086
Constable Level 5	69,399	77,380
Senior Constable Level 1	76,344	85,124
Senior Constable Level 2 Step 1	77,495	86,407
Senior Constable Level 2 Step 2	77,495	86,407
Senior Constable Level 3 Step 1	80,967	90,278
Senior Constable Level 3 Step 2	80,967	90,278
Senior Constable Level 3 Step 3	80,967	90,278
Senior Constable Level 4 Step 1	85,595	95,438
Senior Constable Level 4 Step 2	85,595	95,438
Senior Constable Level 5 Step 1	87,905	98,014
Senior Constable Level 5 Step 2	87,905	98,014
Senior Constable Level 6	89,060	99,302
Leading Senior Constable Level 1 Step 1	91,895	102,463
Leading Senior Constable Level 1 Step 2	91,895	102,463
Leading Senior Constable Level 2	94,289	105,132
Sergeant 1st Year	90,221	100,596
Sergeant 2nd Year	90,221	100,596
Sergeant 3rd Year	94,846	105,753
Sergeant 4th Year	94,846	105,753
Sergeant 5th Year	98,314	109,620
Sergeant 6th Year	98,314	109,620
Sergeant 7th Year	102,944	114,783
Sergeant 8th Year	102,944	114,783
Sergeant 9th Year	104,098	116,069
Senior Sergeant 1st Year	102,944	114,783
Senior Sergeant 2nd Year	102,944	114,783
Senior Sergeant 3rd Year	104,098	116,069
Senior Sergeant 4th Year	106,408	118,645
Senior Sergeant 5th Year	109,794	122,420

Table 2 - Detectives' Salaries

From the beginning of the first full pay period to commence on or after 1 July 2014 - 2.27%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 3 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Detective 1st Year	64,951	68,898	78,093
Detective 2nd Year	66,055	70,002	79,324
Detective 3rd Year	72,665	76,612	86,694
Detective 4th Year	73,761	77,708	87,917
Detective 5th Year	77,065	81,012	91,600
Detective 6th Year	81,470	85,417	96,512
Detective 7th Year	83,669	87,616	98,964
Detective 8th Year	84,769	88,716	100,190
Detective 9th Year	87,467	91,414	103,199
Detective 10th Year	89,745	93,692	105,739
Detective Sergeant 1st Year	85,873	89,820	101,421
Detective Sergeant 2nd Year	85,873	89,820	101,421
Detective Sergeant 3rd Year	90,276	94,223	106,331
Detective Sergeant 4th Year	93,577	97,524	110,011
Detective Sergeant 5th Year	97,983	101,930	114,924
Detective Sergeant 6th Year	99,082	103,029	116,149
Detective Senior Sergeant 1st Year	97,983	101,930	114,924
Detective Senior Sergeant 2nd Year	99,082	103,029	116,149
Detective Senior Sergeant 3rd Year	101,281	105,228	118,601
Detective Senior Sergeant 4th Year	104,503	108,450	122,194

From the beginning of the first full pay period to commence on or after 1 July 2015 - 2.5%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 3 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Detective 1st Year	66,575	70,621	80,046
Detective 2nd Year	67,706	71,752	81,307
Detective 3rd Year	74,482	78,528	88,862
Detective 4th Year	75,605	79,651	90,115
Detective 5th Year	78,992	83,038	93,891
Detective 6th Year	83,507	87,553	98,925
Detective 7th Year	85,761	89,807	101,439
Detective 8th Year	86,888	90,934	102,695
Detective 9th Year	89,654	93,700	105,779
Detective 10th Year	91,989	96,035	108,383

Detective Sergeant 1st Year	88,020	92,066	103,957
Detective Sergeant 2nd Year	88,020	92,066	103,957
Detective Sergeant 3rd Year	92,533	96,579	108,989
Detective Sergeant 4th Year	95,916	99,962	112,761
Detective Sergeant 5th Year	100,433	104,479	117,798
Detective Sergeant 6th Year	101,559	105,605	119,053
Detective Senior Sergeant 1st Year	100,433	104,479	117,798
Detective Senior Sergeant 2nd Year	101,559	105,605	119,053
Detective Senior Sergeant 3rd Year	103,813	107,859	121,566
Detective Senior Sergeant 4th Year	107,116	111,162	125,249

From the beginning of the first full pay period to commence on or after 1 July 2016 - 2.5%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 3 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Detective 1st Year	68,239	72,386	82,046
Detective 2nd Year	69,399	73,546	83,340
Detective 3rd Year	76,344	80,491	91,084
Detective 4th Year	77,495	81,642	92,367
Detective 5th Year	80,967	85,114	96,238
Detective 6th Year	85,595	89,742	101,398
Detective 7th Year	87,905	92,052	103,974
Detective 8th Year	89,060	93,207	105,262
Detective 9th Year	91,895	96,042	108,423
Detective 10th Year	94,289	98,436	111,092
Detective Sergeant 1st Year	90,221	94,368	106,556
Detective Sergeant 2nd Year	90,221	94,368	106,556
Detective Sergeant 3rd Year	94,846	98,993	111,713
Detective Sergeant 4th Year	98,314	102,461	115,580
Detective Sergeant 5th Year	102,944	107,091	120,743
Detective Sergeant 6th Year	104,098	108,245	122,029
Detective Senior Sergeant 1st Year	102,944	107,091	120,743
Detective Senior Sergeant 2nd Year	104,098	108,245	122,029
Detective Senior Sergeant 3rd Year	106,408	110,555	124,605
Detective Senior Sergeant 4th Year	109,794	113,941	128,380

Table 3 - Police Prosecutors Salaries

From the beginning of the first full pay period to commence on or after 1 July 2014 - 2.27%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 4 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Prosecutor 1st Year	64,951	72,259	81,148
Prosecutor 2nd Year	66,055	73,363	82,379
Prosecutor 3rd Year	72,665	79,973	89,749
Prosecutor 4th Year	73,761	81,069	90,972
Prosecutor 5th Year	77,065	84,373	94,655
Prosecutor 6th Year	81,470	88,778	99,567
Prosecutor 7th Year	83,669	90,977	102,019
Prosecutor 8th Year	84,769	92,077	103,245
Prosecutor 9th Year	87,467	94,775	106,254
Prosecutor 10th Year	89,745	97,053	108,794
Prosecutor Sergeant 1st Year	85,873	93,181	104,476
Prosecutor Sergeant 2nd Year	85,873	93,181	104,476
Prosecutor Sergeant 3rd Year	90,276	97,584	109,386
Prosecutor Sergeant 4th Year	93,577	100,885	113,066
Prosecutor Sergeant 5th Year	97,983	105,291	117,979
Prosecutor Sergeant 6th Year	99,082	106,390	119,204
Prosecutor Senior Sergeant 1st Year	97,983	105,291	117,979
Prosecutor Senior Sergeant 2nd Year	99,082	106,390	119,204
Prosecutor Senior Sergeant 3rd Year	101,281	108,589	121,656
Prosecutor Senior Sergeant 4th Year	104,503	111,811	125,249

From the beginning of the first full pay period to commence on or after 1 July 2015 - 2.5%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 4 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Prosecutor 1st Year	66,575	74,066	83,178
Prosecutor 2nd Year	67,706	75,197	84,439
Prosecutor 3rd Year	74,482	81,973	91,994
Prosecutor 4th Year	75,605	83,096	93,247
Prosecutor 5th Year	78,992	86,483	97,023
Prosecutor 6th Year	83,507	90,998	102,057
Prosecutor 7th Year	85,761	93,252	104,571
Prosecutor 8th Year	86,888	94,379	105,827
Prosecutor 9th Year	89,654	97,145	108,911
Prosecutor 10th Year	91,989	99,480	111,515

Prosecutor Sergeant 1st Year	88,020	95,511	107,089
Prosecutor Sergeant 2nd Year	88,020	95,511	107,089
Prosecutor Sergeant 3rd Year	92,533	100,024	112,121
Prosecutor Sergeant 4th Year	95,916	103,407	115,893
Prosecutor Sergeant 5th Year	100,433	107,924	120,930
Prosecutor Sergeant 6th Year	101,559	109,050	122,185
Prosecutor Senior Sergeant 1st Year	100,433	107,924	120,930
Prosecutor Senior Sergeant 2nd Year	101,559	109,050	122,185
Prosecutor Senior Sergeant 3rd Year	103,813	111,304	124,698
Prosecutor Senior Sergeant 4th Year	107,116	114,607	128,381

From the beginning of the first full pay period to commence on or after 1 July 2016 - 2.5%			
Rank/Incremental Level	Base Salary Per Annum \$	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 4 Special Duties Allowance) Per Annum \$	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance) Per Annum \$
Prosecutor 1st Year	68,239	75,917	85,256
Prosecutor 2nd Year	69,399	77,077	86,550
Prosecutor 3rd Year	76,344	84,022	94,294
Prosecutor 4th Year	77,495	85,173	95,577
Prosecutor 5th Year	80,967	88,645	99,448
Prosecutor 6th Year	85,595	93,273	104,608
Prosecutor 7th Year	87,905	95,583	107,184
Prosecutor 8th Year	89,060	96,738	108,472
Prosecutor 9th Year	91,895	99,573	111,633
Prosecutor 10th Year	94,289	101,967	114,302
Prosecutor Sergeant 1st Year	90,221	97,899	109,766
Prosecutor Sergeant 2nd Year	90,221	97,899	109,766
Prosecutor Sergeant 3rd Year	94,846	102,524	114,923
Prosecutor Sergeant 4th Year	98,314	105,992	118,790
Prosecutor Sergeant 5th Year	102,944	110,622	123,953
Prosecutor Sergeant 6th Year	104,098	111,776	125,239
Prosecutor Senior Sergeant 1st Year	102,944	110,622	123,953
Prosecutor Senior Sergeant 2nd Year	104,098	111,776	125,239
Prosecutor Senior Sergeant 3rd Year	106,408	114,086	127,815
Prosecutor Senior Sergeant 4th Year	109,794	117,472	131,590

Table 4 - Commissioned Officers' Salaries

From the beginning of the first full pay period to commence on or after 1 July 2014 - 2.27%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	122,427
Inspector 2nd Year	128,655
Inspector 3rd Year	137,214
Inspector 4th Year	141,679
Inspector 5th Year	143,826
Inspector 6th Year	147,173
Inspector 7th Year	152,745
Inspector 8th Year	154,982
Superintendent 1st Year	166,776
Superintendent 2nd Year	172,911
Superintendent 3rd Year	175,142
Superintendent 4th Year	177,373
Superintendent 5th Year	179,977
Superintendent 6th Year	182,952
Superintendent 7th Year	185,184
Superintendent 8th Year	190,302

From the beginning of the first full pay period to commence on or after 1 July 2015 - 2.5%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	125,488
Inspector 2nd Year	131,871
Inspector 3rd Year	140,644
Inspector 4th Year	145,221
Inspector 5th Year	147,422
Inspector 6th Year	150,852
Inspector 7th Year	156,564
Inspector 8th Year	158,857
Superintendent 1st Year	170,945
Superintendent 2nd Year	177,234
Superintendent 3rd Year	179,521
Superintendent 4th Year	181,807
Superintendent 5th Year	184,476
Superintendent 6th Year	187,526
Superintendent 7th Year	189,814
Superintendent 8th Year	195,060

From the beginning of the first full pay period to commence on or after 1 July 2016 - 2.5%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	128,625
Inspector 2nd Year	135,168
Inspector 3rd Year	144,160
Inspector 4th Year	148,852
Inspector 5th Year	151,108
Inspector 6th Year	154,623
Inspector 7th Year	160,478
Inspector 8th Year	162,828

Superintendent 1st Year	175,219
Superintendent 2nd Year	181,665
Superintendent 3rd Year	184,009
Superintendent 4th Year	186,352
Superintendent 5th Year	189,088
Superintendent 6th Year	192,214
Superintendent 7th Year	194,559
Superintendent 8th Year	199,937

Table 5 - Travelling Allowance and Motor Vehicle Allowances

Item 1

Capital Cities	Per Day \$
Adelaide	280.45
Brisbane	328.45
Canberra	291.45
Darwin	339.45
Hobart	255.45
Melbourne	296.45
Perth	356.45
Sydney	308.45

High Cost Country Centres	Per Day \$
Albany (WA)	302.45
Alice Springs (NT)	273.45
Bordertown (SA)	258.45
Bourke (NSW)	288.45
Bright (VIC)	275.45
Broome (WA)	383.45
Bunbury (WA)	278.45
Burnie (TAS)	283.45
Cairns (QLD)	263.45
Carnarvon (WA)	274.45
Castlemaine (VIC)	263.45
Chinchilla (QLD)	266.45
Christmas Island (WA)	303.45
Cocos (Keeling) Islands (WA)	408.45
Colac (VIC)	261.45
Dalby (QLD)	267.45
Dampier (WA)	298.45
Derby (WA)	313.45
Devonport (TAS)	263.45
Emerald (QLD)	279.45
Esperance (WA)	258.45
Exmouth (WA)	378.45
Geraldton (WA)	298.45
Gladstone (QLD)	310.45
Gold Coast (QLD)	272.45
Gosford (NSW)	263.45
Halls Creek (WA)	322.45
Hervey Bay (QLD)	280.45

Horn Island (QLD)	323.45
Jabiru (NT)	315.45
Kalgoorlie (WA)	282.45
Karratha (WA)	470.45
Katherine (NT)	257.45
Kingaroy (QLD)	257.45
Kununurra (WA)	325.45
Mackay (QLD)	284.45
Maitland (NSW)	275.45
Mount Isa (QLD)	283.45
Mudgee (NSW)	258.45
Newcastle (NSW)	278.45
Newman (WA)	318.45
Norfolk Island	452.45
Northam (WA)	286.45
Orange (NSW)	278.45
Port Hedland (WA)	418.45
Port Lincoln (SA)	293.45
Port Macquarie (NSW)	263.45
Port Pirie (SA)	263.45
Queanbeyan (NSW)	256.45
Roma (QLD)	262.45
Thursday Island (QLD)	323.45
Wagga Wagga (NSW)	264.45
Weipa (QLD)	261.45
Whyalla (SA)	279.45
Wilpena-Pound (SA)	290.45
Wollongong (NSW)	259.45
Wonthaggi (VIC)	261.45
Yulara (NT)	403.45

Tier 2 Country Centres	Per Day \$
Albury (NSW)	246.15
Ararat (VIC)	246.15
Armidale (NSW)	246.15
Ayr (QLD)	246.15
Bairnsdale (VIC)	246.15
Ballarat (VIC)	246.15
Bathurst (NSW)	246.15
Bega (NSW)	246.15
Benalla (VIC)	246.15
Bendigo (VIC)	246.15
Broken Hill (NSW)	246.15
Bundaberg (QLD)	246.15
Ceduna (SA)	246.15
Charters Towers (QLD)	246.15
Coffs Harbour (NSW)	246.15
Cooma (NSW)	246.15
Dubbo (NSW)	246.15
Echuca (VIC)	246.15
Geelong (VIC)	246.15
Goulburn (NSW)	246.15
Griffith (NSW)	246.15
Gunnedah (NSW)	246.15
Hamilton (VIC)	246.15

Horsham (VIC)	246.15
Innisfail (QLD)	246.15
Kadina (SA)	246.15
Launceston (TAS)	246.15
Mildura (VIC)	246.15
Mount Gambier (SA)	246.15
Muswellbrook (NSW)	246.15
Naracoorte (SA)	246.15
Nowra (NSW)	246.15
Port Augusta (SA)	246.15
Portland (VIC)	246.15
Queenstown (TAS)	246.15
Renmark (SA)	246.15
Rockhampton (QLD)	246.15
Sale (VIC)	246.15
Seymour (VIC)	246.15
Shepparton (VIC)	246.15
Swan Hill (VIC)	246.15
Tamworth (NSW)	246.15
Tennant Creek (NT)	246.15
Toowoomba (QLD)	246.15
Townsville (QLD)	246.15
Tumut (NSW)	246.15
Wangaratta (VIC)	246.15
Warrnambool (VIC)	246.15
Other country centres	\$224.15

Item 2

Incidental expenses allowance - when claiming actual expenses - all locations \$18.75

Item 3

Meal allowances - when claiming actual expenses on overnight stays

Capital cities and high cost country centres

\$

Breakfast	25.90
Lunch	29.15
Dinner	49.65

Tier 2 and other country centres

Breakfast	23.20
Lunch	26.50
Dinner	45.70

Item 4

Use of Private Motor Vehicle

	Cents per kilometre
Official Business	66.0
Casual Rate	26.4
Motor Cycle Allowance (50% of the official business rate)	33.0

Table 6 - Remote Areas - Living Allowance

Item 1

With Dependents	Per Annum \$
Grade A	1,970
Grade B	2,613
Grade C	3,490

Item 2

Without Dependents	Per Annum \$
Grade A	1,375
Grade B	1,832
Grade C	2,445

Table 7 - Detectives' Special Allowance

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 July 2014 - 2.27%	1,726
From the beginning of the first full pay period to commence on or after 1 July 2015 - 2.5%	1,769
From the beginning of the first full pay period to commence on or after 1 July 2016 - 2.5%	1,813

Table 8 - Prosecutors' Special Allowance

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 July 2014 - 2.27%	1,420
From the beginning of the first full pay period to commence on or after 1 July 2015 - 2.5%	1,456
From the beginning of the first full pay period to commence on or after 1 July 2016 - 2.5%	1,492

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

From the beginning of the first full pay period to commence on or after 1 July 2014 - 2.27%

\$ Per Annum

Grade 1 Six months following permanent appointment	1,126
Grade 2 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	1,687 1,968 2,246
Grade 3 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	2,814 3,375 3,947
Grade 4 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	4,778 5,903 7,308

From the beginning of the first full pay period to commence on or after 1 July 2015 - 2.5%

\$ Per Annum

Grade 1 Six months following permanent appointment	1,154
Grade 2 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	1,729 2,017 2,302
Grade 3 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	2,884 3,459 4,046
Grade 4 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	4,897 6,051 7,491

From the beginning of the first full pay period to commence on or after 1 July 2016 - 2.5%

\$ Per Annum

Grade 1 Six months following permanent appointment	1,183
Grade 2 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	1,772 2,067 2,360
Grade 3 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	2,956 3,545 4,147
Grade 4 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	5,019 6,202 7,678

Table 10 - Forensic Services Group Expert Allowance

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 July 2014 - 2.27%	16,338
From the beginning of the first full pay period to commence on or after 1 July 2015 - 2.5%	16,746
From the beginning of the first full pay period to commence on or after 1 July 2016 - 2.5%	17,165

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

Commencing from the first full pay period to begin on or after 1 January 2003
Professional/Academic Qualification

	Per Annum \$
Diploma in Criminology	398
Bachelor or Law Degree and Other relevant approved Degrees Or Associate Diplomas or Associate Diploma in Justice Administration	792

With effect from 1 January 2002:

Vocationally relevant degrees as defined in subclause 45.3, Professional Academic Qualifications Allowances.	792
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Table 12 - On-Call Allowances (Non-Commissioned Officers)

From the beginning of the first full pay period to commence on or after 1 July 2014 - 2.27%

	\$
Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is;	18.62
Where the period advised to be on call is 24 hours, for each such period the rate is;	27.91
Vehicle Care as defined in 43.2	9.28

From the beginning of the first full pay period to commence on or after 1 July 2015 - 2.5%

Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is;	19.09
Where the period advised to be on call is 24 hours, for each such period the rate is;	28.61
Vehicle Care as defined in 43.2	9.51

From the beginning of the first full pay period to commence on or after 1 July 2016 - 2.5%

Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is;	19.57
Where the period advised to be on call is 24 hours, for each such period the rate is;	29.33
Vehicle Care as defined in 43.2	9.75

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

Table 13 - Meal Allowances (Non-Commissioned Officers)

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

when they have worked more than one half hour beyond the completion of a rostered shift or

where they have performed duty at a place where no reasonable meal facilities were available for partaking of a meal or

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

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

Breakfast	\$28.80
Lunch	\$28.80
Dinner	\$28.80
Supper	\$10.75

Table 14 - Stocking Allowance (Non-Commissioned Officers)

	Maximum Per Annum \$
Stocking Allowance	121.00

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

Non-Commissioned Officers required to perform duty in plain clothes shall be paid the following allowances in accordance with the provisions of clause 64 - Provision of Uniform lieu of the provision of uniform. (Note: Non-Commissioned Officers paid as Detectives under clause 38 Salaries (Detectives) or as Police Prosecutors under clause 39 Salaries (Police Prosecutors) shall not be entitled to a Plain Clothes Allowance).

	Per Annum \$
Non-Commissioned Officers required to perform duty in snow climate areas as specified in paragraph 64.6 - Provision of Uniform	1,467.00
Non-Commissioned Officers required to perform duty in cold climate areas (category 2) as specified in paragraph 64.5 - Provision of Uniform	1,404.00
Non-Commissioned Officers required to perform duty in cold climate areas (category 1) as specified in paragraph 64.4 - Provision of Uniform	1,372.00
All other Non-Commissioned officers.	1,259.00

Table 16 - Special Operations Allowance

Senior Constable Level 3 (loaded hourly rate)	\$44.40
Incidental Allowance	\$18.75
Operations Allowance	\$10.00
Total	\$73.15

SCHEDULE 1

Crown Employees (Police Officers - 2009) Award - History

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

Crown Employees (Police Officers - 2013) Award - History

Date Published	Volume	Publication No.	Description
25 June 2013	375	C8069	Award

Crown Employees (Police Officers - 2014) Award - History

Date Published	Volume	Publication No.	Description
22 August 2014	376	C8235	Award

J. D. STANTON, Commissioner

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