

**CROWN EMPLOYEES (NSW POLICE FORCE POLICE BAND)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00006990)

Before Commissioner Stanton

2 August 2016

REVIEWED AWARD

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PART A

1. Title

This award shall be known as the *Crown Employees (NSW Police Force Police Band) Award*.

2. Definitions

- (a) "Officer" means and includes all persons employed as Musicians within the Police Band by the NSW Police Force who, as at 28 July 1997, were occupying one of such positions or who, after that date, are appointed to such a position.
- (b) "Commissioner" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.
- (c) "Service" means continuous service. Future appointees shall be deemed to have the years of service indicated by the rates of pay at which they are appointed.
- (d) "Promotional position" means the positions of Senior Musician (Police Band).
- (e) "the Police Band" when used in the appropriate context may refer to all positions within the Police Band including promotional positions.
- (f) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (g) "Award" means the *Crown Employees (NSW Police Force Police Band) Award*.
- (h) "Domestic Violence" means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

3. Salaries

An officer shall, according to the position held and years of service, be paid an annual salary of not less than the amounts as set out in Table 1 - Salaries, of Part B, Monetary Rates.

4. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 4.1 The entitlement to salary package in accordance with this clause is available to all officers covered by this award.
- 4.2 For the purpose of this clause:
 - (i) "salary" means the salary or rate of pay prescribed for the officer's classification by clause 3, Salaries, or Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (ii) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS-HELP payments, child support payments, and judgement debtor/garnishee orders.

- 4.3 By mutual agreement with the Commissioner, an officer may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (i) a benefit or benefits selected from those approved by the Commissioner, and
 - (ii) an amount equal to the difference between the officer's salary, and the amount specified by the Commissioner for the benefit provided to or in respect of the officer in accordance with such agreement.
- 4.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 4.5 The agreement shall be known as a Salary Packaging Agreement.
- 4.6 Except in accordance with subclause 4.7, 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.
- 4.7 Where an officer makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the officer may elect to have the amount sacrificed:
- (i) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (ii) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (iii) subject to NSW Police Force agreement, paid into another complying superannuation fund.
- 4.8 Where the officer makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 4.9 Where the officer makes an election to salary package and where the officer is a member of a superannuation scheme established under the:
- (i) *Police Regulation (Superannuation) Act 1906*;
 - (ii) *Superannuation Act 1916*;
 - (iii) *State Authorities Superannuation Act 1987*; or
 - (iv) *State Authorities Non-contributory Superannuation Act 1987*,
the NSW Police Force must ensure that the officer's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 4.10 Where the officer makes an election to salary package, and where the officer is a member of a superannuation fund other than a fund established legislation listed in subclause 4.9 of this clause, the NSW Police Force must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the NSW Police Force may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 4.11 Where the officer makes an election to salary package:
- (i) 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

- (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's rate of pay, shall be calculated by reference to the rate which would have applied to the officer under clause 3, Salaries, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- 4.12 The NSW Police Force may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 4.13 The NSW Police Force will determine from time to time the value of the benefits provided following discussions 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.

5. Anti-Discrimination

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

6. Progression

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

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

Promotional positions within the Police Band will be filled by way of open competitive selection upon the occurrence of a vacancy. The following procedure stipulates the method by which officers will be appointed to promotional positions and ensures that such appointments are based on merit selection principles.

6.1 Advertisement Action

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

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

6.2 Selection Committee

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

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

6.3 Convenor

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

The convenor will also undertake the administrative work associated with the selection process.

6.4 Culling of Applications

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

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

6.5 Notice of Interview

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

6.6 Attendance at Interview

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

6.7 Selection Committee Report

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

6.8 Approving Officer

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

6.9 Services Check

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

7. Future Adjustments

Should there be a variation to the *Crown Employees (Public Sector - Salaries 2016) Award*, or an award replacing it during the term of this award by way of salary increase, this award shall be varied to give effect to any such salary increase, from the operative date of the variation of the former award or replacement award.

8. Higher Duties Allowance

Officers who provide relief in positions which attract a higher rate of pay will receive payment of an allowance in compensation for the period of relief provided, subject to the following conditions:

- 8.1 the relieving officer performs all of the duties and assumes all of the responsibilities of the higher position.
- 8.2 the period of relief is not less than 5 consecutive working days in duration.
- 8.3 where an officer performing higher duties is required to work overtime, payment will be made at the higher rate.
- 8.4 the supervising officer will be responsible for substantiating that payment of the allowance is justified.
- 8.5 there shall be no payment of higher duties allowances arising from the operation of the 38 hour week.

9. Doubling Allowance

- 9.1 Officers required to "double" on any musical instrument shall be paid an allowance per annum as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. From 1 July 2008, the allowance shall be adjusted in accordance with the percentage increase applying to salary rates.
- 9.2 The doubling allowance shall be disregarded in computing the 10% loading prescribed in Table 1 - Salaries, of Part B, Monetary Rates, and payments for overtime worked.

10. Hours

(a) General

- 10.1 Except as provided in clause 14, Flexible Rosters of this award, the ordinary hours of duty for officers shall be an average of 38 per week or 76 per fortnight and shall be worked from Sunday to Saturday inclusive.

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

- 10.2 Ordinary hours shall not exceed 8 per day and shall be worked continuously from starting time except as provided in clause 11, Meals of this award. Officers shall not be rostered to work broken shifts except in the public interest or on reasonable request by the Commander, NSW Police Force Band.
- 10.3 Rostered shifts of 8 hours may be arranged on the basis of 5 rostered shifts and 2 rest days in any period of a week or 10 rostered shifts and 4 rest days in any period of 2 weeks. An officer's

roster shall be arranged, as far as practicable, to allow 1 rest day on each alternate Sunday with 2 rest days comprising 1 weekend in 4.

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

(b) 38 Hour Week Operation

10.5 The hours of duty shall be an average of 38 per week on the basis of accruing 1 day off per 20 day cycle to be taken as a block of days except where a rostered day off may be taken at the discretion of the Commissioner of Police.

10.6 The maximum accrual of days off shall be 12 working days per annum on the basis of no accrual of the 13th day during the first 4 weeks of annual leave. In order to meet NSW Police Force requirements and in the event of unforeseen circumstances arising, the day off may be deferred and taken at a suitable later time.

10.7 All paid ordinary working time and paid leave of absence goes towards the accrual of time for the rostered day off. However, where extended long service, sick leave or workers' compensation paid absences occur accrual only applies to the extent necessary to enable the rostered day off immediately following resumption to be allowed.

10.8 There will be mutual co-operation at all levels to ensure that the efficiency of the Band is maintained at the pre-existing standards without additional overtime being worked.

10.9 There shall be no payment of higher duties allowances arising from the rostered day off. There shall be no eligibility for sick leave when on rostered leave arising from the 38 hour week.

10.10 Wages and salaries will be paid into banking or other accounts.

10.11 All restrictive work practices are to be eliminated.

11. Meals

11.1 An officer shall be allowed an unbroken period of not less than 30 minutes in the aggregate each shift for meals. Such time shall not be counted as time worked.

11.2 An officer shall not normally be required to work for more than 5 hours without a meal break.

11.3 An officer who actually incurs expense in purchasing a meal and has worked more than one half hour beyond the completion of a rostered shift shall be entitled to be compensated at the rates for the payment of meal allowances prescribed from time to time by the NSW Police Force. Provided that where actual expenditure exceeds the rates prescribed an officer shall be entitled to a refund of amounts actually and reasonably incurred upon production of receipts.

12. Lactation Breaks

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

12.2 A full time officer or a part time officer working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.

12.3 A part time officer working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.

12.4 A flexible approach to lactation breaks can be taken by mutual agreement between a officer and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration

to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the officer.

- 12.5 The Commissioner shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 12.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and officer will take place to attempt to identify reasonable alternative arrangements for the officer's lactation needs.
- 12.7 Officers experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 12.8 Officers needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 3 Sick Leave of Uniform Leave Conditions for Ministerial Employees in Government Departments and Equivalent Employees in Corporate Bodies, or access to flexible working hours provided in clauses 10, Hours and 14, Flexible Rosters of this award, where applicable.

13. Shift Work Allowance

- 13.1 An officer who works the full shift of not less than 8 hours shall be paid, in addition for each shift actually worked, a shift allowance as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- 13.2 It is agreed that shift allowances shall be subject to variation only to the extent of any variation in the same rate prescribed by the *Crown Employees (Police Officers - 2014) Award* from time to time.

14. Flexible Rosters

- 14.1 Notwithstanding clause 10, Hours of this award the parties agree that where the majority of officers agree and the Commander, NSW Police Force Band agrees, a trial of a flexible roster system may be implemented. Such a trial shall be for a period of up to 6 months in the first instance, following which the parties may agree to the adoption of the flexible roster as an ongoing arrangement.
- 14.2 The conditions of any such trial shall be in accordance with the Parameters for Flexible Rostering, Administrative Officers and Ministerial Employees, Etc., and the Guidelines for the Taking and Recording of Leave, Etc., Administrative Officers and Ministerial Employees, Etc.

15. Overtime

- 15.1 Subject to subclause 16.2 of clause 16, Recall to Duty, the NSW Police Force may require an officer to work reasonable overtime at overtime rates.
- 15.2 An officer may refuse to work overtime in circumstances where the working of such overtime would result in the officer working hours which are unreasonable. What is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to officer health and safety;
 - (ii) the officer's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Commander, NSW Police Force Band of the overtime and by the officer of his or her intention to refuse it; and

(v) any other relevant matter.

- 15.3 All time worked outside the ordinary hours of work prescribed by clause 10, Hours of this award, shall be paid at the rate of time and one half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work. Provided that an officer who works overtime on a public holiday as prescribed in clause 24, 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 in this subclause, in computing overtime, each days work shall stand-alone.
- 15.4 Overtime shall be calculated to the nearest quarter hour provided that periods of less than a quarter hour shall not be counted.
- 15.5 Overtime shall be calculated on an hourly rate of pay of the annual salary. In this regard the 10% loading is not part of annual salary and shall not be taken into account when calculating payment of overtime.
- 15.6 Time spent travelling shall not be calculated as overtime.
- 15.7 Approval to work overtime shall be obtained from the Commander, NSW Police Force Band.
- 15.8 Where two or more periods of overtime are worked on one day, then only the time actually worked shall count for the determination of the commencement of the payment of double time.
- 15.9 An officer may elect, subject to the convenience of the employer, to take time off in lieu of the payment of overtime.

16. Recall to Duty

- 16.1 "Recall to duty" is the interference with the period of time off work between the arrival of an officer at home after the conclusion of one shift and the commencement of the next rostered shift caused by the necessity for an officer to perform duty.
- A recall to duty commences when the officer commences duty (excluding travel from home) and terminates when the duty is completed (excluding travel to home) or the commencement of the next rostered shift whichever is the sooner.
- 16.2 An officer recalled to duty shall be paid, subject to subclause 15.8 of clause 15, Overtime of this award, for the time worked on such recall to duty between normal rostered shifts a minimum of 3 hours at the overtime rate specified in subclause 15.3 for each time so recalled, except where such duty is continuous with the commencement of the next rostered shift.
- 16.3 An officer recalled to duty within 3 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 the commencement of such shift.
- 16.4 The minimum period for the payment of overtime worked specified in subclause 15.4 shall not apply to entitlements under this clause.
- 16.5 An officer who performs the duty for which recalled within the minimum period of 3 hours shall not be required to undertake any additional duty for the remainder of the 3 hour period.
- 16.6 An officer recalled to duty whose period of duty and travel to and from the place where the duty is performed exceeds 3 hours shall, in addition to payment for the recall to duty, be compensated at the rate specified hereafter for travelling time in clause 18, for any period of travel exceeding 2 hours.
- 16.7 An officer recalled to duty during any period of annual or long service leave may elect to be re credited 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 8 hours at the rate of time and one half for each such day or part thereof.

- 16.8 Time worked in excess of 8 hours on any recall to duty during annual or long service leave shall be compensated at the rate of double time.
- 16.9 Travelling time incurred in any recall to duty from annual or long service leave which exceed the minimum 8 hours granted under subclause 16.7 of this clause shall be compensated at the rate of ordinary time.
- 16.10 An officer recalled to duty on a public holiday shall be paid in accordance with subclause 17.2 of this clause.

17. Penalty Provisions Not Cumulative

Where two or more penalty and/or overtime provisions could apply in a particular situation, NSW Police Force shall pay only one of such provisions. Where the provisions are not identical, the higher or highest, as the case may be, shall apply.

18. Travelling Time

- 18.1 Travelling time shall be compensated by the payment of ordinary time rates on an hour for hour basis up to a maximum of 8 hours in any period of 24 hours.
- 18.2 Travelling time shall mean a period spent in the movement of an officer from one locality to another where the primary objective of the journey is the movement of that officer to the latter locality and no specific task other than travelling is directed in advance to be performed by such officer during that period.

Provided that travelling time will not apply in respect of:

- (i) Any period of travel during the rostered shift of an officer or any period during which overtime accrues.
- (ii) Any period of travel between the home of an officer and place of attachment - provided further that when an officer is directed to perform duty at a location other than at the normal place of attachment, the travelling time to and from that locality which exceeds that taken in travelling between home and the place of attachment shall be compensated in terms of subclause 18.1 of this clause.
- (iii) Any period when an officer is travelling by train between the hours of 11 pm and 8 am when sleeping accommodation is provided.
- (iv) Any period of travel by an officer recalled to duty in terms of subclause 16.1 of clause 16, Recall to Duty of this award. Provided that any officer so recalled to duty who resides at such a distance from the place to which recalled that the officer cannot reasonably travel from the place of residence, perform the duty for which recalled and return to the place of 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 2 hours.
- (v) Any period between arrival of an officer at the destination or a place en route to the destination where accommodation is provided and departure from the destination or the place en route for the purpose of travelling to the destination or returning to the place of residence or the normal place of attachment.

Provided further that on the day of arrival of an officer at the destination and on the day of departure from the destination for the journey to the place of residence or normal place of attachment the officer will be compensated in terms of subclause 18.1 of this clause for one third of the period:

- (1) Between the time of arrival and commencement of duty or rostered shift;

- (2) Between the time of completion of duty or rostered shift and time of departure.
- (vi) For the purpose of this subclause, any period between the hours of 6 pm and 8 am during which an officer is provided with accommodation at the destination will be disregarded.

19. Travelling Allowance

Travelling allowance provisions shall be the same as those applying to non-commissioned police officers from time to time.

20. Travelling to Distant Work

- 20.1 Where an officer performs duty at a place other than the normal place of attachment, the time taken travelling to and from such place in excess of normal travelling time between home and the place of attachment shall be compensated by payment at the rate of ordinary time.
- 20.2 An officer so employed shall be entitled to recover from the employer the cost of any fares in excess of those normally incurred in travelling between home and the place of attachment.

21. Leave

- 21.1 The Uniform Leave Conditions for Ministerial Employees shall apply provided that full time officers shall be entitled to 6 weeks (228 hours) recreation leave per annum.
- 21.2 As a general principal recreation leave including additional leave (if applicable) will be applied for in advance and be taken in periods of a full week only. Whilst this general principle will apply, officers may in emergency circumstances apply in advance for leave of a lesser period than a week. Such applications may be approved at the discretion of the officer in charge.
- 21.3 Consistent with the *Crown Employees (NSW Police Force Administrative Officers and Temporary Employees) Award 2009*, the parties agree that a block of two weeks recreation leave shall be taken each leave year unless insufficient paid leave is available.
- 21.4 The NSW Industrial Relations Commission's Family Provisions Case 2005 applies to officers in relation to Carers Leave and Parental Leave.
- 21.5 The Enhanced Conditions relating to Maternity, Adoption, Parental and Extended Leave from the settlement of the Association's 2004 Pay Case apply to officers (refer Premier's Department Circular No 2004 - 45).

22. Leave for Matters Arising from Domestic Violence

- 22.1 The definition of domestic violence is found in clause 2(h), of clause 2 Definitions, of this award.
- 22.2 Leave for Special Purposes and Sick Leave, provided for by the Uniform Leave Conditions for Ministerial Employees, Leave, may be used by officers experiencing domestic violence.
- 22.3 Where the leave entitlements referred to in subclause 21.2 are exhausted, the Commissioner shall grant up to five days Special Leave, per calendar year, to be used for absences from the workplace to attend to matters arising from domestic violence situations.
- 22.4 The Commissioner will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 22.5 Personal Information concerning domestic violence will be kept confidential by the NSW Police Force.
- 22.6 An application for leave for matters arising from domestic violence under this clause will trigger the NSW Police Force response to domestic and family violence with respect to the immediate and long term protection of victims, including specific police obligations for the investigation and management of

such matters. Such actions are in line with obligations under the *Crimes (Domestic and Personal Violence) Act 2007*.

- 22.7 The Commissioner, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

23. Additional Annual Leave

- 23.1 Officers shall be entitled to additional annual leave on the following basis:

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period	Additional 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

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

24. Public Holidays

- 24.1 An officer required to work on the days on which New Year's Day, Anniversary Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are observed and special days appointed by proclamation as public holidays throughout the State, shall be paid at the rate of time and one half (i.e., half time in addition to the ordinary rate).
- 24.2 An officer rostered to take a public holiday as a rest 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 day at the overtime rate specified in subclause 15.1 of clause 15, Overtime.
- 24.3 For the purposes of this clause the ordinary rate excludes the 10% loading as defined in Table 1 - Salaries, of Part B, Monetary Rates.

25. Introduction of New Technology

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

26. Introduction of Change

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

27. Disputes/Grievance Settlement Procedure

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

- 27.1 Where a dispute/grievance arises at a particular work location, discussions including the remedy sought shall be held as soon as possible, and in any event within two working days of such notification, between the officer/s concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.

- 27.2 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the officer to advise their immediate supervising officer the notification may occur to the next appropriate level of management, including where required, to the Commissioner or delegate.
- 27.3 Failing resolution of the issue further discussions shall take place as soon as possible, and in any event within two working days of such failure, between the individual officer/s and at their request the local delegate or workplace representative and the Commander, NSW Police Force Band or nominee.
- 27.4 If the dispute/grievance remains unresolved the employee/s, local delegate or workplace representative or Commander, NSW Police Force Band may refer the matter to the Director, Public Affairs for discussion between the Director or delegate and the Association. Those discussions should take place as soon as possible and in any event within two working days of such referral.
- 27.5 If the dispute is not resolved at that stage the matter is to be referred to the Employee Relations Unit of the NSW Police Force who will assume responsibility for liaising with members of the Senior Executive Service of the NSW Police Force and the Association and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought if such is the case.
- 27.6 The matter will only be referred to the Industrial Relations Commission of NSW if:
- (i) The final decision of the Commissioner of Police does not resolve the dispute/grievance; or
 - (ii) The final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Employee Relations Unit, or other agreed time frame.
- 27.7 At no stage during a dispute that specifically relates to any industrial agreement in force may any stoppage of work occur or any form of ban or limitation be imposed.
- 27.8 In cases where a dispute is premised on an issue of safety, consultation between the Association and the Employee Relations Unit should be expedited. The status quo shall remain until such matter is resolved.
- 27.9 The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.
- 27.10 This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.
- 27.11 Throughout each stage parties involved should ensure that the relevant facts are clearly identified and documented. Parties should also be committed to following the procedure with as much timeliness as possible.

28. NSW Police Force Police Band Consultative Committee

- 28.1 It is intended for the purpose of this agreement to establish a forum within which matters concerning the formation of policy and procedures may be addressed.
- 28.2 The parties agree that members of the Committee should include 3 representatives from the NSW Police Force (one being the Commander, NSW Police Force Band or nominee, the second being a further nominee of the Commander, NSW Police Force Band, and the third being a nominee of the Director, Public Affairs Branch); a representative of the Association and 2 delegates.
- 28.3 This Committee shall meet on a needs basis within one week at the request of either party, or other agreed time frame.

29. Public Interest

- 29.1 The parties agree that any provision of this Award may be suspended by the Commissioner of Police where emergency circumstances or the public interest require that they be varied temporarily.

- 29.2 The Commissioner of Police reserves the right to apply to vary, after first consulting with the Association, any of the provisions of the Award which the Commissioner considers are no longer appropriate when regard is had to similar provisions then applying to non commissioned police officers.

30. Disciplinary Guidelines

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

31. Deduction of Association Membership Fees

- 31.1 The Association shall provide the NSW Police Force with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- 31.2 The Association shall advise the NSW Police Force of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided to the NSW Police Force at least one month in advance of the variation taking effect.
- 31.3 Subject to subclauses 31.1 and 31.2 of this clause, the NSW Police Force shall deduct Association fortnightly membership fees from the pay of any officer who is a member of the Association in accordance with the Association's rules, provided that the officer has authorised the NSW Police Force to make such deductions.
- 31.4 Monies so deducted from the officer's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to officer's Association membership accounts.
- 31.5 Unless other arrangements are agreed to by the NSW Police Force and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- 31.6 Where an officer has already authorised the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the officer to make a fresh authorisation in order for such deductions to continue.

32. Secure Employment

32.1 Work Health and Safety

- (i) For the purpose of this subclause, the following definitions shall apply:
- (1) A 'labour hire business' is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (1) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause 32.1 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

32.2 Disputes Regarding the Application of this Clause

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

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

33. Area, Incidence and Duration

- 33.1 This award shall apply to the Police Band who were employed by NSW Police Force as at 28 July 1997 or who are subsequently employed. Except where inconsistent with this award, the provisions of any other existing Determination or Award will continue to apply.
- 33.2 The changes made to the award pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 August 2016.
- 33.3 Changes made to this award subsequent to the *Crown Employees (NSW Police Force Special Constables) (Police Band) Award* being published on 31 August 2012 (374 I.G. 452) have been incorporated into this award as part of the review.
- 33.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B
MONETARY RATES

Table 1 - Salaries

Effective from the first full pay period to commence on or after 1 July 2016.

In addition to the salaries prescribed in Column 1, officers shall be paid a loading in accordance with Column 2 for work performed on weekends and other incidents of employment not otherwise provided for elsewhere in this award.

(a) Musicians (Police Band)

Musicians (Police Band)	\$ per annum	\$ per annum	\$ per annum
	Column 1 Base	Column 2 Loading (10%)	Column 3 Total
1st year of service	57,656	5,766	63,422
2nd year of service	58,684	5,868	64,552
3rd year of service	59,695	5,970	65,665
4th year of service	60,785	6,079	66,864
5th year of service	63,649	6,365	70,014
6th year of service and thereafter	64,754	6,475	71,229

(b) Senior Musicians (Police Band)

Senior Musicians (Police Band)	\$ per annum	\$ per annum	\$ per annum
	Column 1 Base	Column 2 Loading (10%)	Column 3 Total
1st year of service and thereafter	67,190	6,719	73,909

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Subject Matter	Amount \$ Effective from the first full pay period on or after 1.7.2016
1	9	Doubling Allowance	1069 per annum
2	13	Shift Work Allowance -	Effective from the first full pay period on or after 1.7.2016
	Shift	Shift Commencing Time	
	A	At or after 1 pm and before 4 pm	40.38
	B	At or after 4pm and before 4am	47.10
	C	At or after 10am and before 1pm	26.92
	C	At or after 4am and before 6am	26.92

J. D. STANTON, Commissioner