

**CROWN EMPLOYEES (NSW POLICE FORCE SPECIAL
CONSTABLES) (SECURITY) AWARD 2018**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Commissioner of Police.

(Case No. 2018/144129)

Before Chief Commissioner Kite

17 May 2018

AWARD

Arrangement

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PART A

SECTION 1 - FRAMEWORK

1. Title

This award shall be known as the Crown Employees (NSW Police Force Special Constables) (Security) Award 2018.

2. Definitions

- (a) "Officer" means and includes all persons employed as Special Constables (Security) by the NSW Police Force who, as at 30 July 1997, were occupying one of such positions or who, after that date, were appointed to such a position.
- (b) "Commissioner" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.

- (c) "Service" means continuous service. Future appointees shall be deemed to have the years of service indicated by the rates of pay at which they are appointed.
- (d) "Promotional position" means the positions of Senior Special Constable (Security).
- (e) "Special Constable (Security)" when used in the appropriate context may refer to all positions of Special Constables (Security) including promotional positions.
- (f) "Part Time Special Constable (Security)" means an officer employed under the provisions of clause 15, Part-time Employment, of this award.
- (g) "Casual Special Constable (Security)" means an officer employed under the provisions of clause 16, Casual Employment, of this award.
- (h) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (i) "Award" means the Crown Employees (NSW Police Force Special Constables) (Security) Award 2018.
- (j) "Domestic Violence" means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

3. Disputes/Grievance Settlement Procedure

- 3.1 The resolution of or settlement of disputes and/or individual grievances of officers arising throughout the life of this award shall be dealt with in the manner prescribed hereunder:
 - 3.1.1 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.
 - 3.1.2 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.
 - 3.1.3 Failing resolution of the issue further discussions shall take place as soon as possible, and in any event within two working days of such failure, between the individual officer/s and at their request the local Association delegate or workplace representative and the Commander, Security Management Group or nominee.
 - 3.1.4 If the dispute/grievance remains unresolved the officer/s, local delegate or workplace representative or Commander, Security Management Group may refer the matter to Operational Communications & Information Command for discussion between the Commander or delegate and the Association. Those discussions should take place as soon as possible and in any event within two working days of such referral.
 - 3.1.5 If the dispute/grievance 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.
 - 3.1.6 The matter will only be referred to the Industrial Relations Commission if:
 - (a) The final decision of the Commissioner of Police does not resolve the dispute/grievance;
or

- (b) The final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Employee Relations Unit, or other agreed time frame.
- 3.1.7 At no stage during a dispute that specifically relates to this award may any stoppage of work occur or any form of ban or limitation be imposed.
- 3.1.8 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.
- 3.1.9 The whole concept of a dispute settlement procedure is to resolve dispute at the level as close as possible to the source of dispute.
- 3.1.10 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.
- 3.1.11 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.

4. 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 security services.

5. Introduction of Change

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

SECTION 2 - WAGES

6. Wages

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

7. Wage Packaging Arrangements, Including Wages Sacrifice to Superannuation

- 7.1 The entitlement to wage package in accordance with this clause is available to:
 - (a) full-time and part-time officers; and
 - (b) casual officers, subject to New South Wales Police Force convenience, and limited to wage sacrifice to superannuation in accordance with subclause 7.7.
- 7.2 For the purposes of this clause:
 - 7.2.1 "wage" means the rate of pay prescribed for the officer's classification by clause 3, Wages, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - 7.2.2 "post compulsory deduction wage" means the amount of wage available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS-HELP payments, child support payments, and judgement debtor/garnishee orders.

- 7.3 By mutual agreement with the Commissioner, an officer may elect to package a part or all of their post compulsory deduction wage in order to obtain:
- 7.3.1 a benefit or benefits selected from those approved by the Commissioner, and
 - 7.3.2 an amount equal to the difference between the officer's wage, and the amount specified by the Commissioner for the benefit provided to or in respect of the officer in accordance with such agreement.
- 7.4 An election to wage package must be made prior to the commencement of the period of service to which the earnings relate.
- 7.5 The agreement shall be known as a Wage Packaging Agreement.
- 7.6 Except in accordance with subclause 7.7, a Wage Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Commissioner at the time of signing the Wage Packaging Agreement.
- 7.7 Where an officer makes an election to sacrifice a part or all of their post compulsory deduction wage as additional employer superannuation contributions, the officer may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to New South Wales Police Force agreement, paid into another complying superannuation fund.
- 7.8 Where the officer makes an election to wage sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 7.9 Where the officer makes an election to wage package and where the officer is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,
- the New South Wales Police Force must ensure that the officer's superable wage for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Wage Packaging Agreement had not been entered into.
- 7.10 Where the officer makes an election to wage package, and where the officer is a member of a superannuation fund other than a fund established under legislation listed in subclause 7.9 of this clause, the New South Wales Police Force must continue to base contributions to that fund on the wage payable as if the Wage Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the New South Wales Police Force may be in excess of superannuation guarantee requirements after the wage packaging is implemented.
- 7.11 Where the officer makes an election to wage package:
- 7.11 subject to Australian Taxation law, the amount of wage packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and

- 7.11 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the officer under clause 6, Wages, or Part B of this Award if the Wage Packaging Agreement had not been entered into.
- 7.12 The New South Wales Police Force may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Wage Packaging Agreement from date of such variation.
- 7.13 The New South Wales Police Force will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Wage Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Wage Packaging Agreement.

8. Future Adjustments

The parties recognise that the wages prescribed in Table 1 - Wages, of Part B, Monetary Rates, establish a wages structure for Special Constables (Security). Should there be a variation to the Crown Employees (Public Sector - Salaries 2017) Award, or any award replacing it, during the term of this award, by way of salary increase, this award shall be varied to give effect to any such salary increase from the operative date of the variation of the former award or replacement award.

SECTION 3 - ATTENDANCE/HOURS OF WORK

9. Hours

- 9.1 General
- 9.1.1 Except as provided in clause 15, Part Time Employment, and clause 16, Casual Employment of this award, the ordinary hours of duty for officers shall be an average of 38 per week or 76 per fortnight and shall be worked from Sunday to Saturday inclusive.
- The hourly rate for officers shall be calculated on the basis of 1/38th.
- 9.1.2 The parties agree that changes may be made in a roster in emergent circumstances with reasonable notice and in any event with notice of at least 24 hours.
- 9.2 38 Hour Week Operation
- 9.2.1 The 38 hour week is to be worked on the basis of a rostered day off per month in each 20 working days. This means that the officer accrues 0.4 of an hour each 8 hour shift towards having the 20th day off with pay.
- 9.2.2 In order to meet NSW Police Force requirements and in the event of unforeseen circumstances arising, the day off may be deferred and taken at a suitable later time. Where there are seasonal or other considerations affecting NSW Police Force activities, rostered days off may be accrued in order to be taken in some normally less active period related to those considerations.
- 9.2.3 All paid ordinary working time and paid leave of absence goes towards the accrual of time for the rostered day off. However, where extended long service leave, sick leave or workers' compensation paid absences occur accrual only applies to the extent necessary to enable the rostered day off immediately following resumption to be allowed.
- 9.2.4 Starting and finishing times are to be strictly observed with no afternoon tea break.
- 9.2.5 Wages and salaries will be paid into banking or other accounts.

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

9.2.7 Where loadings are included as part of salary in respect of hours of work no increase in the quantum or percentage of the loading shall occur as a result of the reduction in working hours.

9.3 All restrictive work practices are to be eliminated.

10. Flexible Rosters

10.1 Notwithstanding clause 9, Hours of this award, the parties agree that where the majority of Special Constables (Security) in a given location or locations agree and the Commander, Security Management Group 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.

10.2 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.

11. Saturday and Sunday Work During Ordinary Hours

Except as provided for under clause 19 Shift Allowances - Part Time and Casual Officers of this award, full time Special Constables (Security) who are required from time to time to work their ordinary hours of employment on both Saturday and Sunday shall be paid an allowance per week as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, which shall be in addition to their ordinary rate of pay in accordance with the rates contained in this clause. Provided that where an officer is absent on Sick Leave for a Saturday or Sunday shift, the above allowance shall be reduced by one half for each shift or part of a shift so absent. Except as provided above and in clause 20, Overtime of this award, such additional sum shall be part of the ordinary rate of pay for all purposes of the employment.

12. Night Shifts

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

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

13. Commencing Times

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

14. Lactation Breaks

14.1 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.

14.2 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.

- 14.3 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.
- 14.4 A flexible approach on 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.
- 14.5 The Commissioner shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 14.6 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.
- 14.7 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.
- 14.8 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 29 Sick Leave, or access to flexible working hours provided in clause 10, Flexible Rosters of this award, where applicable.

15. Part Time Employment

- 15.1 The parties agree that Special Constables (Security) may be employed on a part time basis for a period less than 38 hours in any one week.
- 15.2
 - 15.2.1 Part time Special Constables (Security) shall be paid an hourly rate calculated on the following basis:

$$\frac{\text{Weekly Rate}}{38}$$
 - 15.2.2 Provided that the weekly rate on engagement shall be that applying to a First Year Special Constable (Security) as set out in Table 1 - Salaries, of Part B, Monetary Rates.
 - 15.2.3 Provided further that a part time Special Constable (Security) shall be eligible to receive a pro rata (based on hours worked) of the appropriate increment as set out in Table 1 - Salaries, of Part B, Monetary Rates, subject to the completion of each 12 months of satisfactory service.
- 15.3 Shift times for part time officers and the days on which such shifts shall be worked will be set and regular.
- 15.4 Notwithstanding the provisions of subclause 15.3 of this clause, the times and days on which part time officers shall work their hours and shifts may be altered by providing 24 hours' notice to facilitate the attendance of Special Constables (Security) where required.
- 15.5 Where a Public Holiday falls on a day on which a part time officer is normally rostered for duty they may be:
 - 15.5.1 Rostered on duty - and paid at the rate of time and one half (150%) in addition to the rate prescribed in subclause 15.2 of this clause.

- 15.5.2 Granted the shift free of work - such a shift shall count as one day's work for that week but no additional compensation shall apply.
- 15.6 Overtime for part time officers. In the unusual event that overtime is to be worked by a part time officer, the overtime rates prescribed in clause 20 of this award shall apply.
- 15.6.1 Overtime shall only apply to those hours worked in excess of the daily rostered hours but shall only apply in any event after 8 hours has been worked on any one day. For work on days other than the days on which the part time officer was rostered to work their usual hours, the standard hourly rate shall apply to all hours up to 8 per day, after which time overtime rates shall apply. Overtime rates shall also apply for all hours worked in excess of 38 in any rostered week.
- 15.6.2 Provided however that where the parties have agreed to the working of a flexible roster system in line with clause 10 of this award then overtime shall only be payable after the agreed standard shift hours applying to full time officers under the flexible roster have been worked.
- 15.7 Entitlements for part time officers shall be calculated on a pro rata basis.
- 15.8 Part time Special Constables (Security) are remunerated on the basis of a 38 hour per week divisor and thus will not accrue time towards the provision of a rostered day off in every 20 working day cycle in accordance with the 38 hour week agreement applying to full time Special Constables (Security).

16. Casual Employment

- 16.1 The parties agree that Special Constables (Security) may be employed on a casual basis.
- 16.2 A Casual Special Constable (Security) shall mean an officer who is engaged and paid as such.
- 16.2.1 Casual Special Constables (Security) shall be paid for each hour worked an hourly rate equal to one 38th of the rate applicable to a Special Constable (Security), 1st year of service as set out in Table 1 - Salaries, of Part B, Monetary Rates, plus a loading of 10%.
- 16.2.2 A casual officer shall in addition be paid a loading of 1/12th for all ordinary hours worked in lieu of Annual Leave.
- 16.2.3 A minimum payment of 3 hours at the appropriate rate shall be made for each engagement.
- 16.2.4 Overtime - In the unusual event that overtime is worked by a casual officer the overtime rates prescribed in clause 20 of this award shall apply. Such rates shall be calculated on the rate prescribed in paragraph 16.2.1 of this subclause. Provided that overtime shall only apply to those hours worked in excess of 8 in any one day.
- Provided however that where the parties have agreed to the working of a flexible roster system in line with clause 10, Flexible Rosters, of this award then overtime rates shall only be payable after the agreed standard shift hours applying to full time officers under the flexible roster have been worked.
- 16.2.5 A casual officer shall be paid for all hours worked and shall not with the exception of paragraph 16.2.2 of this subclause, accrue an entitlement to any form of leave.
- 16.3 The employment of existing Special Constables (Security) shall not be prejudiced by the employment of any Casual Special Constable (Security).
- 16.4 The parties agree that casuals will only be utilised in situations where a commitment to the provision of security services is in place, but the day to day requirements for such services can fluctuate or change at the instigation of the management of any such place where the security is provided, and any such change is beyond the control of the management of the Security Management Group of the NSW Police Force or the Special Constables (Security) themselves.

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

- 16.5 Casual officers are entitled to unpaid parental leave under section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996*.

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

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

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

16.6 Personal Carer's entitlement for casual officers

16.6.1 Casual officers are entitled to not be available to attend work, or to leave work if they need to care for a family member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in paragraph 16.6.4 of this subclause, and the notice requirements set out in paragraph 16.6.2 of this subclause.

16.6.2 The Commissioner and the casual officer shall agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance.

16.6.3 The Commissioner of Police must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of the Commissioner to engage or not to engage a casual officer are otherwise not affected.

16.6.4 The casual officer shall, if required,

- (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (ii) establish by production of documentation acceptable to the Commissioner or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the officer.

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

16.7 Bereavement entitlements for casual officers

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

16.7.2 The Commissioner and the casual officer shall agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance.

16.7.3 The Commissioner must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of the Commissioner to engage or not engage a casual officer are otherwise not affected.

17. Volunteer Duty

- 17.1 The parties agree that in situations where casual officers would otherwise be used to meet staffing requirements, full time officers may volunteer to perform additional duty in lieu of such casual engagements. Provided that:
- 17.2 Officers at or below the rank of Special Constable (Security) First Class who are on rest days or who are available to work extra duty at the completion of a shift or prior to the commencement of a shift may volunteer to perform additional duty as required.
- 17.3 Provided that an officer shall not be eligible to perform additional duty under the terms of this clause, where the performance of such work would prevent them from having a full 8 hours free of duty between their normal rostered shifts.
- 17.4 When an officer performs additional duty under the provisions of this clause they shall be paid for all hours worked on such duty at the rate of single time.
- 17.5 An officer performing additional duty under the provisions of this clause shall not be entitled to the provisions of clauses 11, 18, 20 and 22 of this award for any work so performed.
- 17.6 Where full time officers volunteer and are available to perform additional duty within the terms of this clause the parties agree that they shall be utilised in preference to casual officers.
- 17.7 The parties further agree that the provisions of this clause are an innovative arrangement, which is implemented for the life of this award.

SECTION 4 - ALLOWANCES AND OVERTIME

18. Shift Work Allowance

Except as provided for under clause 19, Shift Allowances - Part Time and Casual Officers of this award, full time Special Constables (Security) who are required from time to time to work their ordinary hours of employment from 3.00 pm to 7.00 am Monday to Friday, shall be paid an allowance per week in addition to their ordinary rate of pay in accordance with the rates set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. Provided that where an officer is absent on Sick Leave for a Monday to Friday shift, the above allowance shall be reduced by 1/5th for each shift or part of a shift so absent. Except as provided above and in clause 20, Overtime of this award, such additional sum shall be part of the ordinary rate of pay for all purposes of the employment.

19. Shift Allowances, Part Time and Casual Officers

- 19.1 Part time and Casual officers engaged under clause 15, Part Time Employment, and clause 16, Casual Employment of this award, shall in lieu of the allowances prescribed in clauses 11 and 18 of this award, be paid the following shift loadings for the ordinary hours so worked.
- 19.2 Shifts Monday to Friday
- | | | |
|--------------|------|---|
| 10% loading | (i) | A shift commencing at or after 4.00 am and before 6.00 am; or |
| | (ii) | A shift commencing at or after 10.00 am and before 1.00 pm. |
| 12½% loading | | A shift commencing at or after 1.00 pm and before 4.00 pm. |
| 15% loading | | A shift commencing at or after 4.00 pm and before 4.00 am. |

19.3 Weekends and Public Holidays

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

50% loading For all time worked between midnight Friday and midnight Saturday

75% loading For all time worked between midnight Saturday and midnight Sunday.

150% loading For all time worked on a Public Holiday.

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

19.5 The above loadings shall be disregarded in computing payments for overtime under clause 20 of this Award.

20. Overtime

20.1 Subject to subclause 20.2 of this clause, the NSW Police Force may require an officer to work reasonable overtime at overtime rates.

20.2 An officer may refuse to work overtime in circumstances where the working of such overtime would result in the officer working hours which are unreasonable. What is unreasonable or otherwise will be determined having regard to:

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

20.3 With the exception of work performed under the provisions of clause 17, Volunteer Duty of this award, all work performed outside the ordinary rostered hours of duty shall be paid as follows:

- (a) For all work performed outside the ordinary rostered hours the rate of pay shall be time and one half for the first two hours and double time thereafter. Provided that in computing overtime each days work shall stand alone.
- (b) All overtime worked on Sundays shall be paid for at the rate of double time.
- (c) All overtime worked on a Public Holiday shall be paid for at the rate of double time and one half.
- (d) Provided that the allowances prescribed in clauses 11, 18 and 19 of this award shall be disregarded in computing payments for overtime worked.
- (e) Meal Allowance - after working ordinary hours an officer required to work overtime in excess of one hour shall be paid an amount as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for a meal as set out in the said Item 3 for a subsequent meal after the officer has worked a further 4 hours overtime, unless notice of work has been given to such officer on or before the termination of the previous shift or day worked as the case may be.

21. Mixed Functions

- 21.1 Where a Special Constable (Security) is directed to and performs the duties of a promotional position which attracts a higher rate of pay for at least two hours on any day or shift they shall be paid the higher rate for such day or shift; provided that where an officer is engaged in the performance of higher duties for less than two hours on any one day or shift, payment shall be at the higher rate for the time so worked. The higher rate applicable shall be that which applies at the first year rate of pay for such promotional positions.
- 21.2 Any officer who is required to perform work temporarily for which a lower rate is paid, shall not suffer any reduction in wages whilst so employed. There shall be no payment of higher duties allowances arising from the operation of the 38 hour week.

22. Public Holidays

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

- 22.1 Where a Public Holiday occurs on an officer's rest day off duty and -
- 22.1.1 they are not required to work on that day, one day extra shall be added to the annual leave of the officer or at the officer's election they shall be paid 8 hours ordinary pay in respect of such day;
 - 22.1.2 they are required to work on that day such officer shall be paid double time and one half for such overtime.
- 22.2 Where a Public Holiday occurs on an officers rostered day on duty they may be -
- 22.2.1 required to work - in which case they shall be paid at the rate of time and a half extra calculated on the ordinary base rate of pay or half time extra and be granted one day extra to be added to their annual leave;
 - 22.2.2 granted the shift free of work - such a shift will count as one day's work for that week but no additional compensation shall apply.

SECTION 5 - LEAVE

23. Leave - General Provisions

- 23.1 The leave provisions contained in this Award apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Commissioner and the Association.
- 23.2 Unless otherwise specified, part-time staff members will receive the paid leave provisions of this award on a pro rata basis, calculated according to the number of hours worked per week.
- 23.3 Unless otherwise specified in this award a temporary employee employed under Part 6A of the *Police Act 1990* is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment in the NSW Police Force, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- 23.4 Where paid and unpaid leave is available to be granted in terms of this award, paid leave shall be taken before unpaid leave.

24. Absence from Work

- 24.1 A staff member must not be absent from work unless reasonable cause is shown.

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

25. Applying for Leave

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

26. Recreation Leave

- 26.1 Full time officers shall be entitled to five (5) weeks recreation leave per annum.
- 26.2 Part time officers engaged under clause 15 of this award and who normally work Monday to Saturday shall receive a pro rata of four (4) weeks recreation leave per annum based on hours worked. Those part time officers who normally work Monday to Sunday and whose services are normally required on public holidays shall receive a pro rata of five (5) weeks recreation leave per annum based on hours worked. Any change to the part time arrangement will result in a change of entitlement.
- 26.3 As a general principle recreation leave will be applied for in advance and be taken in periods of a full week only. Whilst this general principle will apply, officers may in emergency circumstances apply in advance for leave of a lesser period than a week. Such applications may be approved at the discretion of the officer in charge.
- 26.4 Consistent with the Crown Employees (NSW Police 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.
- 26.5 Limits on Accumulation and Direction to take leave
 - 26.5.1 Where the operational requirements permit, the application for leave shall be dealt with by the Commissioner according to the wishes of the staff member.
 - 26.5.2 The Commissioner shall notify the staff member in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the NSW Police Force.
 - 26.5.3 The Commissioner shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the NSW Police Force.
 - 26.5.4 A staff member must take their recreation leave to reduce their accrual below 8 weeks or its hourly equivalent, and the NSW Police Force must cooperate in this process.

- 26.6 Conservation of Leave - If the Commissioner is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Commissioner shall:-
- 26.6.1 Specify in writing the period of time during which the excess shall be conserved; and
- 26.6.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.
- 26.6.2 The Commissioner will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.
- 26.7 Miscellaneous
- 26.7.1 Unless a local arrangement has been negotiated between the Commissioner and the Association, recreation leave is not to be granted for a period less than one (1) hour or in other than multiples of one (1) hour.
- 26.7.2 Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to one (1) hour (fractions less than one (1) hour being rounded up).
- 26.7.3 Recreation leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 26.7.4 of this subclause.
- 26.7.4 Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
- 26.7.5 The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph 26.7.4 of this subclause shall be calculated to an exact one (1) hour (fractions less than one (1) hour being rounded down).
- 26.7.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 26.7.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 34, Parental Leave of this award.
- 26.7.8 On cessation of employment, a staff member is entitled to be paid the money value of accrued recreation leave which remains untaken.
- 26.7.9 A staff member to whom paragraph 26.7.8 of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- 26.8 Death - Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's nominated beneficiary.
- 26.9 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:
- 26.9.1 To the widow or widower of the staff member; or
- 26.9.2 If there is no widow or widower, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or

26.9.3 If there is no such widow, widower or children, to the person who, in the opinion of the Commissioner was, at the time of the staff member's death, a dependent relative of the staff member; or

26.9.4 If there is no person entitled under paragraph 26.9.1, 26.9.2 or 26.9.3 of this subclause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment shall be made to the personal representative of the staff member.

26.11 Recreation leave does not accrue during leave without pay other than

26.11.1 military leave taken without pay when paid military leave entitlements are exhausted;

26.11.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;

26.11.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;

26.11.4 incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or

26.11.5 periods which when aggregated, do not exceed 5 working days in any period of 12 months.

27. Extended Leave

Extended leave shall accrue and shall be granted to staff members in accordance with the provisions of Part 6 of the Police Regulation 2015.

28. Family and Community Service Leave

28.1 The Commissioner shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 28.2 of this clause. The Commissioner may also grant leave for the purposes in subclause 28.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.

28.2 Such unplanned and emergency situations may include, but not be limited to, the following:-

28.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;

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

28.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc., threatens a staff member's property and/or prevents a staff member from reporting for duty;

28.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;

28.2.5 Attendance at court by a staff member to answer a charge for a criminal offence, only if the Commissioner considers the granting of family and community service leave to be appropriate in a particular case.

- 28.3 Family and community service leave may also be granted for:
- 28.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
- 28.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.
- 28.4 The definition of "family or "relative" in this clause is the same as that provided in paragraph 31.4.2 of clause 31, Sick Leave to Care for Family Member of this award.
- 28.5 Existing staff members employed on and from 1 May 2018, will accrue FACS leave on full pay as follows:
- 28.5.1 2 ½ days on 1 May 2018;
- 28.5.2 2 ½ days on 1 May 2019; and
- 28.5.3 1 day per year (1 May) thereafter.
- 28.6 Any staff member appointed from 1 May 2018, will accrue FACS leave on full pay as follows.
- 28.6.1 2 ½ days in the staff member's first year of service;
- 28.6.2 2 ½ days in the staff member's second year of service; and
- 28.6.3 1 day per year thereafter.
- 28.7 If available family and community service leave is exhausted as a result of natural disasters, the Commissioner shall consider applications for additional family and community service leave, if some other emergency arises.
- 28.8 If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- 28.9 In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 31, Sick Leave to Care for a Sick Family Member of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.
- 28.10 The Commissioner may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, and so on for family and community service leave purposes.

29. Sick Leave

- 29.1 Illness in this clause and in clauses 30 and 31 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- 29.2 Payment for sick leave is subject to the staff member:
- 29.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff member's starting time as possible; and
- 29.2.2 Providing evidence of illness as soon as practicable if required by clause 30, Sick Leave - Requirements for Evidence of Illness of this award.

- 29.3 If the Commissioner is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Commissioner:
- 29.3.1 Shall grant to the staff member sick leave on full pay; and
 - 29.3.2 May grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this award to sick leave on full pay.
- 29.4 The Commissioner may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:
- 29.4.1 is unable to carry out their duties without distress; or
 - 29.4.2 risks further impairment of their health by reporting for duty; or
 - 29.4.3 is a risk to the health, wellbeing or safety of other staff members, NSW Police Force clients or members of the public
- 29.5 The Commissioner may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
- 29.6 Entitlements - Any staff member appointed on or from 1 May 2018 will commence accruing sick leave in accordance with this clause immediately. Existing staff members employed as at 1 May 2018 will accrue sick leave in accordance with this clause from 1 May 2018 onwards.
- 29.6.1 At the commencement of employment with the NSW Police Force, a full-time staff member is granted an accrual of 5 days sick leave.
 - 29.6.2 After the first four months of employment, the staff member shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
 - 29.6.3 After the first year of service, the staff member shall accrue sick leave day to day at the rate of 15 working days per year of service.
 - 29.6.4 All continuous service as a staff member in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
 - 29.6.5 Notwithstanding the provisions of paragraph 29.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
 - 29.6.6 Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
 - 29.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
 - 29.6.8 Paid sick leave shall not be granted during a period of unpaid leave.
- 29.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service shall be limited to 5 days paid sick leave, unless the Commissioner approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- 29.8 Seasonal or relief staff - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

30. Sick Leave - Requirements for Evidence of Illness

- 30.1 A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Commissioner in respect of the absence.
- 30.2 In addition to the requirements under subclause 29.2 of clause 29, Sick Leave of this award, a staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Commissioner. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Commissioner for each occasion absent for the balance of the calendar year.
- 30.3 As a general practice backdated medical certificates will not be accepted. However, if a staff member provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Commissioner is satisfied that the reason for the absence is genuine.
- 30.4 If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Commissioner will advise them in advance.
- 30.5 If the Commissioner is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to the NSWPF nominated medical assessor or its successor for advice.
- 30.5.1 The type of leave granted to the staff member will be determined by the Commissioner based on the NSWPF nominated medical assessor or its successor's advice.
- 30.5.2 If sick leave is not granted, the Commissioner will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- 30.6 The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the NSW Police Force.
- 30.7 The reference in this clause to evidence of illness shall apply, as appropriate:
- 30.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Commissioner's discretion, another registered health services provider,
- 30.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 30.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- 30.7.3 at the Commissioner's discretion, other forms of evidence that satisfy that the staff member had a genuine illness.
- 30.8 If a staff member who is absent on recreation leave or extended leave, furnishes to the Commissioner satisfactory evidence of illness in respect of an illness which occurred during the leave, the Commissioner may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
- 30.8.1 In respect of recreation leave, the period set out in the evidence of illness;
- 30.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.

30.9 Subclause 30.8 of this clause applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

31. Sick Leave to Care for a Family Member

31.1 Where family and community service leave provided for in clause 28, Family and Community Service Leave of this award is exhausted or unavailable, a staff member with responsibilities in relation to a category of person set out in subclause 31.4 of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.

31.2 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Commissioner may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.

31.3 If required by the Commissioner to establish the illness of the person concerned, the staff member must provide evidence consistent with subclause 30.6 of clause 30, Sick Leave - Requirements for Evidence of Illness of this award.

31.4 The entitlement to use sick leave in accordance with this clause is subject to:

31.4.1 The staff member being responsible for the care and support of the person concerned; and

31.4.2 The person concerned being:-

- (a) a spouse of the staff member; or
- (b) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
- (d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

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

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

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

32. Sick Leave - Workers Compensation

32.1 The Commissioner shall advise each staff member of their rights under the *Workers Compensation Act* 1987, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.

32.2 A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the *Workers Compensation Act* 1987, shall be required to lodge a claim for any such compensation.

- 32.3 Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Commissioner shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- 32.4 The Commissioner will ensure that, once received by the NSW Police Force, a staff member's workers compensation claim is lodged by the NSW Police Force with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.
- 32.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Commissioner shall grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election by accrued recreation leave or extended leave.
- 32.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- 32.8 If a staff member notifies the Commissioner that he or she does not intend to make a claim for any such compensation, the Commissioner shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 32.9 A staff member may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- 32.10 If the Commissioner provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the staff member fails, to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 32.11 No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.
- 32.12 Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
- 32.12.1 The staff member's claim for workers compensation;
- 32.12.2 The conduct of a medical examination by a Government or other Medical Officer;
- 32.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
- 32.12.4 Action taken by the Commissioner either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

33. Sick Leave - Claims other than Workers Compensation

- 33.1 If the circumstances of any injury to or illness of a staff member give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987* sick leave on full pay may, subject to and in accordance with this clause, be granted to the staff member on completion of an acceptable undertaking that:-

- 33.1.1 Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the NSW Police Force to the staff member; and
- 33.1.2 In the event that the staff member receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the staff member will repay to the NSW Police Force the monetary value of any such period of sick leave.
- 33.2 Sick leave on full pay shall not be granted to a staff member who refuses or fails to complete an undertaking, except in cases where the Commissioner is satisfied that the refusal or failure is unavoidable.
- 33.3 On repayment to the NSW Police Force of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, shall be restored to the credit of the staff member.

34. Parental Leave

- 34.1 Parental leave includes maternity, adoption and "other parent" leave.
- 34.2 Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:
- 34.2.1 For a period up to 9 weeks prior to the expected date of birth; and
- 34.2.2 For a further period of up to 12 months after the actual date of birth.
- 34.2.3 A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 34.3 Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:
- 34.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
- 34.3.2 For such period, not exceeding 12 months on a full-time basis, as the Commissioner may determine, if the child has commenced school at the date of the taking of custody.
- 34.3.3 Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, time off in lieu or family and community service leave.
- 34.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- 34.4.1 Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
- 34.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph 34.4.1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- 34.5 A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:

- 34.5.1 Applied for parental leave within the time and in the manner determined set out in subclause 34.10 of this clause; and
- 34.5.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 34.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:
- (a) in advance as a lump sum; or
 - (b) fortnightly as normal; or
 - (c) fortnightly at half pay; or
 - (d) a combination of full-pay and half pay.
- 34.6 Payment for parental leave is at the rate applicable when the leave is taken. A member of staff holding a full time position who is on part time leave without pay when they start parental leave is paid:
- 34.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
 - 34.6.2 at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
 - 34.6.3 at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- 34.7 A staff member who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- 34.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - 34.7.2 at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
 - 34.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- 34.8 Except as provided in subclauses 34.5, 34.6 and 34.7 of this clause, parental leave shall be granted without pay.
- 34.9 Right to request
- 34.9.1 A staff member who has been granted parental leave in accordance with subclause 34.2, 34.3 or 34.4 of this clause may make a request to the Commissioner to:
- (a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (b) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);
- to assist the staff member in reconciling work and parental responsibilities.
- 34.9.2 The Commissioner shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may

only refuse the request on reasonable grounds related to the effect on the workplace or the Commissioner's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

34.10 Notification Requirements

- 34.10.1 When the NSW Police Force is made aware that a staff member or their spouse is pregnant or is adopting a child, the NSW Police Force must inform the staff member of their entitlements and their obligations under the Award.
- 34.10.2 A staff member who wishes to take parental leave must notify the Commissioner in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
- (a) that she/he intends to take parental leave, and
 - (b) the expected date of birth or the expected date of placement, and
 - (c) if she/he is likely to make a request under subclause 34.9 of this clause.
- 34.10.3 At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
- (a) the date on which the parental leave is intended to start, and
 - (b) the period of leave to be taken.
- 34.10.4 Staff member's request and the Commissioner's decision to be in writing
- The staff member's request under paragraph 34.9.1 and the Commissioner's decision made under paragraph 34.9.2 must be recorded in writing.
- 34.10.5 A staff member intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Commissioner in writing as soon as practicable and preferably before beginning maternity, adoption or other parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Commissioner agrees.
- 34.10.6 A staff member on maternity leave is to notify the NSW Police Force of the date on which she gave birth as soon as she can conveniently do so.
- 34.10.7 A staff member must notify the NSW Police Force as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 34.10.8 A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Commissioner and any number of times with the consent of the Commissioner. In each case she/he must give the NSW Police Force at least 14 days' notice of the change unless the Commissioner decides otherwise.
- 34.11 A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 34.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 34.12 If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.

- 34.13 A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Commissioner approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- 34.14 A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks' notice (or less if acceptable to the NSW Police Force) must be given.
- 34.15 A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 34.16 A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 34.17 A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 34.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - 34.17.2 the total period of maternity, adoption or other parent leave, is not extended by the taking of recreation leave at half pay; and
 - 34.17.3 when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate
- 34.18 If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Commissioner, should, in consultation with the staff member, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 34.19 If such adjustments cannot reasonably be made, the Commissioner must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.
- 34.20 Communication during parental leave
- 34.20.1 Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the NSW Police Force shall take reasonable steps to:
 - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and
 - (b) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.
 - 34.20.2 The staff member shall take reasonable steps to inform the Commissioner about any significant matter that will affect the staff member's decision regarding the duration of

parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.

- 34.20.3 The staff member shall also notify the Commissioner of changes of address or other contact details which might affect the NSW Police Force capacity to comply with paragraph 34.20.1 of this subclause.

35. Military Leave

- 35.1 During the period of 12 months commencing on 1 July each year, the Commissioner may grant to a staff member who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the staff member's unit.
- 35.2 In accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent a staff member from rendering or volunteering to render, ordinary defence Reserve service.
- 35.3 Up to 24 working days military leave per financial year may be granted by the Commissioner to members of the Naval and Military Reserve and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 35.1 of this clause.
- 35.4 The Commissioner may grant a staff member special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- 35.5 A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 35.3 of this clause may be granted Military Leave Top up Pay by the Commissioner.
- 35.6 Military Leave Top up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 35.7 During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and the NSW Police Force is to continue to make superannuation contributions at the normal rate.
- 35.8 At the expiration of military leave in accordance with subclause 35.3 or 35.4 of this clause, the staff member shall furnish to the Commissioner a certificate of attendance and details of the staff members reservist pay signed by the commanding officer or other responsible officer.

36. Observance of Essential Religious or Cultural Obligations

- 36.1 A staff member of:
- 36.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 36.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
- may be granted recreation/extended leave to credit, time off in lieu or leave without pay to do so.
- 36.2 Provided adequate notice as to the need for leave is given by the staff member to the NSW Police Force and it is operationally convenient to release the staff member from duty, the Commissioner must grant the leave applied for by the staff member in terms of this clause.

- 36.3 A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Commissioner subject to:
- 36.3.1 Adequate notice being given by the staff member;
 - 36.3.2 Prior approval being obtained by the staff member; and
 - 36.3.3 The time off being made up in the manner approved by the Commissioner.
- 36.4 Notwithstanding the provisions of subclauses 36.1, 36.2 and 36.3 of this clause, arrangements may be negotiated between the NSW Police Force and the Association to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

37. Special Leave

37.1 Special Leave - Jury Service

- 37.1.1 A staff member shall, as soon as possible, notify the Commissioner of the details of any jury summons served on the staff member.
- 37.1.2 A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Commissioner a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the *Jury Act 1977* in respect of any such period.
- 37.1.3 When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Commissioner shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Commissioner shall grant, at the sole election of the staff member, available recreation leave on full pay, flex leave or leave without pay.

37.2 **Witness at Court - Official Capacity** - When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court as a witness in an official capacity shall be paid by the NSW Police Force.

37.3 **Witness at Court - Other than in Official Capacity - Crown Witness** - A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:

- 37.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- 37.3.2 Pay into the Treasury of the State of New South Wales all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
- 37.3.3 **Association Witness** - a staff member called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by the NSW Police Force for the required period.

37.4 **Called as a witness in a private capacity** - A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.

37.5 Special Leave - Examinations -

37.5.1 Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Commissioner.

37.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.

37.5.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the staff member, no further leave is granted for any examination.

37.6 Return Home When Temporarily Living Away from Home - Sufficient special leave shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member shall be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or flex leave to credit or leave without pay, if the operational requirements allow.

37.7 Return Home When Transferred to New Location - Special leave shall be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award.

37.8 A staff member who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the staff member to participate in the National Aboriginal and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and staff member.

37.9 Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the Commissioner for such other purposes, subject to the conditions specified in the New South Wales Public Service Commission Personnel Handbook published by the Public Service Commission on-line www.psc.nsw.gov.au. at the time the leave is taken.

37.10 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 38, 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.

38. Leave for Matters Arising from Domestic Violence

38.1 The definition of domestic violence is found in clause 2(j), of clause 2 Definitions, of this award.

38.2 Leave entitlements provided for in clause 28, Family and Community Service Leave, clause 29, Sick Leave and clause 31, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.

38.3 Where the leave entitlements referred to in subclause 39.2 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.

38.4 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.

38.5 Personal information concerning domestic violence will be kept confidential by the NSW Police Force.

- 38.6 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*.
- 38.7 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.

39. Leave Without Pay

- 39.1 The Commissioner may grant leave without pay to a staff member if good and sufficient reason is shown.
- 39.2 Leave without pay may be granted on a full-time or a part-time basis.
- 39.3 Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay.
- 39.4 Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- 39.5 A staff member who has been granted leave without pay, shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Commissioner.
- 39.6 A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- 39.7 No paid leave shall be granted during a period of leave without pay.
- 39.8 A permanent appointment may be made to the staff member's position if:
- 39.8.1 the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - 39.8.2 the staff member is advised of the Commissioner's proposal to permanently backfill their position; and
 - 39.8.3 the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
 - 39.8.4 the Commissioner advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- 39.9 The position cannot be filled permanently unless the above criteria are satisfied.
- 39.10 The staff member does not cease to be employed by the NSW Police Force if their position is permanently backfilled.
- 39.11 Subclause 39.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 34.9.1(a) of clause 34, Parental Leave or to military leave.

SECTION 6 - MISCELLANEOUS

40. Trade Union Training Courses

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

40.1.1 Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions, on which special leave for such courses will be granted, shall be negotiated between the Commissioner and the Association under a local arrangement.

40.1.2 Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:

- (a) The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
- (b) Payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc.;
- (c) All travelling and associated expenses being met by the staff member or the Association;
- (d) Attendance being confirmed in writing by the Association or a nominated training provider.

41. Deduction of Union Membership Fees

At the staff member's election, the Commissioner shall provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the staff member's Association at regular intervals. Alternative arrangements for the deduction of Association membership fees may be negotiated between the Commissioner and the Association as a local arrangement.

42. Anti-Discrimination

42.1 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.

42.2 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.

42.3 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.

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

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

- (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

42.5 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.

43. Progression

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

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

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

43.1 Advertisement Action

All promotional positions will be advertised on iworkfor.nsw.gov.au. 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 Role Description (formerly known as a Position Overview). 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.

43.2 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.

43.3 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.

43.4 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.

43.5 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.

43.6 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.

43.7 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.

43.8 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.

43.9 Services Check

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

44. Training and Development

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

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

45. Study Assistance

45.1 The Commissioner shall have the power to grant or refuse study time.

45.2 Where the Commissioner approves the grant of study time, the grant shall be subject to:

45.2.1 The course being a course relevant to the NSW Police Force and/or the public service;

45.2.2 The time being taken at the convenience of the NSW Police Force; and

45.2.3 Paid study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.

45.3 Study time may be granted to both full and part-time staff members. Part-time staff members however shall be entitled to a pro-rata allocation of study time to that of a full-time staff member.

45.4 Study time may be used for:

45.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or

45.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or

45.4.3 Private study; and/or

- 45.4.4 Accumulation, subject to the conditions specified in subclauses 45.6 to 45.10 of this clause.
- 45.5 Staff members requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:-
- 45.5.1 Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
- 45.5.2 Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
- 45.5.3 Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses 45.6 to 45.10 of this clause.
- 45.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the NSW Police Force.
- 45.7 Staff members on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the staff member and the NSW Police Force.
- 45.8 Where at the commencement of an academic year/semester a staff member elects to accrue study time and that staff member has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- 45.9 Staff members attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 45.10 Where a staff member is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 45.11 Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 45.12 Correspondence Courses - Study time for staff members studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 45.13 Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- 45.14 Repeated subjects - Study time shall not be granted for repeated subjects.
- 45.15 Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 45.16 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 45.17 The period granted as examination leave shall include:
- 45.17.1 Time actually involved in the examination;

45.17.2 Necessary travelling time, in addition to examination leave, but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.

45.18 The examination leave shall be granted for deferred examinations and in respect of repeat studies.

46. Special Constable (Security) Consultative Committee

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

46.2 The parties agree that members of the Committee should include a representative from the Security Management Group; Operational Communications & Information Command, a representative of the Association and one delegate.

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

47. Uniforms

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

47.1 Initial Issue Full Time Officers

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

Male Officers	Female Officers
One (1) set of Basket Weave Leather Gear	One (1) Set of Basket Weave Leather Gear
One (1) Leather Duty Jacket	One (1) Leather Duty Jacket
Two (2) Jumpers	Two (2) Jumpers
Four (4) Pairs of Trousers	One (1) Raincoat
Eight (8) Shirts	Four (4) Pairs of Culottes
Two (2) Ties	Two (2) Pairs of Slacks
Two (2) Pairs of Boots	Eight (8) Blouses
One (1) Wide-brimmed Hat	One (1) Wide-brimmed Hat
One (1) Wide-brimmed Hat Cover	One (1) Wide-brimmed Hat Cover
One (1) Antron Cap	Two (2) Pairs of Boots
One (1) Raincoat	One (1) Dress Hat
One (1) Cap Cover	One (1) Dress Hat Cover
Seven (7) Pairs of Socks	Two (2) Ties
	Three (3) Pairs of Socks

(a) Annual Issue

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

(b) Stocking Allowance

All full time female Special Constables (Security) shall, in addition to the uniform issued above, be paid a stocking allowance equal to that paid to female Police Officers under clause 65.8 of the Crown Employees (Police Officers - 2017) Award.

47.2 Initial Issue Part Time Officers

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

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

(a) Annual Issue

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

(b) Stocking Allowance

All part time female Special Constables (Security) shall, in addition to the uniform issued above, be paid a stocking allowance equal to a pro rata (based on days worked) of that paid to female Police Officers under clause 65.8 of the Crown Employees (Police Officers - 2017) Award.

47.3 Initial Issue Casual Officers

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

Male Officers	Female Officers
One (1) set of Basket Weave Leather Gear	One (1) Set of Basket Weave Leather Gear
One (1) Leather Duty Jacket	One (1) Leather Duty Jacket
One (1) Jumper	One (1) Jumper
Two (2) Pairs of Trousers	Two (2) Pairs of Culottes
Three (3) Shirts	One (1) Pair of Slacks
One (1) Tie	Three (3) Blouses
One (1) Pair of Boots	One (1) Pair of Boots
One (1) Antron Cap	One (1) Dress Hat
Three (3) Pairs of Socks	One (1) Ties
	Two (2) Pairs of Socks

(a) Annual Issue

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

(b) Stocking Allowance

All casual female Special Constables (Security) shall, in addition to the uniform issued above, be paid a stocking allowance equal to a pro rata (based on days worked) of that paid to female Police Officers under clause 65.8 of the Crown Employees (Police Officers - 2017) Award.

47.4 Condemnation

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

47.5 Plain Clothes Allowance

Officers who are required to work in plain clothes as a result of the unavailability of uniforms or pregnancy, shall be paid while so required to work an allowance equal to a pro rata (based on days/hours worked in plain clothes) of the allowance prescribed in clause 65.9 of the Crown Employees (Police Officers - 2017) Award.

Provided that such an allowance shall not be payable prior to the officer receiving the initial issue of clothing provided for in subclauses 47.1, 47.2 and 47.3 of this clause.

48. Secure Employment

48.1 Work Health and Safety

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

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

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

- (i) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;
- (ii) 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;
- (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

- (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

48.1.3 Nothing in this subclause 48.1 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*.

48.2 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.

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

49. Area, Incidence and Duration

49.1 This Award applies to all officers defined herein.

49.2 It shall take effect on and from 1 May 2018 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.

49.3 This Award rescinds and replaces the Crown Employees (NSW Police Force Special Constables) (Security) Award as varied.

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

49.3 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 - Wages

Effective from the first full pay period to commence on or after 1 July 2017.

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

- (a) Special Constable (Security)

	Per Week \$
1st year of service	987.90
2nd year of service	1,004.90
3rd year of service and thereafter	1,024.30

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

(b) Special Constable (Security) First Class

1st year of service and thereafter	\$ 1,042.30
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Providing that for progression to the position of Special Constable (Security) First Class the officer has completed 12 months satisfactory service at the 3rd year Special Constable (Security) level and the Commissioner is of the opinion that the value of the work performed, the results achieved and the manner in which the duties are performed warrant such progression.

(c) Senior Special Constable (Security)

1st year of service	\$ 1,115.60
2nd year of service and thereafter	\$ 1,140.20

(d) Special Constable (Security), Field Supervisor

1st year of service	\$ 1,275.80
2nd year of service and thereafter	\$ 1,303.30

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

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

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Subject Matter	Amount \$ Effective from the first full pay period on or after 1.7.2017
1	10	Full time Special Constables (Security), Monday to Friday Shift Allowance	67.40 per week
2	11	Full time Special Constables (Security), Saturday and Sunday Shift Allowance	190.40 per week
			Effective from the first full pay period on or after 30.7.1997
3	15.3(e)	Meal Allowance Subsequent Meal Allowance after further 4 hours overtime	6.00 per meal 5.50 per meal

P. KITE, Chief Commissioner.