

ENTERPRISE AGREEMENT

NO: E.A. 480 /1994

DATE REGISTERED: 2-12-94

PRICE: \$ 62-00

**POLICE SERVICE OF NEW SOUTH WALES  
NON-COMMISSIONED POLICE OFFICERS'  
ENTERPRISE AGREEMENT**

**1. PARTIES TO THE AGREEMENT**

An enterprise agreement, made in pursuance of the NSW Industrial Relations Act (1991), in accordance with the provisions of Chapter 2, Part 3, Division 2, of the said Act, entered into on \_\_\_\_\_ between the Commissioner of Police of 14-24 College Street, Darlinghurst of the one part and the Police Association of New South Wales representing Non-Commissioned Police Officers employed by the Police Service at various locations throughout New South Wales otherwise covered by the various Awards and Agreements listed in Schedule A attached hereto of the other part. Now it is hereby agreed by the parties as follows:

**2. TITLE OF AGREEMENT**

This agreement shall be known as the Police Service of New South Wales Non-Commissioned Police Officers' Enterprise Agreement.

**3. ARRANGEMENT**

| <b>No.</b> | <b>Clause</b>  |
|------------|--|
| 1          | Parties to the Agreement                               |
| 2          | Title of Agreement                                     |
| 3          | Arrangement  |
| 4          | Intention  |
| 5          | Incidence  |
| 6          | Date and Period of Operation                           |
| 7          | No Further Claims                                      |
| 8          | Definitions  |
| 9          | Salary Structure and Transition                        |
| 10         | Annual Leave   |
| 11         | Annual Leave Loading                                   |
| 12         | Sick Leave   |
| 13         | 38 Hour Week Provisions                                |
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| 15         | Career Constable Concept                               |
| 16         | Lateral Entry of Specialists                           |
| 17         | Rank Restructuring and Earlier Promotional Eligibility |
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|    |   |
|----|---|
| 19 | Alternative Duties Officers                   |
| 20 | Further Progress                              |
| 21 | MCPE - Part Time LWOP etc.                    |
| 22 | Effect of Other Forms of Leave on Progression |
| 23 | Performance Management                        |
| 24 | Effect of Transfers                           |
| 25 | Performance Indicators                        |
| 26 | Disputes/Grievance Settlement Procedure       |

## **PART 1 - PURPOSE OF THE AGREEMENT**

### **4. INTENTION**

- 4.1 The purpose of this Agreement is to regulate partially the terms and conditions of employment previously regulated by the various Awards and Agreements listed in Schedule A attached hereto and by the provisions of the Police Service Act 1990 and the Regulations thereto.
- 4.2 The Agreement has been developed through a voluntary process of consultation and participation with all parties and reflects the ongoing commitment of the Police Service and its employees to the achievement of the Police Service "Mission" and "Vision".
- 4.3 The "Mission" of the Police Service is "Police and the community working together to establish a safer environment by reducing violence, crime and fear."
- 4.4 The "Vision" of the Police Service is "By the end of the decade NSW will have the safest streets in Australia."
- 4.5 The success of this Agreement requires a genuine commitment on behalf of non-commissioned police officers and the Police Service to strive towards the achievement of the "Mission" and "Vision" by due diligence and adherence to the provisions and ideals of the Statement of Values and the Corporate Plan.
- 4.6 It is the intention of the parties to use a co-operative approach in any matter that affects employees and the Police Service jointly. This applies to the formation of policy and procedures and also to any breakdowns in harmonious employee relations.
- 4.7 This Agreement was not entered into under duress by any party to it.

5. INCIDENCE

This Agreement shall apply to non-commissioned police officers who are employed by the Police Service of New South Wales as at the date of registration of this agreement or who are subsequently employed.

This Agreement replaces the provisions of the Awards and Agreements listed in Schedule A hereto, to the extent of the changes agreed to within this Agreement. Otherwise the provisions of the Awards and Agreements listed shall continue to prevail.

It is also agreed between the parties that pending amendments to the applicable provisions of the Police Service Act 1990, and the Regulations thereto, that the variations to such provisions as are contained within this Agreement shall apply.

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

6. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the beginning of the first full pay period to commence on or after the date of registration and shall remain in force for a period of two (2) years unless varied or terminated earlier pursuant to the provisions of the Industrial Relations Act 1991.

7. NO FURTHER CLAIMS

It is a condition of this Agreement that the Parties undertake, for the duration of the life of this Agreement, not to pursue any extra claims, award or over-award, with respect to non-commissioned police officers.

8. DEFINITIONS

- (a) "*Officer*" means and includes all persons employed by the Police Service of New South Wales as a non-commissioned police officer, including probationary constables, but excluding Student Police Officers, who as at the date of registration of this Agreement were employed as such.
- (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.
- (d) "*Police Service*" means the Police Service of New South Wales.

- (e) "Police Association" means the Police Association of New South Wales.
- (f) "Agreement" means the Police Service of New South Wales Non-Commissioned Police Officers' Enterprise Agreement.

**PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT**

**9. SALARY STRUCTURE AND TRANSITION**

9.1 The rates of base salary contained in Column 1 hereunder take effect from the date of registration. Officers covered by this Agreement at the date of registration shall be paid the rate of base salary in accordance with Column 1 from the beginning of the first full pay period to commence on or after 1st July, 1994, or the date of employment as an officer, whichever is the later.

For the life of this Agreement an officer shall according to rank held and the incremental level achieved, be paid an annual base salary of not less than the following:

| <b>RANK</b>                | <b>CURRENT<br/>(BASE SALARY)<br/>\$P.A.</b> | <b>COLUMN 1<br/>FIRST FULL PAY<br/>PERIOD ON OR AFTER<br/>DATE OF REGISTRATION<br/>(BASE SALARY)<br/>\$P.A.</b> |
|----------------------------|---|---|
| <b>Constable</b>           |   |   |
| 1st year                   | 24801                                       | 25820   |
| 2nd year                   | 25226                                       | 26590   |
| 3rd year                   | 25689                                       | 27376   |
| 4th year                   | 26422                                       | 28269   |
| 5th year                   | 26900                                       | 28760   |
| <b>Constable 1st Class</b> |   |   |
| 1st year                   | 28418                                       | 31167   |
| 2nd year                   | 28717                                       | 31587   |
| 3rd year                   | 28984                                       | 31694   |
| 4th year                   | 29277                                       | 32711   |
| <b>Senior Constable</b>    |   |   |
| 1st year                   | 31707                                       | 33683   |
| 2nd year                   | 31707                                       | 33683   |
| 3rd year                   | 31707                                       | 34883   |
| 4th year                   | 31707                                       | 34883   |

|          |       |       |
|----------|-------|-------|
| 5th year | 32017 | 35607 |
| 6th year | 32017 | 35607 |
| 7th year | 32017 | 35907 |

**Sergeant**

|          |       |       |
|----------|-------|-------|
| 1st year | 34208 | 37083 |
| 2nd year | 34208 | 37083 |
| 3rd year | 34208 | 38283 |
| 4th year | 34208 | 38283 |
| 5th year | 34208 | 38283 |
| 6th year | 34208 | 38283 |
| 7th year | 36634 | 40154 |

**Senior Sergeant**

|          |       |       |
|----------|-------|-------|
| 1st year | 39630 | 42552 |
| 2nd year | 39630 | 42552 |
| 3rd year | 39630 | 42852 |
| 4th year | 39630 | 43452 |

**9.2 Incremental Progression**

The parties agree that on and from the 1st July, 1995, the current time based incremental progression through the various incremental scales shall be abandoned in favour of progression based on:

- (a) a minimum period of twelve (12) months service on each incremental level or step where defined in 9.3; and
- (b) certification, in accordance with the agreed procedures, as specified in Clause 18, of compliance with the requisite competency and/or performance standards.

On that basis therefore, the reference to "years of service" with respect to the provision of increments shall be substituted with reference to "incremental levels and steps".

Provided further that where the appropriate competencies and/or performance standards have not been fully implemented by the Police Service, officers who have achieved the minimum period of service and have satisfied those competencies and/or performance standards which have been implemented for the particular rank or level shall not be prevented from incrementing to the next level.

The parties further agree, consistent with the provisions of Clause 17 of this Agreement, that on and from 1st July, 1995, the grade of Constable 1st Class will be abolished, and officers will be eligible for promotion to Senior Constable upon satisfying the minimum years of service

necessary, and achieving the competencies and/or performance standards necessary to progress to Senior Constable, Level 1.

9.3 Further Salary Increase

The rates of base salary contained in Column 2 hereunder take effect from 1st July, 1995. Officers covered by this Agreement on 1st July, 1995 shall be paid the rate of base salary in accordance with Column 2 below from the beginning of the first full pay period to commence on or after 1st July, 1995, or the date of employment as an officer, whichever is the later. Further, on the basis of satisfying the provisions contained in 9.2 above, such officers will continue to progress along the various incremental scales from that date utilising their existing incremental date unless that incremental date is deferred in accordance with Clause 18 of this Agreement.

| PREVIOUS RANK/<br>INCREMENT | PREVIOUS BASE<br>SALARY \$P.A. | RANK/NEW<br>INCREMENTAL<br>LEVEL | COLUMN 2<br>FIRST FULL PAY<br>PERIOD TO<br>COMMENCE ON<br>OR AFTER 1.7.95<br>(BASE SALARY)<br>\$P.A. |
|-----------------------------|--------------------------------|----------------------------------|--|
| <b>Constable</b>            |                                |                                  |  |
| 1st year                    | 25820                          | Pro. Con. (Level 1)              | 26500  |
| 2nd year                    | 26590                          | Con. Level 2                     | 27500  |
| 3rd year                    | 27376                          | Con. Level 3                     | 28500  |
| 4th year                    | 28269                          | Con. Level 4                     | 29500  |
| 5th year                    | 28760                          | Con. Level 5                     | 30000  |
| <b>Constable 1st Class</b>  |                                |                                  |  |
| 1st year                    | 31167                          | Snr. Con. Level 1                | 33000  |
| 2nd year                    | 31587                          | Snr. Con. Level 2, Step 1        | 33500  |
| 3rd year                    | 31694                          | Snr. Con. Level 2, Step 2        | 33500  |
| 4th year                    | 32711                          | Snr. Con. Level 3, Step 1        | 35000  |
| <b>Snr. Const. 1st year</b> | 33683                          | Snr. Con. Level 3, Step 2        | 35000  |
| 2nd year                    | 33683                          | Snr. Con. Level 3, Step 3        | 35000  |
| 3rd year                    | 34883                          | Snr. Con. Level 4, Step 1        | 37000  |
| 4th year                    | 34883                          | Snr. Con. Level 4, Step 2        | 37000  |
| 5th year                    | 35607                          | Snr. Con. Level 5, Step 1        | 38000  |
| 6th year                    | 35607                          | Snr. Con. Level 5, Step 2        | 38000  |
| 7th year                    | 35907                          | Snr. Con. Level 6                | 38500  |

|                        |       |                          |       |
|------------------------|-------|--------------------------|-------|
| Sergeant 1st year      | 37083 | Sergeant Level 1, Step 1 | 39000 |
| 2nd year               | 37083 | Sergeant Level 1, Step 2 | 39000 |
| 3rd year               | 38283 | Sergeant Level 2, Step 1 | 41000 |
| 4th year               | 38283 | Sergeant Level 2, Step 2 | 41000 |
| 5th year               | 38283 | Sergeant Level 2, Step 3 | 41000 |
| 6th year               | 38283 | Sergeant Level 2, Step 4 | 41000 |
| 7th year               | 40154 | Sergeant Level 3         | 42500 |
| <b>Senior Sergeant</b> |       |                          |       |
| 1st year               | 42552 | Snr. Sgt Level 1, Step 1 | 44500 |
| 2nd year               | 42552 | Snr. Sgt Level 1, Step 2 | 44500 |
| 3rd year               | 42852 | Snr. Sgt Level 2         | 45000 |
| 4th year               | 43452 | Snr. Sgt Level 3         | 46000 |

#### 9.4 Shift Allowances

The Shift allowances provided in Column 1 hereunder take effect from the date of registration. Officers covered by this agreement at the date of registration shall be paid the rates in accordance with Column 1 from the beginning of the first full pay period to commence on or after 1st July, 1994 or the date of employment, whichever is the later.

Column 2 has effect from the beginning of the first full pay period to commence on or after 1st July, 1995.

For the life of this Agreement, officers shall be entitled to be paid the following shift allowances:

| COLUMN 1   |         | COLUMN 2   |         |
|--|---------|--|---------|
| FIRST FULL PAY PERIOD TO COMMENCE ON OR AFTER DATE OF REGISTRATION |         | FIRST FULL PAY PERIOD TO COMMENCE ON OR AFTER 1.7.95 |         |
| per full (8 hour) shift worked                                     |         | per full (8 hour) shift worked                       |         |
| A shift  | \$16.49 |  | \$17.45 |
| B shift  | \$19.24 |  | \$20.36 |
| C shift  | \$10.99 |  | \$11.64 |

#### 9.5 Salaries of Pilots

The salaries payable to pilots employed by the Police Service, whether as officers, or otherwise, are not affected by the provisions of this clause.



10. ANNUAL LEAVE

- 10.1. Subject to the Police Service Regulation 1990, it is agreed that annual leave for officers will from 1st January, 1995, be expressed as and be given and taken on the basis of, "30 working days" in lieu of the current expression of "42 days".
- 10.2. In considering applications for annual leave, the wishes of officers will be taken into account and wherever convenient such leave will be granted. Whilst annual leave will generally be taken in minimum periods of one week (5 working days), lesser periods can be taken by agreement. Annual leave should be applied for in advance.
- 10.3. One week's leave will, as a matter of course, be rostered in conjunction with a minimum of two (2) rest days unless otherwise requested by an officer and with the agreement of the Commander/Manager.
- 10.4. Central and Western Division Leave shall from 1st January, 1995, be calculated on the basis of a maximum of five (5) working days and be expressed as, and be given and taken on the basis of five (5) working days.
- 10.5. Officers may, from 1st January, 1995, accumulate up to a maximum of two years entitlement to annual leave (i.e. 60 working days), however each officer must take as a minimum each year two weeks leave for recreation purposes, unless there is insufficient leave to credit.
- 10.6. Family Leave

In lieu of the current mechanisms agreed between the parties to implement a process to facilitate the taking of leave for family responsibility purposes, it is agreed that:

Where an officer specifies in an application for leave of a lesser period than one (1) week pursuant to sub-clause 10.2 that such leave is required for the purposes of caring for sick or injured children of the applicant or for a sick or injured spouse or elderly parent(s) or other close relative for whom the applicant officer has a carer's responsibility, then every effort shall be made by a Commander/Manager to grant such leave.

11. ANNUAL LEAVE LOADING

The parties agree that during the life of this Agreement they will negotiate with a view to reaching agreement to replace the one-off annual payment of the annual leave loading by the inclusion into salary of an appropriate level of increase in annual salary.



12. SICK LEAVE

For the purpose of this clause, "completed years of service" shall include service as a Probationary Constable or Cadet, but not as a Trainee or Student Police Officer.

12.1 Subject to the provisions of Part 6, Division 8 of the Police Service Regulation 1990, it is agreed that on and from 1st January, 1995, the entitlements of officers to Sick Leave shall be varied from the current provision of (30 or) 75 calendar days in any 12 month period to a fully cumulative system based on 15 working days per annum.

12.2 To facilitate the transition to the new system, as at midnight on the 31st December, 1994, all officers with 5 or more completed years of service will be provided with a "bank" of sick leave calculated in accordance with the entitlements of Commissioned Police Officers, as outlined in Circular 91/160 which appeared in the Police Service Weekly, of 2nd December, 1991.

12.2.1 As at 1st January, 1995 all such officers will be entitled to a grant of 15 working days sick leave to be added to their "bank".


12.2.2 On each subsequent 1st January, a further 15 working days sick leave will be credited to such officers balances.

12.2.3 For the purposes of the calculation of the "bank", previous absences on unpaid sick leave, hurt on duty sick leave inadvertently debited against an officer's sick leave entitlement and/or sick leave taken as a consequence of a recognised workers compensation absence will not be taken into account.

12.3 Officers with less than 5 completed years of service as at midnight on 31st December, 1994

12.3.1 Probationary Constables attested on or before midnight on the 31st December, 1994 shall retain access to sick leave calculated on the basis of an entitlement to 21 working days in any 12 month period of service as a Probationary Constable.

12.3.2 Officers (other than Probationary Constables) with less than 5 completed years of service as at midnight on 31st December, 1994 shall retain access to sick leave calculated on the basis of an entitlement to 54 working days in any 12 month period, until such time as they attain 5 completed years of service.



12.3.3 This Clause (12.3) shall cease to have effect when the last officer subject to its provisions attains 5 completed years of service.

12.3.4 To facilitate the provisions of sub-clause 12.3.2 above, officers subject to its provisions will be reviewed as at midnight on the day of the 5th anniversary of their attestation and shall have their "bank" calculated by subtracting the amount of sick leave taken (converted to working days taking into account the provisions of sub-clause 12.2.3) from 75 working days, rounded up to the next highest quarter ( $\frac{1}{4}$ ) day.

On the next day after the day of their 5th anniversary of attestation all such officers shall be entitled to an additional grant of sick leave based on the pro rata amount of 15 working days as specified for various dates of entry on duty in accordance with the provisions of Division 9, Police Service Regulation 1990.

On the 1st January each year thereafter, officers shall be entitled to a further grant of 15 working days sick leave.

12.4 Minimum "bank" provision.

When calculating "banks", no officer may be credited with a minus balance. A zero "bank" is the minimum.

12.5 Officers attested on or after 1st January, 1995.

All such officers will be entitled to Sick Leave in accordance with Part 6, Division 9 of the Police Service Regulation 1990.

12.6 In addition to the provisions of 12.5 above, any Student Police Officer being immediately attested as a Probationary Constable of Police on or after 1st January, 1995, shall be entitled to accrue any unused portion of sick leave entitlements available pursuant to the provisions of the Crown Employees (Student Police Officers) Award.

12.7 Officers attested on or after 1st April, 1988.

The parties agree that the provisions of this clause are designed to reflect the entitlements that existed prior to the registration of this Agreement regarding the availability of sick leave for officers subject to the provisions of Workcover. This Clause (Clause 12.7) applies only to officers attested on or after 1 April, 1988 and takes effect on 1 January, 1995.

12.7.1 In any case where an officer is absent from duty on Sick Leave in respect of a recognised work related illness or injury and such absence exceeds the initial 26 week limitation applicable under the Workcover provisions (or other limitation as applicable from time to time), such officer shall have the option to:

- (i) accept the standard 'statutory payment' alone with no further adjustments to remuneration level; or
- (ii) have debited from their sick leave entitlements sufficient sick leave so as to enable the payment of normal salary for that period in which the 'statutory payment' applies, subject always to the sufficiency of 'available sick leave'.

12.7.2 For the purpose of Clause 12.7.1. above, in calculating the amount of 'available sick leave' for any officer who opts to debit sick leave from their sick leave entitlements, the following shall apply:

- (i) at the time of reverting to the 'statutory payment' all officers will be required to firstly utilise sick leave from their own personal sick leave "bank", however, no officer shall be required to reduce the balance of their personal sick leave "bank" below fifty four (54) working days or the actual balance of such "bank" on the date of reversion, whichever is the lesser;
- (ii) having utilised that portion of their personal sick leave "bank" (if any) prescribed within 12.7.2. (i) above, officers will then have the ability to access a grant of concessional sick leave. Such concessional sick leave will be made available under the following conditions:
  - (a) the maximum grant of concessional sick leave shall be sufficient to enable the payment of normal salary, inclusive of the 'statutory payment', for a period of 26 weeks in aggregate in respect of any one recognised work related illness or injury; and
  - (b) so much of the grant of concessional sick leave as equates with thirty (30) working days or, if the total grant is less than thirty (30) working days the lesser amount, shall be

deemed to be a grant of sick leave in advance. Such sick leave in advance shall be recovered from an officer's future entitlement upon resumption. No such recovery action shall be taken until the officer has accumulated a minimum sick leave balance of forty (40) working days.

12.7.3 In respect of the provisions of this Clause (Clause 12.7), the Commissioner of Police retains a discretion in cases of special or exemplary circumstances.

12.7.4 Nothing in this Clause will prevent an officer from accessing other forms of paid leave to credit, if they so choose, irrespective of whether 'available sick leave' (including concessional sick leave) has been exhausted or not.

#### 12.8 Rest day entitlements during periods of Sick Leave

In an endeavour to ensure that officers maintain an entitlement to the recreational benefit of rest days, and in recognition of the capacity to change the rosters of officers at short notice, the following provisions are agreed:

In considering whether an officer's rest day/s should be recredited, only those rest days rostered within the actual period of absence should be taken into account.

- (i) In considering the recredit of rest days, each rostered **WEEK** shall stand alone;
- (ii) The following table will apply in respect of rest days lost and sick leave deducted from each officer's leave balance;
- (iii) The total rest days lost (Column 2) plus the total days deducted from the sick leave balance (Column 3) should equal the total days absent (Column 1) in each rostered week.
- (iv) Except where an officer is absent for an entire week, the rest days lost (Column 2) are those rest days which were actually rostered to be taken up to the maximum expressed within Column 2 below:

**NOTE:** Rostered rest days in excess of the maximum prescribed within Column 2 will be recredited.

- (v) Where an officer is absent for an entire week, but has utilised all rest days for the period, the rest day entitlement for the following roster period shall be reduced by two (2) so as to allow for the debit of only five (5) days from the sick leave balance.

| 1.TOTAL DAY(S)<br>ABSENT | 2.REST DAYS LOST             | 3.SICK LEAVE<br>DEDUCTED   |
|--------------------------|------------------------------|----------------------------|
| 7<br>(whole week)        | 2                            | 5                          |
| 6                        | [see (iv) above]<br>(max.) 2 | Column 1 minus<br>Column 2 |
| 5                        | (max.) 2                     | as above                   |
| 4                        | (max.) 1                     | as above                   |
| 3                        | (max.) 1                     | as above                   |
| 2                        | (max.) 1                     | as above                   |
| 1                        | (max.) 1                     | as above                   |

13. 38 HOUR WEEK PROVISIONS

It is agreed that on and from 1st January, 1995, there shall be no further accrual of time towards accrued days off in terms of the existing 38 hour week agreement for non-commissioned police officers. The 38 hour week will be maintained on the basis of the general application of flexible rostering which is characterised by officers actually working an average 38 hours per week over an approved roster period consistent with the agreed flexible rostering guidelines. The parties recognise that, as a consequence of some of the changes brought about by this Agreement, it will be necessary to amend some of the provisions of the currently agreed flexible rostering guidelines.

It is also recognised that in accordance with the flexible rostering guidelines, the development of an appropriate roster is subject to the agreement of the relevant Commander/Manager and a simple majority of the officers involved, and requires the concurrence of the appropriate District Commander or equivalent.

In the event that agreement on an appropriate flexible roster cannot be reached in a particular work place or location, then that workplace or location will revert to the nominated default roster contained in the agreed flexible roster guidelines.

All accrued leave accumulated during 1994 in terms of the current 38 hour week agreement will remain available to be taken during 1995.

14. **OTHER ALLOWANCES**

14.1 **Special Duties Allowances**

Allowances payable under the provisions of the Crown Employees (Non-Commissioned Police Officers') Special Duties Allowance Award, with the exception of the Academic/Qualifications Allowances shall, with effect from the date of Registration be increased to the rates shown in Column 1 below.

Employees covered by this Agreement at the date of registration and entitled to the provisions of the Special Duties Allowance Award shall be paid the rates in accordance with Column 1 from the beginning of the first full pay period to commence on or after 1st July, 1994, or the date of entitlement to the allowance, whichever is the later.

Column 2 has effect from the beginning of the first full pay period to commence on or after 1st July, 1995.

For the life of this Agreement an officer entitled to the provisions of the Special Duties Allowance Award shall be paid the appropriate rate as per the following:

| <b>Special Duties Allowance</b> | <b>COLUMN 1</b>  | <b>COLUMN 2</b>  |
|---------------------------------|--|--|
|                                 | <b>First full pay<br/>period on or after<br/>Registration<br/>\$p.a.</b> | <b>First full pay<br/>period on or<br/>after 1.7.95<br/>\$p.a. -</b> |
| <b>Grade 1</b>                  |  |  |
| On permanent appointment        | 241  | 254  |
| <b>Grade 2</b>                  |  |  |
| On permanent appointment        | 485  | 512  |
| <b>Grade 3</b>                  |  |  |
| On permanent appointment        | 727  | 767  |
| 3 years after permanent app.    | 847  | 894  |
| 5 years after permanent app.    | 968  | 1021   |
| <b>Grade 4</b>                  |  |  |
| On permanent appointment        | 1212   | 1278   |
| 3 years after permanent app.    | 1453   | 1533   |
| 5 years after permanent app.    | 1697   | 1791   |

**Grade 5**

|                              |      |      |
|------------------------------|------|------|
| On permanent appointment     | 2058 | 2172 |
| 3 years after permanent app. | 2542 | 2682 |
| 5 years after permanent app. | 3146 | 3319 |

The parties agree to continue to co-operate to develop an agreed process of Job Evaluation for Specialists.

It is further agreed that the provisions of the Academic/Qualifications Allowance shall not apply to the Associate Diploma in Policing qualification gained as a consequence of the completion of the Constables Development Program or in the event that an officer gains a second or subsequent Associate Diploma which is similar to or an equivalent of the Associate Diploma in Policing.

**14.2 Detectives Special Expense Allowance**

The rates payable in terms of the Detectives Special Expense Allowance shall, with effect from the date of registration be increased to the rates shown in Column 1.

Officers covered by this Agreement at the date of registration and entitled to payment of the Detectives Special Expense Allowance shall be paid the rates in accordance with Column 1 from the beginning of the first full pay period to commence on or after 1st July, 1994, or the date of entitlement whichever is the later.

Column 2 has effect from the beginning of the first full pay period to commence on or after 1st July, 1995.

For the life of this Agreement, an officer entitled to the Detectives Special Expense Allowance shall be paid the appropriate rate as per the following:

| <b>Special Expense Allowance</b>               | <b>COLUMN 1</b>                                       | <b>COLUMN 2</b>                                 |
|--|---|---|
|  | <b>First full pay period on or after Registration</b> | <b>First full pay period on or after 1.7.95</b> |
|  | <b>\$p.a.</b>   | <b>\$p.a.</b>                                   |
| On appointment to Criminal Investigation duty: | 1096  | 1107  |
| On designation as Detective:                   | 1422  | 1436  |
| On promotion to Detective Sergeant:            | 1717  | 1734  |



14.3 Plain Clothes/Stocking Allowances

As a consequence of the near zero movements in the clothing index of the C.P.I. since these allowances were last adjusted, no increase in the Plain Clothes or Stocking Allowance is proposed.

14.4 On Call Allowance

The rates payable in terms of the Crown Employees (Non-Commissioned Police Officers) On Call Allowance Award shall, with effect from the date of registration be increased to the rates shown in Column 1.

Officers covered by this Agreement at the date of registration and entitled to the provisions of the On Call Allowance Award shall be paid the rates in accordance with Column 1 from the beginning of the first full pay period to commence on or after 1st July, 1994, or the date of entitlement, whichever is the later.

Column 2 has effect from the beginning of the first full pay period to commence on or after 1st July, 1995.

For the life of this Agreement, an officer entitled to the provisions of the On Call Allowance Award shall be paid the appropriate rate, as per the following:

| On-Call Allowance               | COLUMN 1<br>First full pay period<br>on or after Registration | COLUMN 2<br>First full pay<br>period on or after<br>1.7.95 |
|---------------------------------|---|--|
|                                 | \$  | \$   |
| Period of less than<br>24 hours | 8.01  | 8.45   |
| Period of 24 hours              | 12.01   | 12.67  |
| Vehicle Care<br>Allowance       | 4.00  | 4.22   |

PART 3 - MISCELLANEOUS PROVISIONS

15. CAREER CONSTABLE CONCEPT

The introduction of the 16 step incremental scale for Constables, described in Clause 9.3 of this Agreement, together with the salaries so prescribed, is in recognition of the changed emphasis in the career development of Constables

and constitutes the provision of a viable alternative to the pursuit of promotion as a career option.

16. **LATERAL ENTRY OF SPECIALISTS**

In lieu of a general agreement to the Lateral Recruitment of non-commissioned officers into the Police Service, the Association is prepared to participate in a co-operative approach to the achievement of the necessary recruitment of specialists, on a 'case-by-case' basis, in areas where the necessary skills and experience are not generally available within the Police Service.

**PART 4 - WORKFORCE REFORM**

This part of the Agreement records the agreements reached between the parties with respect to other Workforce Reform.

17. **RANK RESTRUCTURING AND EARLIER PROMOTIONAL ELIGIBILITY**

The parties agree:

17.1 That effective on and from 1st July, 1995, promotion to the grade of Senior Constable and access to the rates of pay prescribed by Clause 9.3 of this Agreement, shall be available on the basis of a minimum of four (4) years satisfactory service from confirmation as a Constable and upon meeting the promotional requirements and the specified competency and/or performance criteria.

17.2 That effective on and from 1st July, 1995, the rank of Constable 1st Class be abolished.

17.3 That effective from 1st January, 1995, a six (6) month "phasing-in" period be implemented to make up to Senior Constable those officers who have achieved or would previously have achieved the rank of Constable 1st Class, prior to the 1st July, 1995. The process proposed would be:

17.3.1 That all those officers who as at 1st January, 1995, were entitled to, or were receiving, the 4th year increment of Constable 1st Class, be made up to the rank of Senior Constable as at 1st January, 1995, (but not have access to the Senior Constables salary scale) and retain their existing incremental scale and incremental date;

17.3.2 That all those officers who as at 28th February, 1995, were entitled to or were receiving, the 3rd year increment (or higher)

of Constable 1st Class be made up to the rank of Senior Constable as at 28th February, 1995, (but not have access to the Senior Constables salary scale) and retain their existing incremental scale and date;

- 17.3.3 That all those officers who as at 30th April, 1995, were entitled to, or were receiving, the 2nd year increment (or higher) of Constable 1st Class, be made up to the rank of Senior Constable as at 30th April, 1995, (but not have access to the Senior Constables salary scale) and retain their existing incremental scale and date;
- 17.3.4 That all those officers who as at 30th June, 1995, were entitled to or were receiving the 1st year increment (or higher) of Constable 1st Class, be made up to the rank of Senior Constable as at 30th June, 1995, (but not have access to the Senior Constables salary scale) and retain their existing incremental scale and date.
- 17.4 That on and from 1st July, 1995, and upon confirmation as a Constable, (which in most cases should be twelve (12) months after attestation), a Constable be awarded one chevron as the insignia of rank of a confirmed Constable of Police.
- 17.5 That on and from 1st January, 1995, officers promoted to Senior Constable continue to be awarded, and to wear, two chevrons as the insignia of rank, including those officers made up on or after 1st January, 1995.
- 17.6 That on and from 1st January, 1995, all Senior Constables who either have attained, or do attain, ten (10) years satisfactory service as an officer will be awarded a "bar" to the two chevrons to recognise their advanced status.
- 17.7 On and from 1st July, 1995 officers who attain the rank of Senior Constable may apply for promotional positions of the rank of Sergeant only. Such officers must satisfy such pre promotional criteria as may be developed in consultation with the Association.
- 17.8 That all officers promoted to the rank of Senior Constable prior to the 1st January, 1995, will be eligible to apply for any promotional positions of Sergeant and above without the necessity of having met the pre promotional criteria referred to in Clause 17.7 above.
- 17.9 All officers granted progression to Senior Constable between 1st January, 1995 and 30th June, 1995 (inclusive) may, provided they comply with the pre promotional criteria referred to in Clause 17.7 above, apply for promotional positions of the rank of Sergeant only. However, at the completion of 9 years service from attestation, all such

officers shall be eligible to apply for any promotional positions of Sergeant and above without the necessity of having met the pre promotional criteria referred to in Clause 17.7 above.

- 17.10 That prior to 1st July, 1995, only officers of the rank of Constable 1st Class or Senior Constable, or of higher rank, will be eligible to apply for admission to the Supervision Development Program and/or for accreditation of equivalent qualifications.

18. **COMPETENCY BASED INCREMENTAL PROGRESSION**

The Parties agree that:

- 18.1 Incremental progression will be subject to officers complying with the competency and performance requirements outlined in this agreement.

Annually, and prior to an officer's increment falling due, Patrol Commanders/Branch Managers shall issue a Certificate of Competency Compliance unless an officer has failed an agreed remedial programme or has otherwise had incremental progression deferred in accordance with the provisions of this agreement.

A certificate shall be issued immediately upon the successful conclusion of a subsequent remedial programme or when the period of the deferral is completed.

Officers shall, as soon as is practicable, be provided with written notification of any decision which may defer incremental progression.

Competency and performance assessment as well as remedial programmes shall be conducted in Police Service time and expense.

- 18.2 Maintenance of Current Policing Knowledge will be by way of a self-managed Mandatory Continuing Police Education (MCPE) points system covering such competencies as:

- Maintenance of current Policing knowledge;
- Corporate Plan Key Result and Key Practice Areas; and
- Maintenance of expert status for specialists.

- 18.3 The Education and Training Command will be responsible for the development and implementation of the MCPE training curriculum, lesson plans and materials and for the development, maintenance and integrity of a proposed Objective Test of Operational Policing Knowledge and Practice. Such processes will be developed in consultation with the Association.

18.4 The MCPE model will be applied to all non-commissioned levels of the Service.

18.5 Competency compliance will be the satisfactory attainment/passing of:

- Base generic competencies;
- Objective Test of Policing Knowledge and Practice;
- Sufficient Mandatory Continuing Police Education (MCPE) points; and
- Conformance with Performance Management Scheme requirements;

in accordance with the standards prescribed herein.

18.6 Base Generic Competencies are:

- Physical fitness (to be considered on an exception reporting basis only, taking into consideration the deployment and age of the officer concerned);
- Maintenance of Officer Survival Training including Firearms;
- Maintenance of CPR/Basic First Aid knowledge;
- Maintenance of Driver Status;
- Maintenance of COPS System knowledge.

**18.6.1 Physical Fitness Standard:**

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

**Effect on incremental progression:**

If the recommended remedial program is not followed by the officer and/or sufficient progress is not made towards a "reasonable level" of fitness at the end of the first review period set under the remedial program then this will be taken as an effort at remedial action which was not successful, and incremental progression will be deferred by the period between the completion of the initial remedial program and the time when there is sufficient progress made towards a "reasonable level" of fitness in accordance with the remedial program.

The "reasonable level" will be variable having regard to an officer's deployment and age.

Prior to the implementation of this competency there shall be discussions between the Executive Director, Human Resources and the Association to establish an agreed protocol regarding remedial programs.

**18.6.2 Officer Survival Training including Firearms competency and attendance at CPR/Basic First Aid Training:**

Officers must meet or exceed the minimum level of competency established by the Police Service in consultation with the Association.

Officers failing to achieve the minimum level of competency as set will immediately be subject to a remedial training program.

The parties agree to develop acceptable remedial programs in order to ensure consistency across the Police Service.

**Effect on Incremental Progression:**

An officer who fails to achieve the minimum level of competency following the course of remedial training will have the payment of any increment deferred for the amount of time taken to satisfy the appropriate minimum level of competency required.

**18.6.3 Maintenance of Driver Status under the Safe Driving Policy**

In the event that an officer has their status to drive Police Service vehicles revoked pursuant to the Safe Driving Policy, they will undergo driver development under the driver development program.

**Effect on Incremental Progression:**

Failure to regain that status following a period of revocation and after undergoing driver development will result in a deferral of the officer's incremental progression from the conclusion of that programme until such time as they have satisfied the requirements to have their status reinstated. A local decision by a Commander/Manager to "prohibit an officer from driving" will have no effect on incremental progression.

The parties agree to develop acceptable driver development programs in order to ensure consistency across the Police Service.

### Appeal Process

An officer who has their status to drive Police Service vehicles revoked may appeal such decision to the Commissioner of Police in accordance with the Safe Driving Policy.

### Civilian Licence

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

#### **18.6.4 Computerised Operational Policing (COPS) System literacy.**

Subsequent to initial training on the COPS system, officers are expected to have the skills necessary to utilise the system to the degree necessary to perform duties pursuant to their deployment. Officers who demonstrate skill deficiencies which seriously affect the performance of such duties shall be referred to a remedial program of training and instruction.

The parties agree to develop acceptable remedial programs in order to ensure consistency across the Police Service.

#### **Effect on Incremental Progression:**

If, at the conclusion of the remedial training program the officer is not able to demonstrate that the skill deficiency has been overcome, incremental progression will be deferred by the period of time taken from that point until they can so demonstrate.

Officers, whose deployment is changed, shall have the opportunity for further initial training on the COPS system which is specific to that new area of deployment.

#### **18.7 Increments falling due during a period of initial remedial training**

In the event of an officer's increment falling due during a period of initial remedial training or participation in the poor performance scheme (see Clause 18.10 hereunder), it will not be deferred. If such training is not satisfied, payment of the next increment will be deferred by the period of time taken after such training or participation for the officer to be able to demonstrate that the identified difficulty or deficiency has been overcome.

18.8 **Effect of any deferral of incremental progression**

18.8.1 Payment of a deferred increment shall be made with effect from the date of compliance with the appropriate competency and/or performance standards;

18.8.2 Where an increment is deferred:

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

18.9 **Effect on incremental progression where multiple competencies not satisfied**

Should any officer fail to satisfy more than one (1) competency required for incremental progression then the period of loss of incremental progression shall be concurrent not cumulative. The competency taking the longest period to satisfy, of any competencies, shall be the period of the deferral of incremental progression.

18.10 **Performance Management Scheme**

The agreed performance management scheme currently in place for officers of the rank of sergeant and above shall be applied to officers of the rank of sergeant and above. Officers are required to perform their duties in accordance with the provisions of the scheme. Officers who fail to perform at the agreed level will be placed on a poor performers scheme subject to the procedures of the Performance Management Scheme being followed.

**Effect on Incremental Progression:**

If, at the conclusion of the poor performers scheme, an officer has not satisfied the requirements of the scheme, incremental progression will be deferred by the period taken until the officer can so satisfy.

The parties agree to continue to negotiate with a view to reaching agreement on a competency based performance management scheme for constables.



**18.11 Competency Assessment**

Successful completion of PREP and the Constables Development Program is deemed to cover all competencies and the requisite standards required of a Constable to achieve the 5 levels of Constables incremental progression. Officers will also be required to demonstrate maintenance of the base generic competencies during this period.

**Effect on incremental progression:**

Progression to Constable Level 2 increment will be contingent upon the achievement of 12 months service as a probationary constable and confirmation as a constable.

Progression to Constable Levels 3, 4 and 5 increment will be contingent upon the achievement of 12 months service on each previous increment level and the demonstrated maintenance of the base generic competencies during the twelve months period spent on each incremental level.

Should the Base Generic Competencies not be satisfied the effect on incremental progression will be in accordance with the provisions of Clause 18.6 above.

**18.12 Competency attainment to progress beyond Constable Level 5 and for promotion to Senior Constable Level 1 will be:**

- Successful completion of the Constables Development Program (or Constable 1st Class Examination if applicable);
- Successful completion of the Objective Test of Policing Knowledge and Practice (based on current understandings and recent changes affecting law and procedures);
- Maintenance of the Base Generic Competencies.

**18.13 Competency attainment to progress to each subsequent incremental level (including incremental progression within Sergeant and Senior Sergeant ranks) will comprise:**

- Completion of the Mandatory Continuing Police Education requirements (defined in terms of minimum attendance or points);
- Maintenance of the Base Generic Competencies;
- Prior to the increments being approved, the Objective Test will again also need to be undertaken and passed;
- Satisfactory performance under the agreed Performance Management Scheme when implemented.

#### 18.14 Objective Test

The objective test is proposed to be run by computer terminal using the Eagle Network.

Officers may sit a trial of the Objective Test as often as they want subject to Service convenience.

Officers may fail and re-sit, but **MUST PASS** the test at an election to undertake the TEST at some time in the 6 months leading up to the appropriate incremental levels.

The Association is to be consulted in the development of the Objective Test. The parties recognise the need for a prologue to the computer test specifying the source documentation for all questions.

##### **Effect on Incremental Progression:**

Failure to pass the Objective Test at the agreed standard within the 6 months prior to the time of movement to the prescribed incremental levels, will result in a deferral of incremental progression until such time as the Objective Test is passed.

#### 18.15 MCPE

Officers have an obligation to attend the agreed percentage of MCPE's unless the Police Service otherwise agrees. Attendances will be counted in the 12 months period prior to increment.

The percentage figure of number of days attended will be developed in consultation with the Association.

##### **Effect on Incremental Progression:**

Officers who fail to attend the requisite number of MCPE's will have their incremental progression deferred until the appropriate number have been attended unless such lack of attendance was due to the officer being directed not to attend due to Police Service requirements.

#### 19. ALTERNATIVE DUTIES OFFICERS

Any officer who, as a consequence of being placed on alternative duties, is medically excused from any activity aimed at demonstrating their competence shall not have normal incremental progression deferred as a result of that non participation. Should an officer return to full duty, including on a part time basis, any such officer will, within 6 months of such return, be required to demonstrate or achieve the required level of skill in the excused competency.

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

Any failure to so comply will require the officer to undergo appropriate remedial training. Should an officer then remain unable to meet the requirements of the particular competency incremental progression will be deferred in accordance with the provisions of Clause 18.

Where the Commissioner excuses an officer from holding one or more of the base generic or other competencies there will be no effect on that officer's incremental progression.

20. **FURTHER PROGRESS**

The Parties agree to cooperate in the drafting of necessary amendments and variations to the Police Service Act and Regulation with a view to their implementation.

21. **MCPE - PART TIME LWOP, ETC**

Officers on Part-time Leave Without Pay will still be required to attend the requisite number of days. Rosters may be amended to facilitate attendance. Attendances may also be facilitated at other Patrols.

Annual Leave will not reduce attendance requirements. Any other form of continuous absence from the Service, whether Special Leave Without Pay, Sick Leave, exchange duty, secondment, suspension, etc., will be compensated for on a pro rata adjustment basis up to the next full day attendance.

22. **EFFECT OF OTHER FORMS OF LEAVE ON PROGRESSION**

Officers on secondment, full time leave without pay, special leave without pay, extended sick leave, sick leave without pay, Hurt on Duty absences or returning from suspension, will be regarded as having satisfied the requirements for any entitlement to incremental progression provided that within 6 months of their return to duty they comply with the agreed procedures prescribed in Clause 18 of this Agreement.

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

Any failure to comply will require the officer to undergo appropriate remedial training. Should an officer then remain unable to meet the requirements of the particular competency, incremental progression will be deferred in accordance with the provisions of Clause 18.

23. **PERFORMANCE MANAGEMENT**

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

24. **EFFECT OF TRANSFERS**

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

25. **PERFORMANCE INDICATORS**

The parties agree that it is fundamental to the success of this Agreement that there be clear and measurable achievements made in terms of the improvements in efficiency brought about by the provisions contained herein.

It is agreed therefore that the achievement of the following shall be indicative of the success or otherwise of the Agreement.

25.1 **Annual Leave and Sick Leave**

That by 1st January, 1995, the provisions of Clauses 10 and 12 relating to changes in entitlements to and the granting of Annual Leave and Sick Leave to officers will be implemented.

25.2 **38 Hour Week**

That by 1st January, 1995, the provisions of Clause 13, providing for changes in the maintenance of the 38 hour week for officers shall be implemented.

25.3 **Rank Restructuring**

That by 1st July, 1995, the provisions of Clause 17 relating to the abolition of the grade of Constable 1st Class will be implemented.

26. **DISPUTES/GRIEVANCE SETTLEMENT PROCEDURE**

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

26.1 **Safety Issues - Procedures**

26.1.1 In cases where a safety issue is involved, the Association shall immediately notify the Region Industrial Liaison Officer or in their absence the Region Staff Officer Personnel, who shall advise the Industrial Relations Directorate.

26.1.2 If the matter is not resolved the Liaison Officer or Staff Officer shall refer the question immediately to the Industrial Relations Directorate and endeavour to conciliate the matter without delay.

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

26.2 **Procedure in Other Matters**

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

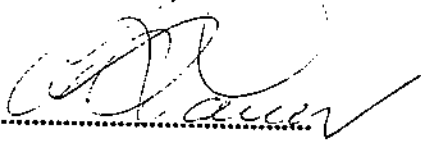
26.2.2 Failing resolution of the grievance/dispute further discussions shall be held between the Branch or other Association official and the appropriate Patrol or other Commander/Manager who shall inform the office of the District Staff Officer Personnel of the dispute. This should take place within 48 hours (exclusive of weekends) of the completion of (a) above.

- 26.2.3 If the grievance/dispute remains unresolved it shall be referred to the Region Industrial Liaison Officer or in their absence the Region Staff Officer Personnel who shall endeavour to conciliate the matter with Association officials.
- 26.2.4 If the grievance/dispute is not resolved at that level Association representatives shall refer the matter to the Industrial Division of the Association. The Industrial Liaison Officer or Staff Officer Personnel shall refer the matter to the Industrial Relations Directorate. The matter shall then be discussed between officers of the Association and the Industrial Relations Directorate. These actions will take place as soon as it is apparent that the earlier discussions will not resolve the dispute/grievance.
- 26.2.5 If a grievance has not been resolved at the conclusion of this stage of discussions, the employer must provide a written response to the grievance, including reasons for not implementing the proposed remedy.
- 26.2.6 If a dispute remains unresolved the Industrial Relations Directorate will assume responsibility for liaising with the member(s) of the Senior Executive Service of the Police Service and advise of the final position of the Commissioner of Police as to the issue in dispute.
- 26.2.7 Neither party will initiate proceedings under sections 188 or 204 of the Industrial Relations Act 1991 until procedures under these clauses have failed to resolve the issue and each constituent of the other party has been given three clear days notice (exclusive of weekends) of that intent. Observance of this period of notice shall not prejudice the position of any party to the dispute.

### 26.3 GENERAL

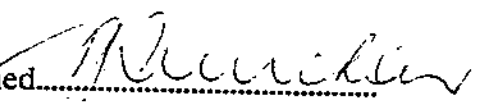
Whilst the dispute resolution procedures are continuing no stoppage of work or any form of ban or limitation of work shall be applied.

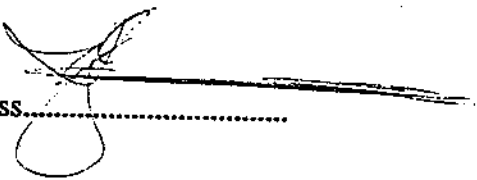
Signed by the Commissioner of Police in the presence of:

Signature.....

Witness.....

Signed for and on behalf of the Police Association of New South Wales in the presence of:

Signed.....

Witness.....

Name.....PJ TUNCHON

Position.....PRESIDENT

**SCHEDULE 'A'**

**Schedule of Awards and Agreements referred to in Clause 1**

1. Non Commissioned Police Officer Police Department (Public Service Board) Agreement No 2396 of 1982.
2. Crown Employees (Non Commissioned Police Officers) Award.
3. Crown Employees (Non Commissioned Police Officers) (Hours) Interim Award.
4. Crown Employees (Non Commissioned Police Officers) Special Duties Allowance Award.
5. Crown Employees (Non Commissioned Police Officers) On Call Allowance Award.
6. Crown Employees Non Commissioned Police Officers (Uniform) Award.

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