

# ENTERPRISE AGREEMENT

NO: E.A. 317 /1995

DATE REGISTERED: 8-9-95

PRICE: \$ 24-00

**POLICE SERVICE OF NEW SOUTH WALES  
TRANSIT POLICE, TRANSIT PATROL 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 Public Employment Industrial Relations Authority being a Corporation constituted under the Public Sector Management Act, 1988 and having its office at 1 Farrer Place, Sydney in the State of New South Wales of the one part and the Australasian Transport Officers Association and the Australian Rail, Tram and Bus Industry Union, New South Wales representing Transit Police employed by the Police Service at various locations throughout New South Wales otherwise covered by the Salaried Officers Award, 1955, Department of Railways, New South Wales 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 Transit Police, Transit Patrol Officers Enterprise Agreement.

**3. ARRANGEMENT**

<b>CLAUSE 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	Nature of Employment and Agreement
9	Definitions
10	Salaries and Rank Structure
10A	Loading
11	Future salary movements
12	Transitional and Progression Arrangements
13	Senior Officers
14	General provisions
15	Leave Reserved
16	Disputes/Grievance Handling Procedures

**PART 1 - PURPOSE OF THE AGREEMENT**

**4. INTENTION**

- 4.1 This Agreement is made between the employer and the Unions pursuant to the provisions of Part 4, Section 22 of the Police Department (Transit Police) Act, 1989 and shall be binding upon the employer, the Police Service and all officers as defined herein.
- 4.2 The purpose of this Agreement is to essentially provide to Transit Patrol Officers the identical conditions of employment as are applied to non-commissioned police officers with the exception of those matters otherwise specified herein.
- 4.3 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 delivery of quality transit policing services and the creation of a rewarding and fulfilling working environment.
- 4.4 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.
- 4.5 This Agreement was not entered into under duress by any party to it.

**5. INCIDENCE**

This Agreement shall apply to Transit Police Officers who are employed by the Police Service as at the date of registration of this Agreement. This Agreement replaces the provisions of the Salaried Officers Award, 1955 Department of Railways, New South Wales.

**6. DATE AND PERIOD OF OPERATION**

This Agreement shall operate from the date of registration and shall remain in force until 1 December, 1996 unless varied or terminated pursuant to the provisions of the Industrial Relations Act, 1991.

7. NO FURTHER CLAIMS

It is a condition of this agreement that the Unions undertake for the duration of the life of this Agreement not to pursue any extra claims award or over award with respect to officers as defined herein.

PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

8. NATURE OF EMPLOYMENT AND AGREEMENT

The Police Service for the purposes of this Agreement states its commitment to pursuing the employment of Transit Police pursuant to the Police Service Act, 1990.

If, at the end of the specified life of this Agreement both parties are satisfied that the expectations of the other have been met, and the Agreement is reviewed and kept in force, yet the employment of Transit Police has remained under the Police Department (Transit Police) Act, 1989 within the Police Service, a proposal to formalise the employment of Transit Police under the Police Service Act, 1990 will be developed.

The parties recognise that the implementation for Transit Police of the similar rank structure contained in the Non Commissioned Police Officers Enterprise Agreement (EA480/94) pertaining to the abolition of the grade of Constable First Class can only be effected by amending the Police Department (Transit Police) Act 1989. In recognition of this, the parties agree that the proposed movement of the Transit Police to coverage under the Police Service Act, 1990 would be the appropriate time to reflect the changed rank structure by rescinding the rank of Transit Patrol Officer First Class.

By virtue of the acceptance and signing of this Agreement and the acceptance of the salaries and promotional and progression structures contained herein the Unions agree to accept as applicable to Transit Police, all those matters contained in the Non-Commissioned Police Officers Enterprise Agreement (EA480/94) that could be applied to the progression/promotion/incremental progression and employment of Transit Police (not otherwise excluded by the provisions of this Agreement) and that by their nature could not be applied solely to Police Officers.

Transit Police agree to abide by the Statement of Values contained in the Police Service Act 1990, Section 7, a copy of which is at Attachment A.

**PART 3 - DEFINITIONS, SALARIES AND ALLOWANCES**

**9. DEFINITIONS**

"Officer" means those persons employed by the Police Service under the provisions of the Police Department (Transit Police) Act, 1989.

"Commissioner" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.

"The employer" means the Public Employment Industrial Relations Authority.

"Police Service" means the Police Service of New South Wales.

"The Unions" means the Australasian Transport Officers Association and the Australian Rail, Tram and Bus Industry Union, New South Wales.

"service" means continuous service.

"Agreement" means the Police Service of New South Wales Transit Police, Transit Patrol Officers, Enterprise Agreement.

**10. SALARIES AND RANK STRUCTURE**

The rates of pay contained in this clause take effect from the date of registration. Employees covered by this agreement at the date of registration shall be paid the rate of pay in accordance with this clause from the beginning of the first full pay period to commence on or after 1 July, 1995 or date of employment, whichever is the later.

<b>PATROL OFFICER</b>	<b>CURRENT</b>	<b>\$ PER ANNUM BASE SALARY EFFECTIVE 1.7.95</b>
1st Year	\$25807	1st Year \$25807
2nd Year	\$26271	2nd Year \$26752
3rd Year	\$26271	3rd Year \$27696
4th Year	\$26688	4th Year \$28659
		5th Year \$29145
<b>PATROL OFFICER FIRST CLASS</b>		
1st Year	\$27274	Level 1, Step 1 \$32066
2nd Year	\$28134	Level 2, Step 1 \$32515
3rd Year	\$28423	Level 2, Step 2 \$32515
4th Year	\$28896	Level 3, Step 1 \$33975

<b>SENIOR TRANSIT POLICE OFFICER</b>	<b>CURRENT</b>	<b>EFFECTIVE 1.7.95</b>	
1st Year	\$30024	Level 3, Step 2	\$33975
2nd Year	\$30591	Level 3, Step 3	\$33975
3rd Year	\$32227	Level 4, Step 1	\$35916
		Level 4, Step 2	\$35916
		Level 5, Step 1	\$36909
		Level 5, Step 2	\$36909
		Level 6	\$37387
 <b>SENIOR SPECIAL RATE</b>			
		1st Year and thereafter	\$38027
 <b>CHIEF TRANSIT POLICE OFFICER</b>			
1st Year	\$34043	Level 1, Step 1	\$38665
2nd Year	\$35974	Level 1, Step 2	\$38665
3rd Year	\$38055	Level 2, Step 1	\$40647
		Level 2, Step 2	\$40647
		Level 2, Step 3	\$40647
		Level 2, Step 4	\$40647
		Level 3	\$42122

**10A LOADING**

In addition to the salaries prescribed by Clause 10, Salaries but not Clause 13, Senior Officers, of this Agreement, officers shall be paid a loading at the same percentage rate and for the same reasons and purposes as the loading payable to non-commissioned police officers prescribed by Clause 4 of the Crown Employees (Non-Commissioned Police Officers) Award and Clause 6 of the Non-Commissioned Police Officers, (Police Department) Agreement No. 2396 of 1982, or any Agreement or Award replacing those specified.

## 11. FUTURE SALARY MOVEMENTS

From the date of registration of this Agreement, the salaries prescribed in Clause 10, Salaries, of this Agreement, and Clause 13, Senior Officers, shall be adjusted on the same basis as any variations in the salaries prescribed for General Duties Non-Commissioned Police Officers of the Police Service of similar grade or rank under any Award, Agreement, including Enterprise Agreement or Determination covering such officers. (For the purposes of future variation of the salaries prescribed in Clause 13, Senior Officers of this Agreement, any variation shall be that applicable to the Salaries of Senior Sergeants, General Duties of the Police Service). The objective of any such variation in the salaries of officers is to ensure that the relativities with equivalent police grades and ranks established by the provisions of this Agreement are maintained. Any such variation will be conditional upon the Unions and the officers complying with any relevant wage fixation principles or other criteria which must either be satisfied to permit such variation or is implicit in the decision, Award, Agreement, Enterprise Agreement or Determination providing such variation to police officers. Any such requirement will be deemed to have been satisfied on the basis of the Unions accepting any agreements or processes reached and agreed between the Police Service and the Police Association of New South Wales.

The parties recognise that for the true interest and purposes of this Agreement to operate, a full and uncompromising acceptance of all such agreements or processes agreed with the Police Association will be required to properly facilitate the operation of this Agreement.

## 12. TRANSITIONAL AND PROGRESSION ARRANGEMENTS

- (i) Patrol Officers and Patrol Officers First Class will, from the beginning of the first full pay period to commence on or after 1 July, 1995 be permitted to proceed by way of progression in accordance with the scales specified in Clause 10 Salaries to the rank of Senior Transit Police Officer, 6th Level.
- (ii) Incremental dates for officers on the Patrol Officer and Patrol Officer First Class rank will remain the same with the exception of those officers who have been on the 4th year rate of the First Class rank for twelve months or more.
- (iii) Officers who have been on the 4th year rate of the First Class rank for twelve months or more will progress to the Senior Transit Police Officer rank Level 3, Step 2 and will have a new incremental date that being the beginning of the first full pay period to commence on or after 1 July, 1995.

- (iv) Progression to Patrol Officer First Class or to Senior Transit Police Officer will be subject to completion of 12 months satisfactory service and satisfactory conduct at the (new) 5th year increment of Patrol Officer or Level 3, Step 1 of Patrol Officer 1st Class, as the case may be and be subject to meeting the progression requirements as applied to Police Officers of the similar rank or grade. Progression to Chief Transit Police Officer will be on the basis of promotion by merit and will be subject to a vacancy occurring.
- (v) All Officers who at the date of signing of this Agreement substantively occupied a position of Senior Transit Police Officer will, from the beginning of the first full pay period to commence on or after 1 July, 1995, be progressed to the Senior Special rate. Incremental dates for all such officers will become the beginning of the first full pay period to commence on or after 1 July, 1995.
- (vi) The Senior Special rate will not apply to officers progressed to the rank of Senior Transit Police Officer on or after 1 July, 1995.
- (vii) All Officers who at the date of signing of this Agreement substantively occupied a position of Chief Transit Police Officer will, from the beginning of the first full pay period to commence on or after 1 July, 1995, immediately progress to Level 3 of the Chief Transit Police Officer scale. Incremental dates for such officers will become the beginning of the first full pay period to commence on or after 1 July, 1995.
- (viii) Progression within the incremental scale for each rank will be subject to a minimum of twelve months satisfactory conduct and service on the previous increment, Step or Level, and satisfactorily meeting the progression requirements as applied to Police Officers of similar rank or grade.

### 13. SENIOR OFFICERS

The rates of Pay contained in this clause take effect from the date of registration.

- (i) The Officer classified as Senior Officer will from the beginning of the first full pay period to commence on or after 1 July, 1995, be paid a salary of not less than \$50948 per annum.
- (ii) The Officer classified as an Inspector will from the beginning of the first full pay period to commence on or after 1 July, 1995 be paid a salary of not less than \$46427 per annum.
- (iii) The positions of Inspector and Senior Officer will devolve on being vacated by the current occupants.



- (iv) The general conditions of employment of the Senior Officer and Inspector will be those applicable to non-executive Administrative Officers of the Police Service generally who are classified as 38 hour per week shift workers. This includes all provisions pertaining to such matters as leave, rostered days off and allowances for shift work, etc.

#### 14. GENERAL PROVISIONS

- (i) The conditions of employment of officers, with the exception of Senior Officers as prescribed by Clause 13, shall be as determined by the Non-Commissioned Police Officers (Police Department) Agreement No. 2396 of 1982, and as provided by the provisions of the Police Service Act, 1990 and Regulation, the Police Service of New South Wales Non-Commissioned Police Officers' Enterprise Agreement (EA480/94) and shall apply to the officers as if they were Police Officers, in all matters with the exception of:

The level of salaries and rank structure, (which shall be as prescribed in this Agreement);

Sick Leave; and

Self Recall in the Public interest as provided for in Clause 12 of the Non-Commissioned Police Officers (Police Department) Agreement;

which shall not apply.

- (ii) Sick leave provisions shall be those applicable to Administrative Officers as determined by the Police Service Regulation, Part 6, Division 9. As the State Rail Authority sick leave entitlements are similar to these provisions this clause does not institute any change in entitlements.
- (iii) The provisions for leave in this Clause shall take effect on and from 1st July, 1995. With respect to annual leave a balance of leave accrued will be struck as at midnight 30 June, 1995. As of 1 July, 1995 officers (excluding the Senior Officers) will be entitled to 15 working days annual leave for the period 1 July, 1995 to 31 December, 1995. This provides officers with a pro rata entitlement of Non-Commissioned Police Officers annual leave for the balance of 1995.
- (iv) **Fare Concessions**

Concessional fare arrangements between officers and the State Rail Authority may remain, subject to the discretion of the State Rail Authority in continuing to provide any such concession.

15. LEAVE RESERVED

The parties agree that any Clause of this Agreement which results in consequences arising which the parties recognise as being inequitable and unintended may be renegotiated.

16. DISPUTES/GRIEVANCE HANDLING PROCEDURES

(i) PREAMBLE

The objects of these procedures are to avoid disputes/grievances 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.

(ii) SAFETY ISSUES - PROCEDURE

- a) In cases where a safety issue is involved the Union/s shall immediately notify the Region Industrial Liaison Officer or in the absence of that officer the Region Staff Officer Personnel who shall advise the Industrial Relations Directorate and endeavour to conciliate the matter without delay.
- b) If the matter is not resolved the Liaison Officer or Staff Officer shall refer the question immediately to the Industrial Relations Directorate.
- c) Subject to this procedure being followed, the Union/s reserve the right to refer the matter to the appropriate industrial tribunal.

(iii) PROCEDURES IN OTHER MATTERS

- a) 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 occur within 48 hours (exclusive of weekends and public holidays) of the notification.
- b) Failing resolution of the grievance/dispute further discussion shall be held between the Union and the appropriate Patrol or other Commander who shall inform the office of the District Staff Officer Personnel of the dispute. This should take place within 48 hours (exclusive of weekends and public holidays) of the completion of (a) above.

- c) If the grievance/dispute remains unresolved it shall be referred to the Region Industrial Liaison Officer or in the absence of that officer the Region Staff Officer Personnel who shall endeavour to conciliate the matter with Union officials.
- d) If the grievance/dispute is not resolved at that level 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 Union/s and the Industrial Relations Directorate. These actions should take place as soon as it is apparent that the earlier discussions will not resolve the grievance/dispute.
- e) 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.
- f) Where the matter is not clearly identifiable as a local industrial matter within the employer's delegation, officers of the Industrial Relations Directorate shall promptly inform the employer.
- g) If the matter remains unresolved the Union/s may refer the matter to the Executive Director - Human Resources who shall review the matter in conference or otherwise and advise the employer's final position on the issue in dispute.
- h) Neither party to this Agreement will initiate proceedings under sections 188 and/or 204 of the Industrial Relations Act 1991 until procedures under this clause have failed to resolve the issue and each constituent of the other party has been given three clear days notice of that intent.

Observance of this period of notice shall not prejudice the position of any party to the dispute.

(iv) 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 for and on behalf of Public Employment Industrial Relations Authority:

Name Ken Giggis

SIGNED [Signature]

Position Commissioner

In the presence of [Signature]

Signed by Commissioner of Police [Signature]

In the presence of [Signature]

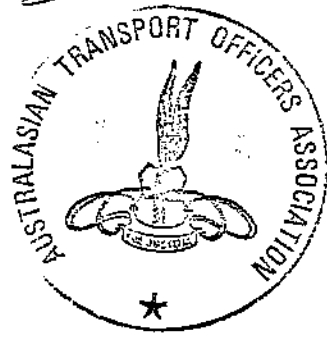
Signed for and on behalf of the Australasian Transport Officers Association:

Signed [Signature]

Witness [Signature]

Name R. HESSE

Position GENERAL SECRETARY



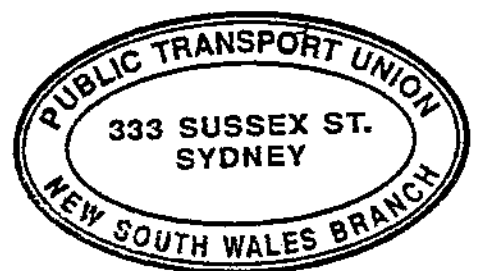
Signed for and on behalf of the Australian Rail, Tram and Bus Industry Union, New South Wales.

Signed [Signature]

Witness [Signature]

Name H. DWYER

Position STATE SECRETARY



## ATTACHMENT A

### Statement of values of members of Police Service

Each member of the Police Service is to act in a manner which:

- (a) places integrity above all;
- (b) upholds the rule of law;
- (c) preserves the rights and freedoms of individuals;
- (d) seeks to improve the quality of life by community involvement in policing;
- (e) strives for citizen and police personal satisfaction;
- (f) capitalises on the wealth of human resources;
- (g) makes efficient and economical use of public resources; and
- (h) ensures that authority is exercised responsibly.