

# ENTERPRISE AGREEMENT

NO: E.A. 87 /1995

DATE REGISTERED: 10-3-95

PRICE: \$ 52-00

**POLICE SERVICE OF NEW SOUTH WALES  
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 Commissioned Police Officers' Association of New South Wales representing 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 Commissioned Police Officers' Enterprise Agreement.

**3. ARRANGEMENT**

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## 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 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 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 commissioned police officers.

8. DEFINITIONS

- (a) "*Officer*" means and includes all persons employed by the Police Service of New South Wales as a commissioned police officer, but excludes those commissioned police officers employed as members of the Police Service Senior Executive Service.
- (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) "*Commissioned Police Officers' Association*" or "*Association*" means the Commissioned Police Officers' Association of New South Wales.
- (f) "*Agreement*" means the Police Service of New South Wales Commissioned Police Officers' Enterprise Agreement.

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

**9. SALARY STRUCTURE AND TRANSITION**

9.1 The rates of 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 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 salary of not less than the following:

<b>RANK</b>	<b>CURRENT (SALARY)</b>	<b>COLUMN 1 FIRST FULL PAY PERIOD ON OR AFTER DATE OF REGISTRATION (SALARY)</b>
	<b>\$P.A.</b>	<b>\$P.A.</b>
<b>Inspector</b>		
1st year	55081	59525
2nd year	55081	59871
3rd year	55081	60217
4th year	56265	61274
<b>Chief Inspector</b>		
1st year	59014	63850
2nd year	59014	64197
3rd year	59014	64543
<b>Superintendent</b>		
1st year	68899	74854
2nd year	68899	75546
3rd year	70373	76692
<b>Chief Superintendent</b>		
1st year	73374	79346
2nd year	73374	79692
3rd year	73374	80038

9.2 Transitional Arrangements

For the purpose of implementing the increases described in Clause 9.1 above, the following transitional arrangements shall apply:

- (i) officers who, as at 5 October, 1994, were in their first year of appointment to the ranks of Inspector, Chief Inspector, Superintendent or Chief Superintendent shall be deemed to have completed that first year and move to the 2nd year rate of the appropriate rank with effect from that date (5 October 1994) and be paid the appropriate salary prescribed for that 2nd year rate in Column 1 of Clause 9.1 above; and
- (ii) such officers shall have their incremental date adjusted to reflect this change and thereafter their incremental date shall be 5 October in each subsequent year unless otherwise varied through promotion or other means.

9.3 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 where defined in 9.4 below; and
- (b) certification, in accordance with the agreed procedures, as specified in Clause 15, 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".

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.

9.4 Further Salary Increase

The rates of 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 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 9.3 above, such officers will continue to progress along the various incremental scales from that date utilising their then existing incremental date unless that incremental date is deferred in accordance with Clause 15 of this Agreement.

PREVIOUS RANK/ INCREMENT	PREVIOUS SALARY \$P.A.	RANK/NEW INCREMENTAL LEVEL	COLUMN 2 FIRST FULL PAY PERIOD TO COMMENCE ON OR AFTER 1.7.95 (SALARY) \$P.A.
<b>Inspector</b>		<b>Inspector</b>	
1st year	59525	Level 1	61500
2nd year	59871	Level 2	62000
3rd year	60217	Level 3	62500
4th year	61274	Level 4	63500
<b>Chief Inspector</b>		<b>Chief Inspector</b>	
1st year	63850	Level 1	66000
2nd year	64197	Level 2	66500
3rd year	64543	Level 3	67000
<b>Superintendent</b>		<b>Superintendent</b>	
1st year	74854	Level 1	77500
2nd year	75546	Level 2	78500
3rd year	76692	Level 3	79500
<b>Chief Superintendent</b>		<b>Chief Superintendent</b>	
1st Year	79346	Level 1	82000
2nd year	79692	Level 2	82500
3rd year	80038	Level 3	83000

#### 9.5 Loading

The parties agree that the salaries prescribed in Clauses 9.1, 9.4 and Clause 10 of this Agreement contain a loading in compensation for the factors for which the "Loading" prescribed for non-commissioned police officers is intended to compensate.

#### 9.6 "All up" Nature of Salary

The parties recognise the "all up" nature of the salaries prescribed in Clauses 9.1, 9.4 and Clause 10 of this Agreement, consistent with the description contained in Police Service Circular 91/65, issued on 29 April, 1991.

10. ANNUAL LEAVE LOADING INCORPORATED INTO SALARY

The parties agree that with effect from the beginning of the first full pay period to commence on or after 1 December, 1995, the salaries of officers shall be increased by an amount of 1.35% to replace the one-off annual payment of the annual leave loading.

On that basis, the rates of salary contained in Column 3 hereunder shall take effect from the beginning of the first full pay period to commence on or after 1 December, 1995 or the date of employment as an officer, whichever is the later. Further, on the basis of satisfying the provisions contained in 9.3 above, officers will continue to progress along the various incremental scales from that date utilising their then existing incremental date unless that incremental date is deferred in accordance with Clause 14 of this Agreement.

PREVIOUS RANK/ INCREMENT	PREVIOUS SALARY \$P.A.	RANK/NEW INCREMENTAL LEVEL	COLUMN 3 FIRST FULL PAY PERIOD TO COMMENCE ON OR AFTER 1.12.95 (SALARY) \$P.A.
<b>Inspector</b>		<b>Inspector</b>	
1st year	61500	Level 1	62330
2nd year	62000	Level 2	62837
3rd year	62500	Level 3	63344
4th year	63500	Level 4	64357
<b>Chief Inspector</b>		<b>Chief Inspector</b>	
1st year	66000	Level 1	66891
2nd year	66500	Level 2	67398
3rd year	67000	Level 3	67905
<b>Superintendent</b>		<b>Superintendent</b>	
1st year	77500	Level 1	78546
2nd year	78500	Level 2	79560
3rd year	79500	Level 3	80573
<b>Chief Superintendent</b>		<b>Chief Superintendent</b>	
1st Year	82000	Level 1	83107
2nd year	82500	Level 2	83614
3rd year	83000	Level 3	84121



11. OTHER ALLOWANCES

11.1 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 rate 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:

Special Expense Allowance	COLUMN 1 First full pay period on or after Registration \$p.a.	COLUMN 2 First full pay period on or after 1.7.95 \$p.a.
On promotion to Detective Inspector:	2106	2127

11.2 Higher Duties (Relieving) Allowance

11.2.1 General

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

11.2.2 Exceptions

- (i) This Clause does not apply to relieving duty performed in Police Service Senior Executive Service positions. In such cases the provisions shall be those approved from time to time by the Police Board of New South Wales.

- (ii) No allowance shall be payable under this Clause for relieving duty performed by an officer in a position normally occupied by an officer of the same rank.

#### **11.2.3 Amount Payable**

- (i) Any officer who, during a period of relieving duty in another position, satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of that position, shall be paid an allowance equal to the difference between that officer's own salary and the salary (Level 1) normally payable to the rank of the position in which relief was performed.
- (ii) Where an officer does not assume the whole of the duties and responsibilities of the position, the amount of any allowance paid shall be determined as a percentage of the full allowance as prescribed in Clause 11.2.3 (i) above.

The percentage of allowance payable shall be that determined by the approving officer and shall be 'rounded' up to the nearest ten (10) percent.

#### **11.2.4 Limitations on Eligibility**

- (i) No allowance is payable where less than five (5) consecutive working days relieving duty is performed.
- (ii) Where absences of five (5) days or less occur during a period of relieving duty, the allowance is to be paid for those periods of absence. However, if the period of relieving duty is only for five (5) days, during which there is a period of absence then the allowance is not payable.
- (iii) Except as provided for in Clause 11.2.5 below, no allowance shall be paid in respect of any period of leave exceeding five (5) complete and consecutive working days taken by an officer during any period of relieving duty in another position.

#### **11.2.5 Extended Periods of Relief**

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

### PART 3 - MISCELLANEOUS PROVISIONS

#### 12. LATERAL ENTRY OF SPECIALISTS

In lieu of a general agreement to the Lateral Recruitment of 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 requisite skills and experience are not generally available within the Police Service.

#### 13. TRAVELLING TIME

In recognition of the all incidences nature of the total salary paid to officers, the parties agree that with effect from the beginning of the first full pay period to commence on or after the date of registration of this Agreement, the provisions of Clause 11 "Travelling Time" of the Commissioned Police Officers Agreement, No. 2395 of 1983 shall no longer apply.

### PART 4 - WORKFORCE REFORM

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

#### 14. FIXED TERM APPOINTMENT

*For the purposes of this Clause, a reference to "the date of implementation" is a reference to the date of implementation of the Fixed Term Appointment provisions of this Agreement and not the date of registration of the Agreement. In that regard, "the date of implementation" shall be, unless otherwise implied or implicit in the facilitative legislation when proclaimed, a date not earlier than 1 July, 1995 and not later than 31 December, 1995 as determined by agreement between the parties.*

The parties agree that, unless otherwise prescribed within this Agreement, on and from the date of implementation each officer shall be the subject of a Fixed Term Appointment in accordance with the following provisions:

##### 14.1 General

14.1.1 Subject to the provisions of this Agreement, there shall be a general presumption in favour of renewal of Fixed Term Appointments.

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

**14.2 Length of Fixed Term Appointments**

**14.2.1 Initial Fixed Term Appointments:** For officers who are confirmed as commissioned officers on or before the date of implementation, shall be for a period of ten (10) years or the balance of service to an officer's nominated date of retirement, whichever is the lesser.

**Exception**

No Initial Fixed Term Appointment of less than twelve (12) months duration shall be offered. Officers whose balance of service to nominated date of retirement is less than twelve (12) months shall be excluded from the provisions of this Clause (Clause 14).

**14.2.2 Subsequent Fixed Term Appointments:** For those officers confirmed as commissioned officers after the date of implementation, shall be for a period of five (5) years or the balance of service to an officer's nominated date of retirement, whichever is the lesser.

**14.2.3 Renewal of Completed Fixed Term Appointments** shall be effected in accordance with the provisions of this Clause (Clause 14) and shall be for a period of five (5) years or the balance of service to an officer's nominated date of retirement, whichever is the lesser.

There shall be no minimum period of appointment in respect of Fixed Term Appointments which constitute renewals of one or more completed Terms.

**14.2.4 The Effect of Promotion on a Current Fixed Term Appointment** shall be that an officer, subject of promotion during the currency of a Fixed Term Appointment, shall be required to enter into a new Fixed Term Appointment consistent with the provisions of Clause 14.2.2 (Subsequent Fixed Term Appointments) above.

**14.2.5 On Appointment to a Position Within the Police Senior Service Senior Executive Service,** an officer's Fixed Term Appointment will be deemed to have been completed and will expire immediately upon the date of such appointment.

### 14.3 Renewal Process

The Commissioner, through the Executive Director Human Resources, is the approving authority for the renewal of an expiring Fixed Term Appointment. Any decision in respect of the renewal or non renewal of an Appointment must be made in accordance with the provisions of this Clause (Clause 14).

#### 14.3.1 Renewal Criteria

In considering the renewal of an officer's Fixed Term Appointment the Commissioner shall have regard to the following:

- (i) the officer's performance over the relevant period as assessed in accordance with the Performance Management Scheme (see Clause 15.10 of this Agreement); and
- (ii) the maintenance by the officer of the required standards of personal integrity.

In seeking to determine questions of personal integrity, the Commissioner may have regard to such matters as are thought relevant to the issue, however, such material if relied upon may be required to be produced in any review process conducted in accordance with this Clause (Sub-Clause 14.3.3).

#### 14.3.2 Notice of Intention to Offer/Decline Renewal

- (i) The Commissioner shall advise an officer, not less than six (6) months prior to the expiry of any Fixed Term Appointment, of the intention to either renew or not renew such Fixed Term Appointment.
- (ii) An officer shall advise the Commissioner, not less than six (6) months prior to the expiry of any Fixed Term Appointment, of their intention to seek or not seek renewal of such Fixed Term Appointment.
- (iii) Where an officer gives notice of their intention to not seek renewal of their Fixed Term Appointment in accordance with Clause 14.3.2 (ii) above, they may, prior to the date of expiry of that Fixed Term Appointment, rescind that notice and seek renewal.

In such cases, the period of notice imposed on the Commissioner by virtue of Clause 14.3.2 (i) above shall not apply.

#### 14.3.3 Review of Commissioner's Decision

The parties agree that any decision by the Commissioner not to renew an expired appointment, in accordance with Clause 14.3 above, may be the subject of review. Such review process, when finally developed and agreed between the parties, will reflect the following provisions:

- (i) the review shall be conducted by a panel of one or more persons who are not employees of the Police Service; and
- (ii) the appointment of such panel shall be by mutual agreement of the parties; and
- (iii) the panel will be provided with the grounds and reasons relied upon by the Commissioner in reaching the decision not to renew the subject appointment; and
- (iv) the review may proceed by way of written or oral submission. The election as to written or oral submission shall be made by the officer seeking the review; and
- (v) the review process, if proceeding by way of oral submission shall be informal, non-adversarial and either party may nominate another person (not being a qualified legal practitioner) to represent them; and
- (vi) the review process will give rise to a recommendation only and such recommendation will not be binding on the Commissioner.

#### 14.4 Non Renewal Benefit

Officers the subject of Fixed Term Appointment shall accrue an entitlement to the payment of a benefit, equal to twelve and one half (12.5) percent of total salary earnings for each completed term appointment, in accordance with the following provisions:

- (i) the entitlement shall commence to accrue from the beginning of the first Fixed Term Appointment of each officer;
- (ii) the benefit shall only be payable in respect of each completed Fixed Term Appointment;

- (iii) any officer who resigns or retires (excluding medical retirement on the application of the Commissioner) from the Police Service during the currency of a Fixed Term Appointment shall be regarded as not having completed that particular Term and no benefit shall be payable in respect of that incomplete Term. However, all accrued benefits from previously completed Terms shall be payable;

Any Fixed Term Appointment terminated, either through the death of the officer or upon promotion in accordance with Clause 14.2.4 above, shall be deemed to be a completed Term for the purpose of accrual of the benefit.

- (iv) no benefit, including accrued benefits in respect of previously completed Fixed Terms, shall be payable to an officer who is dismissed from the Police Service;
- (v) consistent with the provisions of Clauses 14.4 (ii) and 14.4 (iii) above, any entitlement to a benefit shall become payable upon termination of employment (including medical retirement on the application of the Commissioner or termination as a result of a decision by the Commissioner not to renew an expired Fixed Term).
- (vi) officers who are appointed to a position within the Police Service Senior Executive Service shall have the amount of their benefit capped as at the date of such appointment and that benefit shall be available at that capped amount in accordance with the provisions herein.
- (vii) officers who (whether through the exercise of a right of return or otherwise) enter a Fixed Term Appointment, subsequent to a period of appointment within the Police Service Senior Executive Service, will accrue a benefit exclusive of any salary earned whilst a member of the Police Service Senior Executive Service. Any such benefit shall be in addition to any capped benefit to which an officer may be entitled in accordance with Clause 14.4 (vi).

## 15. COMPETENCY/PERFORMANCE BASED INCREMENTAL PROGRESSION

The Parties agree that:

- 15.1 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, Commanders/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 at Police Service expense.

15.2 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.

15.3 The Education and Training Command will be responsible for the development and implementation of the MCPE training curriculum, lesson plans and materials.

15.4 The MCPE model will be applied to all officers with the exception of those officers occupying positions defined as Command positions in Clause 15.12 of this Agreement.

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

- Base generic competencies (where appropriate to deployment);
- Sufficient Mandatory Continuing Police Education (MCPE) points (consistent with Clause 15.4 above); and
- Conformance with Performance Management Scheme requirements;

in accordance with the standards prescribed herein.

15.6 Consistent with the deployment of individual officers, the 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.

**15.6.1 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 Commissioned Police Officers' Association to establish an agreed protocol regarding remedial programs.

**15.6.2 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 Commissioned Police Officers' 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.

**15.6.3 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.

Any loss of civilian licence arising from the medical condition of the officer will be considered in accordance with Clause 16 of this Agreement.

**15.6.4 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.

**15.7 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 15.10 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.

**15.8 Effect of any deferral of incremental progression**

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

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

**15.9 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.

#### 15.10 Performance Management Scheme

The agreed performance management scheme currently in place for officers of the rank of Inspector and above shall be applied. 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.

#### 15.11 Competency Assessment

Competency attainment to progress to each subsequent incremental level (including incremental progression within Inspector, Chief Inspector, Superintendent and Chief Superintendent 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;
- Satisfactory performance under the agreed Performance Management Scheme when implemented.

#### 15.12 MCPE

Officers (other than officers occupying Command positions) 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 Commissioned Police Officers' Association.

Officers occupying Command positions will be personally responsible for maintaining their own MCPE currency. They may elect to do so either by private study or through attendance at prescribed MCPE lectures whether within their own Command or not.

**Definition:** For the purposes of this Sub-Clause and Sub-Clause 15.4 of this Agreement, a Command position is one which ascribes to the occupant the title of "Commander" or "Manager", e.g. Patrol Commander, Manager EEO Branch.

**Effect on Incremental Progression:**

Officers, other than officers occupying Command positions, 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.

16. 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 15.

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.

17. 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.

18. 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 alternate work locations.

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.

19. 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 15 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 15.

20. PERFORMANCE MANAGEMENT (Seconded Officers)

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.

21. 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 Commander on taking up duty at the new location.

22. 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.

Further, it is agreed that officers covered by this Agreement perform a fundamental role in the implementation and management of workforce reforms, particularly those matters negotiated and agreed as applicable to non commissioned police officers within the Police Service.

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

**22.1 Annual Leave and Sick Leave**

That by 1st January, 1995, the provisions of Clauses 10 and 12 of the Police Service of New South Wales Non-Commissioned Police Officers' Enterprise Agreement, relating to changes in entitlements to and the granting of Annual Leave and Sick Leave to officers, will be implemented.

**22.2 38 Hour Week**

That by 1st January, 1995, the provisions of Clause 13 of the Police Service of New South Wales Non-Commissioned Police Officers' Enterprise Agreement, providing for changes in the maintenance of the 38 hour week for officers, shall be implemented.

**22.3 Rank Restructuring**

That by 1st July, 1995, the provisions of Clause 17 of the Police Service of New South Wales Non-Commissioned Police Officers' Enterprise Agreement, relating to the abolition of the grade of Constable 1st Class, will be implemented.

**22.4 Flexible Rostering**

That commencing on 1 January, 1995 the implementation of appropriate and effective flexible rosters within all Commands will be actively pursued.

**23. 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.

**23.1 Safety Issues - Procedures**

- 23.1.1 In cases where a safety issue is involved, the Commissioned Police Officers' 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.
- 23.1.2 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.
- 23.1.3 Subject to this procedure being followed, the Commissioned Police Officers' Association reserves the right to refer the matter to the appropriate industrial tribunal.

**23.2 Procedure in Other Matters**

- 23.2.1 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 Commissioned Police Officers' Association officials, within 48 hours (exclusive of weekends) of the notification.
- 23.2.2 Failing resolution of the grievance/dispute further discussions shall be held between the Commissioned Police Officers' 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 23.2.1 above.
- 23.2.3 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 Commissioned Police Officers' Association officials.
- 23.2.4 If the grievance/dispute is not resolved at that level Commissioned Police Officers' Association representatives shall refer the matter to the office of the Commissioned Police Officers' 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 Commissioned Police Officers' 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.

23.2.5 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.


23.2.6 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.

23.2.7 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.

### 23.3 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 Commissioned Police Officers' Association of New South Wales in the presence of:

Signed.....

Witness.....

Name.....WARREN STANTON

Position.....PRESIDENT CPDA

**SCHEDULE 'A'**

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

1. Commissioned Police Officers' Police Department (Public Service Board) Agreement No 2395 of 1983.
2. Crown Employees (Commissioned Police Officers) Award.

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