CROWN EMPLOYEES (NSW POLICE FORCE (NURSES')) AWARD 2018

This Award includes:

<table>
<thead>
<tr>
<th>Matter No.</th>
<th>Details of Variation</th>
<th>Effective Date</th>
<th>Gazetral Ref.</th>
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<td>IRC 2018/00193311 Chief Commissioner P Kite</td>
<td>New Award – Increase in wages and allowances of 2.5%</td>
<td>1/07/2018</td>
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Last write date 29 June 2018
CROWN EMPLOYEES (NSW POLICE FORCE (NURSES')) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses and Midwives' Association.

(Case No.)

Before Commissioner

AWARD

PART A

1. Arrangement

PART A

Clause No. Subject Matter

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2. Definitions
3. Rates of Pay
4. Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
5. Hours of Work
6. Overtime
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PART B

MONETARY RATES

Table 1 - Salaries
Table 2 - Allowances

2. Definitions

"Officer" means and includes all persons employed by the NSW Police Force who as of 2 June 1998 were occupying a position of nurse or who after that date were appointed to such a position.

"Clinical Nurse Consultant" means a registered nurse appointed as such to a position approved by the Commissioner of Police and who has had at least 5 years post-basic registration experience and who has, in
addition, approved post-basic nursing qualifications relevant to the field in which they are appointed, or such other qualifications or experience deemed appropriate by the Commissioner.

"Clinical Nurse Specialist" means a registered nurse with specific post-basic qualifications and twelve months experience working in the clinical area of the nurses specified post-basic qualification; or

A minimum of four years post-basic registration experience, including three years experience in the relevant specialist field.

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

"Nurse" when used in the appropriate context may refer to all classifications of nurses and includes registered nurse, Clinical Nurse Consultant and Clinical Nurse Specialist.

"Association" means the New South Wales Nurses and Midwives’ Association and the Australian Nursing and Midwifery Federation NSW Branch (ANMF NSW Branch).

"Service" for the purpose of salaries as set out in Table 1 - Salaries, of Part B, Monetary Rates, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse.

Service deemed to be registered nurse service shall be as set out in Clause 3 Definitions in the Public Health System Nurses’ & Midwives’ (State) Award made on 30 June 2015 as varied.

"Team Leader" shall mean a registered nurse appointed as such for a nominated period as specified by the employer. Only one registered nurse shall be so appointed at any one location at any one time. Team leaders shall carry out such supervisory and resource management duties as are reasonably required and shall receive an allowance as set out in Item 1 of Table 2 - Allowances, of Part B.

3. Rates of Pay

Subject to their classification nurses shall be paid per week not less than the amounts prescribed in Table 1 - Salaries, of Part B, Monetary Rates.

4. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

4.1 The entitlement to salary package in accordance with this clause is available to:

(a) permanent full-time and part-time employees;
(b) temporary employees, subject to the NSW Police Force’s convenience; and
(c) casual employees, subject to the NSW Police Force’s convenience, and limited to salary sacrifice to superannuation in accordance with subclause 4.7.

4.2 For the purposes of this clause:

(a) "salary" means the salary or rate of pay prescribed for the employee's classification by Clause 3, Rates of Pay and Part B to this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

(b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

4.3 By mutual agreement with the Commissioner, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
(a) a benefit or benefits selected from those approved by the Commissioner; and

(b) an amount equal to the difference between the employee’s salary, and the amount specified by the Commissioner for the benefit provided to or in respect of the employee in accordance with such agreement.

4.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

4.5 The agreement shall be known as a Salary Packaging Agreement.

4.6 Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Commissioner at the time of signing the Salary Packaging Agreement.

4.7 When an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:

(a) paid into the superannuation fund established under the First State Superannuation Act 1992; or

(b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or

(c) subject to the Department or agency's agreement, paid into another complying superannuation fund.

4.8 Where the employee makes an election to salary sacrifice, the NSW Police Force shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.

4.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:

(a) Police Regulation (Superannuation) Act 1906;

(b) Superannuation Act 1916;

(c) State Authorities Superannuation Act 1987; or

(d) State Authorities Non-contributory Superannuation Act 1987,

the NSW Police Force must ensure that the employee’s superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

4.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 4.9 of this clause, the NSW Police Force must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the NSW Police Force may be in excess of superannuation guarantee requirements after the wage packaging is implemented.

4.11 Where the employee makes an election to salary package:

(a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and

(b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker’s compensation or other payment, other than any payments for leave taken in service, to which an
employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee’s rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under Clause 3, Rates of Pay and Part B, to this Award if the Salary Packaging Agreement had not been entered into.

4.12 The Commissioner may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.

4.13 The Commissioner will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Wage Packaging Agreement.

5. Hours of Work

5.1 The ordinary hours of work shall be as follows:

a. For nurses employed after 1 July 1996 the ordinary hours shall be 152 hours per 28 days to be worked on a maximum of 19 days in any such period.

b. For nurses employed as at 1 July 1996 the ordinary hours shall, by historical concession of the employer, continue to be 140 hours per 28 days.

5.2 Ordinary hours shall be worked between the hours of 8.00 am and 6.30 pm, Monday to Sunday inclusive, and shall not exceed 10 hours on any one shift.

5.3 Except by mutual agreement an employee shall not work more than 7 consecutive shifts, and days off shall consist of two or more consecutive days.

5.4 Employees required to work on a Saturday or Sunday shall be paid the following percentages in addition to the ordinary rate for such shift:

- Saturday 50%
- Sunday 75%

5.5 Ordinary hours rostered on a Saturday or Sunday shall be for a minimum shift length of 6 hours.

5.6 A nurse attending a country police centre may, due to the police rostering arrangements, be required to commence ordinary hours of work at a time before 8.00am but not before 6.00am, provided that the nurse does not have to travel to the centre on that day before commencing duty.

5.7 A nurse shall not be required to work for more than 5 hours without a meal break of not less than 30 minutes and not more than 60 minutes. Any time approved to be worked during such break shall count as working time and, unless the employee is permitted to finish duty early on the same shift, then such time shall be paid for at overtime rates.

5.8 Where a nurse is required to remain on call for duty during a meal break, the nurse shall be paid an allowance as set out in Item 2 of Table 2 - Allowances, of Part B, Monetary Rates.

6. Overtime

6.1 Subject to 6.2 an employer may require an employee to work reasonable overtime at overtime rates.
6.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable. What is unreasonable or otherwise will be determined having regard to:

a. any risk to employee health and safety;
b. the employee’s personal circumstances including any family and carer responsibilities;
c. the needs of the workplace or enterprise;
d. the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
e. any other relevant matter.

except as provided for in subclause 6.4 of this Clause:

6.3 All time approved to be worked in excess of the rostered daily hours of work shall be overtime and be paid for at time and a half for the first two hours and double time thereafter. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on a public holiday at the rate of double time and a half. Each shift shall stand alone.

6.4 For officers whose ordinary hours of work are prescribed by paragraph (b) of subclause 5.1 of Clause 5, Hours of Work, overtime does not become payable until the officer works in excess of 152 hours in any 28 day roster period.

Notwithstanding that, such officers shall normally be rostered on the basis of an average of 35 hours per week (140 hours each 28-day roster period), and shall only be required to work in excess of those hours in situations of an emergent nature or otherwise unavoidable circumstances.

7. Travelling Time

7.1 The parties agree that any travelling or waiting time properly and necessarily incurred by officers in the performance of their duty, in accordance with the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009, shall be compensated by time off in lieu.

7.2 Travelling time and waiting time shall not accrue to officers employed in accordance with paragraph (b) of subclause 5.1 of Clause 5, Hours of Work, until the officer has worked, travelled or waited (in accordance with the provisions of Clause 29, Excess Travelling Time, and Clause 30, Waiting Time, of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009, in excess of 152 hours in any 28-day roster period.

8. Leave in Lieu of Overtime

8.1 An officer who, with the approval of the NSW Police Force, works overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of the time so worked. Such leave in lieu shall accrue at the rates specified for overtime.

Provided that:

a. Where the officer elects to receive leave in lieu of payment such leave in lieu shall be taken at a time mutually agreed between the officer and the NSW Police Force.

b. Such leave in lieu shall be taken in multiples of a quarter day only.

c. Subject to the convenience of NSW Police Force leave in lieu shall be taken within 3 months of the date of accrual, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an officer may elect to have such leave in lieu added to annual leave.
d. An officer shall be entitled to payment for the balance of any overtime entitlement not taken as leave in lieu.

9. **Part-Time Employment**

9.1 A part-time officer is one who is engaged to work a specified number of hours which are less than those prescribed for a full-time officer.

9.2 A part-time officer shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed in Table 1 - Salaries, of Part B, Monetary Rates, and one thirty-eighth of the amount as set out in Item 3 of Table 2 - Allowances, of the said Part B.

9.3 Annual leave and sick leave entitlements shall be calculated on a pro-rata basis of the average weekly ordinary hours worked over the 12 months qualifying period.

9.4 Overtime shall apply only to hours approved to be worked in excess of the ordinary full-time hours for full-time officers in that section on any one day and to all hours approved to be worked in excess of 38 hours in any one week.

9.5 Officers engaged under this clause shall be entitled to all other benefits of this award in the same proportion as their ordinary hours of work bear to full-time hours.

10. **Casual Employment**

10.1 The parties agree that officers may be employed on a casual basis to suit the needs of the NSW Police Force.

10.2 The hourly rate for a casual officer shall be calculated on the following basis:

\[
\text{appropriate weekly rate} + 10\% \div 38
\]

10.3 A casual officer shall in addition be paid a loading of 1/12th for all ordinary hours worked in lieu of annual leave.

10.4 A minimum payment of 3 hours shall be made for each engagement.

10.5 A casual officer shall be paid for all hours worked and consistent with the provisions of subclause 10.3 of this clause, shall not accrue an entitlement to annual leave.

10.6 Casual officers shall be entitled to pro rata payment, based on the hours worked, of the clothing allowance as set out in Item 3 of Table 2 - Allowances, of Part B, Monetary Rates.

10.7 Casual officers are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the Industrial Relations Act 1996. The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).

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

(a) the officer or officer's spouse is pregnant; or

(b) the officer is or has been immediately absent on parental leave.

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

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

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

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

(d) The casual officer shall, if required,

(i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

(ii) establish by production of documentation acceptable to the Commissioner or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the officer.

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

10.9 Bereavement entitlements for casual officer

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

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

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

11. Public Holidays

11.1 Public holidays shall be allowed to full-time officers on full pay and to part-time officers on full pay (i.e., their normal rate of pay for each day) if normally rostered on duty on such day. An employee who is required to and does work ordinary hours on a public holiday shall be paid for the time actually worked at the rate of time and one-half in addition to the officers ordinary salary rate.

11.2 Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

12. Annual Leave

12.1 Officers shall be entitled to four weeks annual leave on full pay at the completion of each 12 months service.
12.2 In addition to the leave prescribed in subclause 12.1 of this Clause, officers who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional annual leave as follows:

<table>
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<tr>
<th>Number of ordinary shifts worked on Sundays and/or Public holidays during the qualifying period of employment for annual leave Additional purposes</th>
<th>Annual Leave</th>
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<tr>
<td>4 to 10 days</td>
<td>1 day</td>
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<tr>
<td>11 to 17 days</td>
<td>2 days</td>
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<tr>
<td>18 to 24 days</td>
<td>3 days</td>
</tr>
<tr>
<td>25 to 31 days</td>
<td>4 days</td>
</tr>
<tr>
<td>32 or more days</td>
<td>5 days</td>
</tr>
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</table>

Provided that an officer may elect to be paid when proceeding on annual leave an amount equivalent to the value of the officers additional leave entitlement in lieu of taking the additional annual leave. Such election is to be made in writing by the officer at the commencement of each leave year and is irrevocable during the currency of that year of employment.

12.3 As a general principle, annual leave will be applied for in advance and be taken in periods of a full week only. Whilst this general principle will apply, officers may in emergency circumstances apply in advance for leave of a lesser period than a week. Such applications may be approved at the discretion of the officer in charge.

12.4 Consistent with the Personnel Handbook of the NSW Public Service, the parties agree that a block of two weeks recreation leave shall be taken each year unless insufficient paid leave is available.

12.5 Where in emergency circumstances, officers are granted leave for a period of less than 1 week, 95 per cent of the actual rostered hours shall be deducted from the annual leave entitlement for each working day absent, for officers working an average of 38 hours per week over a roster period, and 7 hours for officers working 35 hours per week average over a roster period. Officers shall be credited with 100 per cent of the rostered working hours for each day of leave taken under this subclause.

13. **Leave Generally**

13.1 Any form of leave, with the exception of annual leave taken in accordance with subclause 12.5 of Clause 12, Annual Leave, taken for a full day on any day which would otherwise be a day upon which work was directed shall be counted as 1/5 of the appropriate weekly hours for the purpose of accruing hours towards the 152 hours or 140 hours of ordinary working time in any 28-day roster period prescribed within subclause 6.1 of Clause 6, Overtime. Any short-fall in hours worked caused by the application of this subclause shall be made up at a mutually convenient time in either the current or the next roster period.

13.2 Days on which public holidays fall which would otherwise be a directed day of work shall be counted as 1/5 of the appropriate weekly hours prescribed within subclause 5.1 of Clause 5, Hours of Work.

13.3 Where this award is silent, the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009 will apply.

14. **Introduction of New Technology**

The parties agree to co-operate fully in the implementation and/or trialling of new technology which may become available to facilitate the work of officers.

15. **Productivity Measures**
15.1 Nursing staff will review nursing documentation to ensure that the documentation meets current NSW Police Force needs and that documentation is maintained at a satisfactory level.

15.2 Nursing staff will review nursing protocols to ensure that they are in line with current nursing practice and appropriate to the needs of NSW Police Force.

15.3 Nursing staff will review purchasing procedures in conjunction with the Department Head to ensure a minimal degree of wastage.

16. Clothing Allowance

Officers shall no longer be required to wear a uniform. In lieu of a uniform allowance, officers shall receive a clothing allowance per week as set out in Item 3 of Table 2 - Allowances, of Part B, Monetary Rates.

17. Disputes/Grievance Settlement Procedure

17.1 The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.

17.2 This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.

17.3 Throughout each stage parties involved should ensure that the relevant facts are clearly identified and documented. Parties should also be committed to following the procedure with as much timeliness as possible.

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

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

(b) Failing resolution of the issue, further discussions shall take place as soon as possible, and in any event within two working days of such failure, between the individual employee(s) and at their request the local Association delegate or workplace representative and the supervising officer.

(c) If the dispute is not resolved at that stage the matter is to be referred to the Employee Relations Unit of the NSW Police Force, who will assume responsibility for liaising with Senior Executive Members of the NSW Police Force and the Association and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought.

(d) The matter will only be referred to the Industrial Relations Commission if:

(i) The final decision of the Commissioner of Police does not resolve the dispute/grievance; or

(ii) The final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Employee Relations Unit, or other agreed time frame.

17.5 At no stage during a dispute that specifically relates to this Award may any stoppage of work occur or any form of ban or limitation be imposed.

17.6 In cases where a dispute is premised on an issue of safety, consultation between the New South Wales Nurses Association and the Employee Relations Unit should be expedited. The status quo shall remain until the matter is resolved.
18. Anti-Discrimination

18.1 It is the intention of the parties bound by this award to seek to achieve the object in Section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

18.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its term or operation, has a direct or indirect discriminatory effect.

18.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

18.4 Nothing in this clause is to be taken to affect:
   a. any conduct or act which is specifically exempted from anti-discrimination legislation;
   b. offering or providing junior rates of pay to persons under 21 years of age;
   c. any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
   d. a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

18.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
   a. Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
   b. Section 56 (d) of the Anti-Discrimination Act 1977 provides:
      "Nothing in the Act affects...any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

19. Other Conditions of Employment

Where this award is silent the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009 will apply.

20. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2019 by a party to this Award.

21. Area, Incidence and Duration

21.1 This Award shall apply to Nurses employed by NSW Police Force.

21.2 This Award shall operate from the beginning of the first full pay period to commence on or after 1 July 2018, and shall remain in force until 30 June 2019.
21.3 This Award rescinds and replaces the Crown Employees (NSW Police Force (Nurses’)) Award 2017 published 16 August 2017 (381 I.G. 434).

21.4 This Award remains in force until varied or rescinded for the period for which it was made.

PART B
MONETARY RATES

Table 1 - Salaries

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<th>Registered Nurse</th>
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Clinical Nurse Specialist
1st Year and thereafter | 1678.00

Clinical Nurse Consultant
1st Year and thereafter | 2063.10

Incremental Progression - The payment of an increment is subject to the satisfactory conduct of and the satisfactory performance of duties by the officer, as determined by the Commissioner of Police.

Table 2 - Allowances

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<th>Clause No</th>
<th>Description</th>
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<td>2 Definitions</td>
<td>Team leader allowance per shift</td>
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<td>5.8 Hours of Work</td>
<td>On-call allowance during a meal break</td>
<td>14.12</td>
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<td>16 Clothing Allowance</td>
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