

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 156 - Certification of an agreement

**Queensland Police Service Certified Agreement 2013
(CA/2013/60)**

DEPUTY PRESIDENT BLOOMFIELD

31 July 2013

CERTIFICATE

This matter coming on for hearing before the Commission on 31 July 2013 the Commission certifies the following written agreement:

Queensland Police Service Certified Agreement 2013

made between:

- Chief Executive, Queensland Police Service;
- Queensland Police Union of Employees; and
- The Queensland Police Commissioned Officers' Union of Employees.

The agreement, which operates from the date of certification unless otherwise stated, was certified by the Commission on 31 July 2013 and shall operate from that date until its nominal expiry on 30 June 2016.

This agreement (CA/2013/53) shall replace the *Queensland Police Service - Determination, 2010 (CA/2010/12)* which shall cease to apply from the date of the certification of this agreement.

By the Commission

A.L. BLOOMFIELD
Deputy President

Industrial Relations Act 1999
s. 156

Commissioner of the Queensland Police Service

AND

Queensland Police Union of Employees

AND

The Queensland Police Commissioned Officers' Union of Employees

(CA/2013/60)

QUEENSLAND POLICE SERVICE CERTIFIED AGREEMENT 2013

COMMISSIONER BLOOMFIELD

APPROVED 31 JULY 2013

THIS AGREEMENT made under the *Industrial Relations Act 1999* on 23 July 2013, between the Commissioner of the Queensland Police Service and the Queensland Police Union of Employees and The Queensland Police Commissioned Officers' Union of Employees, witnesses that the parties mutually agree as follows:

Clause No.	Table of Contents	Page No.
PART ONE - PRELIMINARY		
1	Title	4
2	Purpose of the Agreement	4
3	Application	4
4	Previous Certified Agreement	4
5	Duration	4
6	Renegotiation of Agreement	4
7	Relationship with Existing Awards	5
8	Equity Considerations	5
9	No Further Claims	5
10	Definitions	5
11	Staff Members Conditions	7
PART TWO - SALARIES		
12	Salary Increases	7
13	Classification Structure	8
14	Vacancies to be Advertised	12
15	Salary Packaging	12
PART THREE - HOURS OF WORK, ROSTERING, OVERTIME		
<i>Commissioned Officers</i>		
16	Application	13
17	Hours of Work	13
18	Shift Work	13
<i>Non-Commissioned Officers</i>		
19	Hours of Work	14
20	Ten Hour Breaks	14

21	Programmed Days Off	16
22	Rosters	17
23	Overtime	20

PART FOUR – ALLOWANCES

Commissioned and Non-Commissioned Officers Only

24	Area Allowance	21
25	Cost of Conveyance Allowance	21
26	Covert Police Operatives (CPOs) Allowance	21
27	Detective Allowance	21
28	Diving Allowance	22
29	Dog Handler's Allowance	22
30	Field Training Officer Allowance	22
31	Locality Allowance – Police Officers	22
32	Night Operational Shift Allowance (NOSA)	22
33	Officer in Charge (OIC) Allowance	23
34	On Call Allowance – Non-Commissioned Officers	23
35	One and Two Officer and Youth Clubs Allowance	23
36	Operational Shift Allowance (OSA)	23
37	Overtime Meal Allowance	24
38	Prisoners' Rations Allowance	25
39	Professional Development Allowance – Commissioned Officers Only	25
40	SERT Allowance	25
41	Shift Allowance	26
42	Stock and Rural Crime Investigation Squad (SARCIS) Allowance	26

PART FIVE – PUBLIC HOLIDAYS, ANNUAL LEAVE AND SICK LEAVE

43	Public Holidays	26
44	Annual Leave – Police Officers	26
45	Annual Leave Loading – Police Officers	27
46	Annual Leave Management – Police Officers	27
47	Sick Leave – Police Officers	28
48	Maximum Limit for Payment of Consolidated Allowances – Police Officers	28

PART SIX – TRANSFERS, RELOCATION EXPENSES AND TRAVELLING ENTITLEMENTS

Lateral Transfers – Non-Commissioned Officers

49	Introduction	28
50	Operational Factors	29
51	Transfer Advisory Committee (TAC)	31
52	The Selection Process	31

Transfer Entitlements

53	General	32
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Relocation Expenses

54	Relocation Expenses for Officers Retiring from the Service	34
55	Relocation Expenses for Widows and Widowers of Deceased Officers	34

Travelling Entitlements

56	Domestic Travel – Application and Entitlement	35
57	International Travel – Entitlement	36

PART SEVEN - MISCELLANEOUS

58	District Appointments	36
59	Higher Duties	37
60	Health and Safety and Fatigue Management	38
61	One and Two Officer Stations and QPCYWAs	38
62	Part Time Employment – Police Officers	41
63	Overpayments	43
64	Residential Beats	44
65	Travelling Time – Non-Commissioned Officers	46
66	Leave without Salary Credited as Service	47
67	Plain Clothes Duty	47
68	Interstate and International Appointments	47
69	Acknowledgement of Service	48
70	Operational Shift Allowance Review	48

PART EIGHT – PREVENTION AND SETTLEMENT OF DISPUTES 48

Appendix 1	Salary Rates	50
Appendix 2	Staff Members – Conditions of Employment	52
Appendix 3	Officer In Charge – Categories and Paypoint Access	61
Appendix 4	Queensland Police Service Sick Leave Bank Arrangements	64

PART ONE - PRELIMINARY

1 Title

This Agreement shall be known as the *Queensland Police Service Certified Agreement 2013*.

2 Purpose of the Agreement

- (1) This Agreement sets out the framework for achieving ongoing productivity, efficiency and reform of the Queensland Police Service ('the Service'), to provide a mechanism through which further organisational workplace reforms and continuous improvement may occur and be acknowledged and recognised.
- (2) Any agreements subsequently negotiated for the purpose of meeting the requirements of Enterprise Bargaining, must be consistent with the elements of this Agreement.

3 Application

- (1) This Agreement will apply to
 - (a) the Commissioner of the Queensland Police Service as the employer;
 - (b) The following persons:
 - (i) Police Officers of the Service;
 - (ii) Police Liaison Officers;
 - (iii) Queensland Aboriginal and Torres Strait Islander Police;
 - (iv) Employees of the Police Pipes and Drums Band; and
 - (v) Assistant Watchhouse Officers;
 - (c) The Queensland Police Union of Employees (QPUE); and
 - (d) The Queensland Police Commissioned Officers Union of Employees (QPCOUE).
- (2) All executive officers appointed under the *Police Service Administration Act 1990* are not covered by this Agreement.
- (3) The Single Bargaining Unit (SBU) which undertook negotiations to develop this Agreement was made up of representatives from the Queensland Police Service, the Queensland Police Union of Employees and the Queensland Police Commissioned Officers' Union of Employees.

4 Previous Certified Agreement

This Agreement replaces the *Queensland Police Service Determination, 2010* from the date of operation of this Agreement.

5 Duration

This Agreement will operate from 31 July 2013 unless otherwise stated and shall have a nominal expiry date of 30 June 2016.

6 Renegotiation of this Agreement

Subject to the provisions of the Industrial Relations Act 1999 as amended from time to time, the parties agree to commence discussions for re-negotiation of a replacement Agreement at least four months prior to 30 June 2016.

7 Relationship with Existing Awards

- (1) This Agreement will be read and interpreted in accordance with existing Awards and industrial instruments as amended from time to time. Where there is any inconsistency between the Agreement and any industrial instruments, the terms of this Agreement will prevail to the extent of any inconsistency.

The relevant existing awards applicable to employees covered by this Agreement are:-

- Police Service Award – State 2012;
 - Employees of Queensland Government Departments (Other Than Public Servants) Award – State 2012; and
 - Family Leave (Queensland Public Sector) Award – State 2012
- (2) The parties agree to undertake action during the period of this Agreement to file applications to amend relevant awards which will incorporate identified provisions contained in this Agreement.
 - (3) The Service will support union applications to amend the *Police Service Award – State 2012* during the life of this Agreement to include the salary rates of the *Queensland Police Service Determination 2010*.

8 Equity Considerations

The effect of this Agreement is not to allow any conduct or treatment, either direct or indirect, which would contravene the *Anti-Discrimination Act 1991*.

9 No Further Claims

- (1) This Agreement is in full and final settlement of all parties' claims for its duration. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not, which claims are intended to take effect during the nominal term of this Agreement.
- (2) It is agreed that the following changes may flow to employees' rights and entitlements during the life of this Agreement:
 - General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission;
 - Reclassifications.
- (3) It is a term of this Agreement that no person covered by this Agreement will receive a rate of pay, which is less than the corresponding rate of pay in the relevant parent award.
- (4) Subject to clause 9(2), the Queensland Industrial Relations Commission State Wage increases awarded during the operative period up to and including the nominal expiry date of this Agreement will be absorbed into the wage increases provided by this Agreement.

10 Definitions

- (1) **Accumulated time** – for staff members means all authorised time worked, other than paid overtime in excess of 7.6 hours per day.

Authorised travelling time will also be included for the purposes of assessing accumulated time but does not include time spent travelling to or from an employee's usual place of residence, or in the case of residing away from home, the temporary place of abode.
- (2) **Award** – the *Police Service Award – State 2012*, as amended or replaced from time to time.
- (3) **Centre** – means a location to which an employee has been transferred from or transferred to.
- (4) **Closed merit** – for non-commissioned officers, means a process of selection used in a transfer situation where the vacancy is not advertised on open merit, but more than one person has been identified as potential transferees. Decisions shall be on the basis of those skills and abilities identified as being necessary for the position. However, issues such as tenure, location, current rank, special qualifications may also be determining factors. Thus closed merit is applied within the relevant closed pool of employees on the same rank who have expressed their interest in transferring to a position, rather than within a wider pool which would be created by advertising the vacancy.

- (5) **Commissioned Officer** – means an employee at the ranks of Inspector, Superintendent and Chief Superintendent.
- (6) **Commissioner** – the Commissioner of the Police Service appointed pursuant to the provisions of the *Police Service Administration Act 1990*.
- (7) **Employee** – means unless otherwise designated a person to whom this Agreement applies.
- (8) **Equity** – means an employee working an Operational Shift Roster, and working his or her fair share of nights, weekends, afternoons and day shifts with everybody else on that roster. See the “Rostering Rules” via the Service’s Intranet.
- (9) **Equity year** – means the period/s which take into account 13 x 28 day rosters. For the purposes of this Agreement, the equity years will be as follows:
- 4 May 2013 – 2 May 2014
- 3 May 2014 – 1 May 2015
- 2 May 2015 – 29 April 2016
- 30 April 2016 – 28 April 2017
- (10) **Family** – for the purposes of transfer, means a spouse, dependent children and any other dependent member of the employee’s family residing with the officer at the time of transfer.
- (11) **Former Centre** – may be any former centre, not necessarily the centre from which the most recent transfer has taken place.
- (12) **Lateral Transfer** – the process of transferring non-commissioned officers within the Service (in response to one or more operational factors) at the existing rank to a position at an equivalent rank, without advertisement of that position.
- (13) **Non - Commissioned Officer** – for the purposes of this Agreement, means an employee at the ranks of Constable, Senior Constable, Sergeant and Senior Sergeant.
- (14) **Open Merit** – refers to where a position is advertised to be filled on the basis of merit as prescribed within the *Police Service Administration Act 1990* [s. 5.2 (2) (a) as amended from time to time].
- (15) **Operational Shift Allowance (OSA)** – is a fortnightly allowance which shall be paid to employees who equitably participate in a two or three shift roster over seven days per week. This allowance is for all shift work (other than night shifts which attract payment of NOSA), weekends, public holidays, and in lieu of annual leave loading.
- (16) **Operational Shift Roster** – is the roster in a station, section or establishment on which the minimum coverage is two shifts per day seven days per week, and on which employees occupy positions which attract payment of the OSA.
- (17) **Permanent** – in relation to payment of the OSA, shall mean the employee has been promoted or transferred to an operational shift position on an operational shift roster; and shall also include employees who have joined an operational shift roster for more than 28 days, but have not been promoted or transferred to such position.
- (18) **Police Officer** – means a Commissioned Officer or a Non-Commissioned Officer.
- (19) **QPCYWA** – means Queensland Police Citizens Youth Welfare Associations.
- (20) **Region** – means a region, command, or corporate services. The term also includes all organisational units that have a direct reporting relationship to the Commissioner.
- (21) **Roster** – means a period of 28 consecutive calendar days.

- (22) **Shift Work** – for staff members means work done by separate relays of employees working recognised hours preceding, during or following the normal working hours for day workers;
- occasional shift work (by a non-shift employee) to meet operational requirements* – see clause 3.6 of Appendix 2 in this Agreement; and
- continuous shift work* - is where an employee works to a roster where shifts are worked over 24 hours per day seven days per week and the employee actually works on such rotational basis.
- (23) **Spouse** for the purposes of transfer, includes the current marital partner or de-facto partner of an employee. An employee’s spouse must be residing with the employee at the time of the transfer for the employee to receive any of the entitlements within this Agreement that relate to a spouse.
- (24) **Staff members** – for the purposes of this Agreement, staff members shall mean Police Liaison Officer (PLO), Queensland Aboriginal and Torres Strait Islander Police (QATSIP), Assistant Watchhouse Officers (AWO) and members of the Police Pipes and Drums Band (Bandpersons).
- (25) **Standard day** – for a staff member means a period of 7.6 hours working time.
- (26) **Temporary** - in relation to payment of the OSA, shall mean for 28 calendar days or less. An employee has temporarily joined or left a roster if they have joined or left such roster for up to and including 28 days.
- (27) **Unless Justifiable** – shall mean a provision is to apply unless there is a justifiable reason for not doing so. A “justifiable reason” means an occurrence which is unable to be foreseen or planned for. The onus of proof falls on the Service to demonstrate and establish there was a justifiable need to adopt the particular practice if challenged.

Each Award clause in which “where practicable” appears is varied to the extent of inserting the words “unless justifiable” in lieu thereof.

- (28) **Weekend** means a period between midnight on Friday and midnight on Sunday.

11 Staff Members Conditions

The conditions and entitlements for staff members contained in this Agreement relating to:

- Classification structure;
- Hours of work, rostering, overtime;
- Allowances;
- Annual leave;
- Higher duties; and
- Part time employment,

are found at Appendix 2 of this Agreement.

PART 2 – SALARIES AND CLASSIFICATION STRUCTURE

12 Salary Increases

- (1) The Agreement provides for salary increases in accordance with the following:

1 July 2013	2.2%
1 July 2014	2.2%
1 July 2015	2.2%

- (2) The salary details for all employees covered by this Agreement are contained in Appendix 1.

13 Classification Structure

The following conditions apply to the classification structure contained in Appendix 1 to this Agreement.

(1) **Constables**

- (a) Between paypoints 1.1 to 1.5 Constables progress subject to a minimum of 12 months service on each paypoint, plus Competency Acquisition Program (CAP) or Constable Development Program (CDP) equivalent requirements, and satisfactory Performance Planning and Assessment (PPA).
- (b) Constables who have not completed the CDP can progress to paypoint 1.6 after serving 2 years on paypoint 1.5, subject to satisfactory PPA.

(2) **Progression to Senior Constable**

- (a) Constables who have completed 12 months service on paypoint 5, satisfactorily completed the CDP, and obtained satisfactory performance reports will be able to progress to Senior Constable paypoint 1.

A satisfactory performance report is a report from the officer's PPA supervisor to the effect that:

- (i) The officer's performance was satisfactory during the last completed PPA period;
 - (ii) The officer's performance has continued to be satisfactory to the current date; and
 - (iii) The officer is capable of undertaking and is likely to satisfactorily perform all of the duties normally undertaken by a Senior Constable in the type of duty and in the location in which the officer currently works.
- (b) Once all of the above criteria have been met, vetting must occur.
- (c) Subject to satisfactory vetting, the effective date of progression shall be the date on which the officer has met all eligibility criteria. That is, administrative delays in vetting will not affect an officer's progression date.
- (d) At the time of progression all officers must also:
- (i) have a current driver's licence; and
 - (ii) satisfactorily complete the prescribed Operational Skills and Tactics (OST) training, (unless otherwise exempted by the relevant Assistant Commissioner); and
 - (iii) be qualified to undertake any specialist duties that form a substantial part of their normal work.
- (e) (i) Notwithstanding the above, the following designated Senior Constable positions will be retained, specifically at Senior Constable level for filling on a merit basis:-
- Officer in Charge (one officer station)
 - 2 I/Cs (two officer station)
 - Prosecutors (regional and Police Prosecutions Corps)
 - District Education and Training Officers
 - Designated Officers in Charge of units other than police stations (watchhouse; CPIU; CIB; traffic branch; water police; shopfront)
 - School-based Police Officers

- Senior Constables located on Aboriginal and Torres Strait Islander Communities (including Thursday Island, Mornington Island, Aurukun)
 - Skills trainers (Police Service Academy)
 - District Intelligence Officers
 - District Community Liaison Officers
 - Neighbourhood/Community Police Beats – both residential and non-residential
 - District Crime Prevention Coordinators
- (ii) Where it is proposed to select an applicant at Constable rank for appointment to such a position, the officer is to be appointed to the position on a relieving basis until such time as the officer is qualified for progression to Senior Constable rank. Tenure commences from the date the officer takes up the position, either on relieving or on appointment.
- (iii) Where it is proposed to select an applicant at Senior Constable rank for appointment to such a position, and the officer has not satisfied minimum tenure in their current position, the authorised officer may elect not to approve the selection on the basis that minimum tenure has not been satisfied.
- (iv) Promotion on merit to such positions will be restricted to currently serving Senior Constables and to officers who have qualified for progression to the rank of Senior Constable in accordance with provisions (a), (b) and (c) above.
- (v) Where it is not possible to fill such positions by way of merit promotion, vacancies may be offered to Constables on an acting basis until the appointed officer qualifies for progression to the rank of Senior Constable.
- (vi) Separate provisions will apply to the progression and promotion of Scientific, Photographic and Fingerprint officers. However, where such an officer becomes eligible for advancement to paypoint 1.6 or progression to Senior Constable under these arrangements before becoming eligible for promotion to Senior Constable under those other provisions, such advancement and/or progression will proceed under these arrangements.
- (vii) Higher duties allowance will be payable only in those cases of relieving in the above categories of position.

(3) Senior Constables

Progression to each Senior Constable paypoint prescribed in Appendix 1 will be as follows:

- (a) Between paypoints 2.1 to 2.3 Senior Constables progress subject to a minimum of 12 months service on each paypoint, plus CAP or Management Development Program (MDP) equivalent requirements, and satisfactory PPA.
- (b) Beyond paypoint 2.3, progression will be subject to a minimum of 12 months service on each paypoint plus satisfactory PPA.

(4) Sergeants/Senior Sergeants

- (a) The top paypoint is only accessible by employees in certain designated Officer in Charge positions. All paypoints below this are able to be accessed by all non-officers in charge.
- (b) Employees attaining the rank of Sergeant/Senior Sergeant commence on the first paypoint.
- (c) Progression to the second and third paypoints of each rank require a minimum of 12 months service on each paypoint, plus CAP or equivalent MDP requirements and satisfactory PPA.

- (d) Subject to subclause (a) above, progression beyond the third paypoint requires a minimum of 12 months service on each paypoint, plus satisfactory PPA.

(5) Officers in Charge (OICs) – Sergeant and Senior Sergeants

The following arrangements are in addition to the requirements of subclause (4) above:

- (a) OICs at one and two officer stations or QPCYWAs or Residential Beats are not entitled to the provisions of this clause or Appendix 3 to this Agreement.
- (b) OICs at the rank of either Sergeant or Senior Sergeant listed in Appendix 3 are entitled to access the paypoints prescribed by that Appendix, and also the OIC allowance referred to in the Appendix.
- (c) OICs of police stations and designated sections or establishments as prescribed in Appendix 3, who are temporarily absent from the OIC role including paid leave will continue to be paid at the same level and the OIC allowance for the duration of period.
- (d) Change in Status as Officer in Charge
 - (i) In the event that an employee who is an OIC of a police station or designated section or establishment as prescribed, ceases to perform the role of OIC, the employee will no longer be eligible to access the top paypoint as prescribed by Appendix 3 or the OIC allowance referred to in that Appendix. Such an employee in receipt of such OIC entitlements would revert to the second top paypoint (if applicable) and payment of the OIC allowance will cease.
 - (ii) An employee who is an OIC at a paypoint other than the top paypoint, and for whatever reason ceases to perform the role of officer in charge, will maintain their current paypoint.
- (e) Relieving as an Officer in Charge
 - (i) A non OIC who relieves in an OIC position or an OIC who relieves in another OIC position, will be entitled to the relevant OIC Allowance as prescribed in Appendix 3 to this Agreement.
 - (ii) If the employee is substantively a non OIC at the same rank as the OIC position, the employee will maintain their substantive paypoint:

Provided that, if the designated OIC position in which the employee is relieving is referenced in Appendix 3 to this Agreement as a position that qualifies for access to the top paypoint of that rank, and the employee has been paid at the second top paypoint for 12 months or longer in their substantive position, the employee will be paid at the top paypoint for the period of relieving in the OIC position.

(6) Brevet Rank Positions

- (a) For the purposes of this clause, the term “Brevet Rank” shall mean a Senior Constable, Sergeant or Senior Sergeant position designated by the Commissioner as a Brevet Rank position.
- (b) The salary payable to an employee appointed to a Brevet Rank position will commence at the minimum paypoint in accordance with Appendix 1 to this Agreement. Any applicable allowances payable will be based on the Brevet Rank salary. Normal paypoint progression arrangements at the higher rank shall apply.
- (c) In circumstances where a Senior Constable, Sergeant or Senior Sergeant position is advertised for merit based selection and appointment, and where no suitable applicants are determined on more than one occasion, the Commissioner may approve that position as a designated Brevet Rank position. A position may be designated a Brevet Rank position for no longer than the normal tenure period applicable to the position from the date of duty of the successful applicant for the position.
- (d) Merit based selection and appointment will be used to fill designated Brevet Rank positions.

- (e) In circumstances where no suitable applicants are determined to a designated Brevet Rank position, the position may be filled by lateral transfer in which case the position ceases to be designated a Brevet Rank Position.
- (f) An employee may be appointed to a Brevet Rank position and be paid salary applicable to that Brevet Rank only while they are appointed to that designated Brevet Rank position.
- (g) A Sergeant position designated as Brevet Sergeant or Senior Sergeant position will be filled using an open merit selection process restricted to applicants who are either Management Development Program (MDP) qualified Senior Constables/Sergeants, or Senior Constables/Sergeants enrolled in the relevant MDP applicable to the Brevet Rank. Appointment of the successful applicant in these circumstances will be as follows:
 - (i) If the successful applicant is a MDP qualified for appointment to Sergeant or Senior Sergeant as the case may be, the employee will be appointed as a substantive Sergeant or Senior Sergeant and the designated "Brevet" status of the position will be revoked; or
 - (ii) If the successful applicant is enrolled in MDP relevant to the Brevet Rank but not yet qualified for appointment to that rank, the employee will be appointed as a Brevet Sergeant or Senior Sergeant.
- (h) At least 3 months before the completion of tenure period of a Brevet Rank appointment, the position must be re-advertised for filling by merit appointment at the substantive rank.
- (i) Second and subsequent designated Brevet Rank appointments may be made by the Service provided that should such appointments be made involving the same officer, normal paypoint progression arrangements at the higher rank shall apply while the officer is so appointed.
- (j) During the period of operation of this Agreement, the Service in consultation with the QPUE will develop policy regarding issues associated with Brevet Rank appointments e.g. tenure, Brevet Rank insignia and direct appointment following completion of tenure in a Brevet Rank position.

(7) Prosecutors

(a) Definitions

For the purposes of this clause, the following definitions apply:

- (i) "experience as a prosecutor" - means experience performing the duties of a prosecutor following the successful completion of the Police Prosecutions Training Course or having received recognised prior competency by the Prosecutions Training Office.
- (ii) "Police Prosecutions Training Course" - means the course approved by the Service that is designed to develop skills for police officers to perform prosecution duties.

(b) Vacancies and Progression

- (i) The provisions of this Agreement will continue to apply to the ranks of Constable and Senior Constable for:
 - (A) filling vacancies in Prosecutions Sections; and
 - (B) progression within and between those ranks.
- (ii) Vacancies in Prosecution Sections designated at the rank of Sergeant will continue to be filled by merit pursuant to section 5.2(2) of the *Police Service Administration Act 1990* as amended from time to time.
- (iii) Service tenure requirements upon appointment or transfer to vacancies in Prosecution Sections will continue to apply. Employees may apply for positions that are to be filled by merit pursuant to section 5.2 (2) of the *Police Service Administration Act 1990* as amended from time to time.

(c) *Progression to the Rank of Sergeant*

- (i) A Constable or a Senior Constable who successfully completes the Police Prosecutions Training Course and is appointed to a position within a Prosecutions Section will progress (subject to satisfactory PPAs) to the rank of Sergeant after five (5) years continuous experience as a prosecutor with the Service.
- (ii) A Constable will not progress to the rank of Sergeant unless the relevant requirements of the Constable Development Program have also been completed.
- (iii) The following applies to an employee upon progressing to the rank of Sergeant:
 - (A) normal paypoint progression as provided in clause 13(4) of this Agreement will apply;
 - (B) the employee will not be subject to any additional tenure requirements other than those applying pursuant to clause 13 (7)(b)(iii); and
 - (C) if the employee wishes to leave the Prosecutions Section, then the employee may apply for:
 - (I) positions that are to be filled by merit pursuant to section 5.2(2) of the *Police Service Administration Act 1990* as amended from time to time; or
 - (II) a lateral transfer pursuant to Part 6 of this Agreement provided the employee has successfully completed appropriate operational re-orientation.

(8) Commissioned Officers

- (a) Employees attaining each Commissioned Officer rank commence on the relevant first paypoint.
- (b) Progression within each rank above the first paypoint requires a minimum of 12 months service on each paypoint, plus satisfactory PPA.

14 Vacancies to be Advertised

- (1) The provisions of this clause apply in lieu of Clause 4.1 of the Award.
- (2) Except where provided for in Clause 13(2)(e) of this Agreement, where any position becomes vacant or any new position is created relating to a rank above that of Senior Constable, the Commissioner shall, prior to any permanent appointment being made, cause to be published in the first reasonably available Queensland Police Gazette a notice of such vacancy which shall invite applications from all those eligible employees who wish to compete for the position.

15 Salary Packaging

- (1) Salary packaging is available for employees (excluding short-term casual employees) covered by this Agreement in accordance with Queensland Government policy found in the Circular issued from time to time by the Public Service Commission and the following principles:
 - (a) As part of the salary package arrangements, the cost for administering the package, including fringe benefits tax, is met by the employee;
 - (b) There will be no additional increase in superannuation costs or to fringe benefits payments made by the Service;
 - (c) Increases or variations in taxation are to be passed to employees as part of their salary package;
 - (d) Where mandated by relevant government policies, employees must obtain independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is ***strongly recommended*** all employees seek independent financial advice when entering into a salary

- packaging arrangement for the first time, or adding new item(s) to an already agreed packaging arrangement;
- (e) The Service will pass on to the employee any Input Tax Credits (ITCs) it receives as part of salary packaging;
 - (f) There will be no significant additional administrative workload or other ongoing costs to the Service;
 - (g) Any additional administrative and fringe benefits tax costs are to be met by the employee;
 - (h) Any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed on to the employee as part of the salary package.
- (2) The employee's salary for superannuation purposes and severance and termination payments will be the gross salary which the employee would receive if not taking part in flexible remuneration packaging.
 - (3) Subject to federal legislation, employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

PART THREE - HOURS OF WORK, ROSTERING, OVERTIME

COMMISSIONED OFFICERS

16 Application

The Commissioner may vary the hours of work for commissioned officers for the purposes of special events or major emergencies, e.g. CHOGM, APEC, major prolonged sporting events, etc.

17 Hours of Work

- (1) For Commissioned officers not performing shift work, the ordinary hours of duty may be determined by the Commissioner, having regard to the health, wellbeing and work life balance of the commissioned officer. The Commissioner will not regularly require commissioned officers to perform extended hours of duty. Award provisions prescribed at clauses 6.1 to 6.3 (other than clause 6.1.5) and 6.6 to 6.8 of the Award do not apply from date of certification of this Agreement.
- (2) Commissioned officers performing shift work will continue to be subject to award provisions relating to 38 hour week and programmed days off.
- (3) The Service will embrace the full meaning of time management which will be applied fairly.

18 Shift Work

The following conditions will apply in relation to commissioned officers who are shift workers:

- (1) Commissioned officers performing shift work will not be rostered to work more than 56 weekend shifts in a year. Should they be required to work, in emergent circumstances only, there is no additional compensation payable.
- (2) Commissioned officers performing shift work will be rostered off at least four public holidays in a calendar year. Should they be required to work, in emergent circumstances only, there is no additional compensation payable.
- (3) Commissioned officers performing shift work should not be rostered to work additional shifts on a regular basis. Any additional shifts required to be worked, or additional time required to be worked, should be of an emergent or unpredictable nature and there is no additional compensation payable.
- (4) Commissioned officers who are rostered on a 24 hour rotational roster will work according to an equitable 28 day roster which has sufficient numbers to provide recreation and sick leave relief.

- (5) Unless justifiable (as defined), commissioned officers performing shift work will be rostered off at least ten hours between ordinary shifts. However, should this ten hour break not occur, then no additional compensation is available.
- (6) A commissioned officer performing shift work is entitled to a Programmed Day Off (PDO), or 2 x half day PDOs off, in each 28 day roster period.
- (7) A supervisor can not refuse to allow such officer access to a PDO unless operational requirements dictate otherwise. Only in such cases may PDOs be accumulated; provided that the maximum amount of PDOs to be accumulated in these instances is limited to 3. Every effort must be made to take such accumulated PDOs as soon as possible.
- (8) If the officer chooses not to take the PDO, or one or both of the half day PDOs off, that PDO, or one or both of the half day PDOs off, will not carry over to the next period and will be forfeited.
- (9) A PDO may be taken on its own or in conjunction with leave or rest days.
- (10) There will be no cash equivalent paid in lieu of PDOs.
- (11) Commissioned officers working shift work who are on-call will be entitled to one full weekend off in every 28 day roster period, provided they will not be required to work on this weekend off, unless justifiable (as defined). Should they be required to work, no additional compensation is payable.

NON-COMMISSIONED OFFICERS

19 Hours of Work

- (1) Subject to subclauses (2) and (3) below, the ordinary hours of work as prescribed in the award will be worked continuously and not exceed twelve (12) hours on any day.
- (2) The arrangement of working hours where the ordinary working hours are to exceed eight (8) on any day will be at the determination of the Commissioner.
- (3) Provided that in any arrangement of working hours where the ordinary working hours are to exceed ten (10) hours on any day or afternoon shift, and eight (8) hours on any night shift, the arrangement of hours will be subject to the agreement between the Commissioner and the employee's representative or industrial organisation.

20 Ten Hour Breaks

(1) Ordinary rostered shifts

Unless justifiable or subclauses (2) or (6) below are applied, there must be a 10 hour break between ordinary rostered shifts.

A justifiable reason includes any of the following:

- Where the duty to be undertaken cannot be planned for and is outside of the control of the Service (e.g. late notification of an attendance at Court);
 - Where the work of the station, section or establishment cannot proceed without the employee in question being on duty (e.g. a crew cannot operate without that employee being available for duty) and there is no other alternative;
 - Where it is imperative that the work being undertaken by the employee in question is not delayed (e.g. urgent investigative work).
- (2) Where an employee lives in close proximity to a remote locality station, it is possible for the 10 hour break requirement to be waived by mutual consent between the employee and an appropriate Commissioned Officer, provided that the break observed in lieu thereof is not less than 8 hours. In this case, all provisions contained in clause 21 are to be read by substituting the expression "10 hours" with the expression "8 hours".

(3) **Overtime worked directly following a shift**

Unless justifiable (as defined) there must be a 10 hour break:

- after the completion of overtime that is worked directly following the conclusion of a rostered shift; and
- before the commencement of the next rostered shift.

If an employee works overtime past the completion of a rostered shift which would result in the employee not having access to a 10 hour break prior to the commencement of the next rostered shift, the following procedure is to be followed:

- (a) A decision must be made, before completion of such overtime, as to whether a 10 hour break can be given. If there is no justification which would warrant a shorter break, the employee will be granted a 10 hour break.
- (b) At the time of granting the 10 hour break a second decision has to be made, i.e. is there justification to warrant a change of shift. If there is no justification the employee commences duty after the 10 hour break and completes the remainder of that shift. If there is sufficient and warranted reason to alter the shift the employee, after a 10 hour break, would commence an 8 hour shift.
- (c) If there is sufficient and warranted justification to warrant not granting the 10 hour break, then the employee would resume duty at the commencement of the next rostered shift.

(4) **Recall to duty**

There is no requirement for a 10 hour break:

- (a) between the end of a shift and the commencement of a recall to duty; and
- (b) after the end of a recall to duty and the commencement of the next rostered shift.

(5) **Shift swaps**

Where employees seek to swap shifts by mutual agreement, the 10 hour break - for this circumstance only - may be reduced to an 8 hour break. However, where the provisions outlined in subclause (2) above are permitted, the break can not be reduced to less than an 8 hour break.

(6) **Specials**

- (a) Non wide-load escort specials which attract overtime payments will be treated as per subclause (3) above, if such special is worked directly following a rostered shift or prior to the commencement of a rostered shift.

Where there is a break between the end of a rostered shift and the special, or where there is a break between the end of a special and the start of a rostered shift, there is no requirement for a 10 hour break. However, both the employee and supervisor should consider the health and safety and fatigue management provisions as per Clause 60 of this Agreement in determining that the rest period between the special and the rostered shift is adequate.

- (b) In relation to wide-load escort specials, where the distance travelled from the employee's home station exceeds 350 kilometres there must be a period of not less than 12 hours, unless justifiable (as defined), between the time the employee returns to their home station off escort duty and the time of commencing their next rostered shift.

In addition, there is to be a break observed by the employee before such employee leaves their home station or home for the purpose of escorting a wide load. In determining what is a suitable break, an Officer in Charge is to take into consideration the health and safety fatigue management provisions prescribed at Clause 60 of this Agreement. Also to be considered is the complete distance to be travelled by the employee (i.e. the return distance from their home station or home)

and also the estimated time taken to complete the entire exercise from a Health and Safety perspective, and the possible fatigue management impact on adjacent rostered shifts.

21 Programmed Days Off

- (1) (a) Where the arrangement of ordinary hours of work provides for a Programmed Day Off (PDO), and subject to subclause (3) below, all employees will work to a roster which will provide for PDOs on a 28 day basis i.e. in usual circumstances non-commissioned officers will work a 19 day month.
- (b) A PDO may be taken on its own, or in conjunction with leave or rest days.
- (c) Where it appears that a non-commissioned officer will not be able to access a PDO due to operational reasons then every effort should be made to change the PDO to a mutually agreeable date elsewhere within the same roster. The employee must be advised of the alteration as soon as practicable.
- (d) Provided that where this is unable to be complied with and the non-commissioned officer is directed to work on a PDO with no corresponding roster alteration, overtime is payable for such work.

(2) In relation to accrual of PDOs the following applies:

- (a) Non-commissioned officers at one and two officer stations and QPCYWAs can accrue PDOs up to a maximum of 5 in accordance with clause 61.
- (b) Non-commissioned officers at the following stations will be able to accrue up to 12 PDOs per year in accordance with arrangements outlined below:-

Aurukun	Kowanyama
Bamaga	Mornington Island
Blackall	Normanton
Burketown	Palm Island
Cloncurry	Quilpie
Cooktown	Thursday Island
Cunnamulla	Weipa
Doomadgee	Winton
Hughenden	

- (i) The accrued days off shall be taken within 12 calendar months from the date of commencing such accrual: provided that a non-commissioned officer who has accrued the maximum entitlement of 12 days off must take such days within the ensuing 12 months.
 - (ii) PDOs will be exhausted by taking them on their own or in conjunction with leave.
 - (iii) If the Service defers the taking of accumulated PDOs for organisational reasons, then they are to be taken by the non-commissioned officer at some mutually agreed date within the 12 month period referred to herein.
 - (iv) If accumulated PDOs have not been deferred by the Service and the employee fails to access them within the 12 month period referred to herein, then such PDOs are lost.
- (c) Employees who are required to be absent on duty from their usual station for protracted investigations or operations of a similar nature, other than performing relieving duties, and for a continuous period in excess of 28 days, will be able to accumulate any PDO accrued during this period of absence:

Provided that all PDOs accumulated under this provision are accessed by the officer as soon as practicable, and within the next accounting period, after the officer returns to their usual station.

- (d) No other employees are entitled to accrue PDOs.

(3) There will be no cash equivalent paid in lieu of PDOs.

- (4) Where an employee attends an approved course for more than 28 days, wherever possible such course is to include a PDO for each 28 day period.

Provided that where this is not possible, and the non-commissioned officer is therefore unable to access a PDO, then such employee is to be placed on such PDO during the current roster period or the next, on return to his or her usual station.

- (5) Police officers relieving as commissioned officers performing shift work will be subject to the PDO provisions as prescribed at Clause 18 of this Agreement.
- (6) The rostering of non-commissioned officers on a PDO on a public holiday is not advocated.
- (7) The provisions of this clause may be varied by agreement between the QPUE and the Service for the purposes of special events, e.g. CHOGM, major prolonged sporting events, etc.

22 Rosters

- (1) In developing rosters, the provisions of clause 60 of this Agreement must be considered.
- (2) Shifts are to commence on the hour.
- (3) To promote and encourage innovation in rostering methods and systems that may improve productivity, efficiency and occupational health and safety aspects, the limitation of 28 days for rosters may be waived and other award/certified agreement conditions may be varied on agreement between the Union and the Service, provided the following minimum criteria are observed:
 - (a) Four rest days per fortnight;
 - (b) No more than 10 consecutive shifts;
 - (c) The average hours worked over the cycle of the roster must be 38 hours per week;
 - (d) Ten hour break requirements as per this Agreement.
- (4) Employees required to work more than 10 consecutive ordinary shifts for whatever reason will be paid at overtime rates for each additional shift worked.
- (5) At the request of the employee, the relevant OIC/Manager may agree that more than 10 consecutive ordinary shifts can be worked to accommodate the employee's personal circumstances. Where such agreement is reached, it shall be recorded in writing and placed on the employee's personnel file, and the employee and OIC/Manager will consider the occupational health and safety and fatigue management impacts of the request and subclause (4) above will not apply.
- (6) Flexible rostering may include the practice of Lay Days (sometimes referred to as Z days). Such arrangements may occur locally subject to agreement between the relevant Region/Command and the relevant employees provided that compliance with subclauses (3), (a), (b), (c) and (d) herein is maintained.
- (7) **Rostering of OSA positions**

District Rostering

- (a) At the discretion of the relevant Assistant Commissioner, OSA positions may be rostered within and/or across Districts (District Rostering) to maximise resource deployment and flexibility provided that:
 - (i) where practicable, employees rostered to work at a location (other than their appointed division) within and/or across Districts should be notified of the change to the work location 7 days prior to the commencement of the roster period. This change of roster location should be for no longer than 2 consecutive roster periods unless otherwise mutually agreed.

- (ii) an employee;
- rostered to work in a location (other than their appointed division) that requires travel in excess of 40 kilometres from their current residence; or
 - the total travelling time each way is more than 30 minutes in addition to the time (excluding exceptional and unexpected delays) the employee would normally travel to and from the employee's residence and usual station;

will be entitled to travel time in accordance with clause 65 of this Agreement and cost of conveyance prescribed at clause 25 of this Agreement and clause 5.2.3 of the *Police Service Award – State 2012*.

- (iii) an employee referred to in subclause (7)(a)(ii) above will not be required to work at a location that requires travel in excess of 40 kilometres from their current residence for more than one roster period every 6 months unless mutually agreed between the employee and the District Officer.
- (iv) the parties agree that the rostering of individual employees to a location other than their appointed division will not occur or be used as a disciplinary sanction. However the service may roster an employee to a location other than their appointed division as a risk mitigation strategy with regard to the Commissioners responsibilities pursuant to section 4.8 of the *Police Service Administration Act 1990*.
- (b) The parties acknowledge that District rostering may not be suitable in Districts that cover larger geographical areas.

General Provisions

- (c) Rostering of OSA positions must comply with the following:
- (i) The rostering arrangements of employees are in accordance with the criteria for payment of the OSA as prescribed in Clause 36 of this Agreement;
 - (ii) Each employee is to be rostered off at least one full weekend in each 28 day roster: one full weekend will mean a Saturday and a Sunday together;
 - (iii) Each employee will not be rostered to work more than 56 weekend days, accounted as 448 weekend hours, in an equity year;
 - (iv) Each employee must be rostered off at least 4 public holidays in an equity year;
 - (v) Unless justifiable (as defined), employees will not be rostered to work more than 4 weekends in a row across adjoining rosters. Any employee required to work more than 4 weekends in a row across adjoining rosters, for whatever reason, will be paid at overtime rates for each additional weekend shift worked;
 - (vi) At the request of the employee, the relevant OIC/Manager may agree that more than 4 weekends in a row across adjoining rosters can be worked to accommodate the employee's personal circumstances. Where such agreement is reached, it shall be recorded in writing and placed on the employee's personnel file, and the employee and OIC/Manager will consider the occupational health and safety and fatigue management impacts of the request and subclause (v) herein will not apply.
- (d) There will be equity in rostering of OSA positions. Equity of shifts across all OSA positions in Districts where District Rostering is practiced will apply.
- (e) A review of OSA will be conducted during the period of this Agreement as outlined at clause 70 of this Agreement.

Weekend Provisions

- (f) Weekend hours are those ordinary hours performed on Saturday and Sunday shifts. Clause 6.10 of the Award outlines provisions relating to weekend shifts. A Saturday shift is one which commences on a Saturday and a Sunday shift is one which commences on a Sunday.
- (g) Where it is absolutely necessary that an employee is rostered more than 448 weekend hours in a year, any weekend hours worked in excess of such hours will be worked as overtime.
- (h) Rostering arrangements will exclude the possibility of working in excess of three weekends in a 28 day roster. Where it is absolutely necessary that an employee work in excess of these rostered hours, this is to be worked as overtime.
- (i) Where an employee does not work a shift because of sick leave on a weekend day, then this shift is not counted as a weekend day worked for the purposes of the limits prescribed in subclauses (c)(iii) and (f) above.
 - (i) Provided that, in the case of part shifts worked, such hours worked are to be deducted from the weekend limits as applicable.
 - (ii) It should be noted that employees in these circumstances are still entitled to 1 weekend off in a 28 day roster.
 - (iii) Employees on short term absences from weekend shifts are required to provide a medical certificate to cover each absence in order to receive the Operational Shift Allowance. Employees who are absent from, or complete less than 4 hours of the rostered weekend shift and do not produce a medical certificate to cover the absence, will have their salary reduced by 2/19^{ths} of their fortnightly OSA payment for each absence.

 Provided that any such absences for which a medical certificate is not produced will count towards the six working days allowed in any one year as prescribed at clause 7.2.3(b) of the Award.

 Officers who complete 4 hours or more of the rostered weekend shift, but do not complete the shift, will not have their salary reduced as outlined above.
- (j) In those cases where an employee is absent for a part or parts of the year, but during this time is in receipt of the OSA, the pro rata arrangements referred to in provision (k) below will not apply.
 - (i) In such cases, employees will not have to 'catch up' weekends to the 56 day maximum or to the same number as those other employees on the same roster, just for the sake of it. Equity in rostering must apply. However, these employees may be required to work their weekend days, up to 56, i.e. working their fair share of weekend days, if at stations where other employees have used up their 56 weekend days.
 - (ii) The constraints on an employee being rostered no more than 56 weekend days in a 12 month period and having at least one full weekend off in every 28 day roster will apply.
 - (iii) The pro rata arrangements referred to in provision (k) hereof will apply to officers who, during the year, are promoted or transferred from a non-OSA position to an OSA position.
- (k) Pro rata arrangements will apply where an employee is absent for a part of the year and during this absence is not in receipt of the OSA (e.g. on long service leave or in a non-OSA position).

Public Holiday provisions

- (l) Employees in receipt of the OSA will be rostered to work no more than 7 public holidays in an equity year, provided that there are no more than 11 public holidays within that equity year. In instances where there are more than 11 public holidays within an equity year, an employee will not be rostered to work more than 14 public holidays over that equity year and the following equity year:

Provided that, pursuant to this Agreement, where it is absolutely necessary to work additional public holidays to the number specified above, these days are to be worked within ordinary rostered hours. These days will be paid at the rate of double time.

- (m) If an employee has had eight rest days in a 28 day period and there is a public holiday on which the Service does not require the employee to work, such public holiday counts as one of the minimum of four public holidays that must be rostered off in an equity year.
- (n) Any public holiday rostered off as a rest day or as a day taken as a normal public holiday, will be taken as one of the four public holidays to be rostered off in a 12 month period.
- (o) A public holiday occurring during leave will be considered as one of the four public holidays to be rostered off in a 12 month period, with the exceptions of Labour Day, Easter Saturday, and the local 'Show Day' as specified in clause 7.6.5 of the Award.
- (p) Where an employee is absent on sick leave on a public holiday, then this shift is not counted as one of the 4 public holidays for the purposes of subclauses (7)(c)(iv) and (7)(l) above, where a medical certificate is provided.

It should be noted that employees in these circumstances are still entitled to 1 weekend off in a 28 day roster.

(8) Roster changes

- (a) Where there is a change to an employee's rostered hours, it is the responsibility of the supervisor and/or officer in charge for ensuring the affected employee is notified, especially where the employee is on leave or rest days at the time the changes are made.
- (b) Where there is an operational requirement for a change in an employee's rostered location within or across Districts a minimum of 24 hours notice is required. It is the responsibility of the supervisor and/or officer in charge for ensuring the affected employee is notified, especially where the employee is on leave or rest days at the time the changes are made.

23 Overtime

The provisions of this clause apply in lieu of clauses 1.6.9 and 6.4.2 of the Award:

- (1) Non-commissioned officers deemed not to be shift workers are those who either:-
 - (a) mainly work day shifts over a 28 day roster period; or
 - (b) are stationed at one or two officer stations, QPCYWAs, or Police Beats as referred to at clause 64 of this Agreement; or
 - (c) have rostering arrangements that mainly do not include all seven days of the week (i.e. Monday to Sunday):

Provided that a day shift is a shift that does not attract the 15% shift penalty as provided for in clause 41 of this Agreement:

Provided further that "mainly" will mean more than 50% in the relevant 28 day roster period.

- (2) Non-commissioned officers referred to in subclause (1) above, will be paid overtime for hours worked outside of ordinary hours at the rate of time and a half for the first three hours, and double time thereafter (except Sunday which is all double time).
- (3) All other non-commissioned officers not covered by subclause (1) above, are regarded as shift workers and will be paid overtime at the rate of double time. Provided that officers in receipt of either Detective or Plain Clothes allowances are also regarded as shift workers and will also be paid overtime at double time.

PART FOUR - ALLOWANCES

Commissioned and Non-Commissioned Officers Only

24 Area Allowance

- (1) An area allowance of \$10,000 per annum to be paid at the rate of \$383.30 per fortnight to employees at the following centres: Aurukun, Bamaga, Kowanyama, Lockhart River, Pormpuraaw, Yarrabah, Doomadgee, Mornington Island, Palm Island, Woorabinda, Cherbourg, Wujul Wujul, and Hopevale.
- (2) The allowance will be paid to an employee who is appointed or rotated to an established position at one of the above centres while the employee is living and working in the community.
- (3) The allowance will be paid to an employee who relieves at one of the centres mentioned above for more than 6 weeks. In such cases the area allowance will be payable from the beginning of the 7th week of the relieving period.
- (4) The allowance will not be paid on any form of leave except as follows (unless the employee stays in the centre):
 - (a) Annual leave taken by the employee while the employee remains appointed to a position at one of the above centres. This provision will also apply to PDOs.
 - (b) Sick leave while an employee is appointed to a position at one of the above centres. Provided that when an employee is accommodated outside the centre on sick leave the area allowance shall be paid for a maximum of one month, for each year of service or part thereof at any of the above centres.
 - (c) Isolation leave in accordance with the HR Policy Guideline taken by the employee while the employee remains appointed to a position at one of the above centres.

25 Cost of Conveyance Allowance

The amount prescribed in clause 5.2.3(a) of the Award is set in accordance with the Automobile 1601cc to 2600cc rate applicable to public service officers through Directive No. 14/10 issued pursuant to the *Public Service Act 2008* which may be amended from time to time. The amount prescribed in clause 5.2.3(a) of the Award will be increased from the same effective date as any future increase to the Automobile 1601cc to 2600cc rate as prescribed in the Directive.

26 Covert Police Operatives (CPO) Allowance

- (1) CPOs will be paid an all-inclusive allowance that equates to 45% of their base fortnightly salary during such officers' tenure (up to 2 years). This will replace current OSA, NOSA and other payments for shifts, weekend and public holiday work, overtime, recalls, leave loading, Detective / plain clothes and clothing allowances, and on call.
- (2) The allowance shall be paid on all annual leave accrued and taken by the officer during their tenure as a CPO. The annual leave of a CPO will be effectively managed to ensure that any annual leave accrued by a CPO during the tenure period will be taken during such tenure period.
- (3) In cases where the leave as mentioned in subclause (2) above cannot be taken during that tenure period, a CPO is to take all remaining annual leave accrued during the tenure period as soon as practicable after such tenure period concludes. In these cases this allowance shall be paid during such annual leave.
- (4) This allowance shall be payable on paid sick leave (maximum of 3 months) taken during the tenure period. The allowance is not paid for any sick leave that extends beyond the tenure period.
- (5) The tenure period of a CPO is a period of up to two years continuous duty as a CPO in covert operations.

27 Detective Allowance

- (1) The Detective allowance and effective dates is outlined below:

	<i>1 July 2012</i>	<i>1 July 2013</i>	<i>1 July 2014</i>	<i>1 July 2015</i>
<i>DET Per Fortnight</i>	\$67.73	\$69.20	\$70.70	\$72.30
<i>DET Per Annum</i>	\$1,767.03	\$1805	\$1845	\$1886
<i>PC Per Fortnight</i>	\$54.19	\$55.40	\$56.60	\$57.80
<i>PC Per Annum</i>	\$1,413.78	\$1445	\$1477	\$1508

(Annual amounts are for information purposes only)

- (2) The amounts payable as outlined at subclause (1) above are calculated on the relevant pay rates as prescribed by this Agreement and the formulas prescribed at clause 5.2.4(b) of the Award.

28 Diving Allowance

An allowance of \$10.00 per hour or part thereof will be paid for authorised diving duties with a minimum payment for 4 hours. The total amount payable shall be calculated on the basis of time spent actually performing authorised diving duties and will include 1 hour to allow for preparation before the dive and clean up following the dive.

29 Dog Handler's Allowance

The Dog Handlers allowance prescribed at clause 5.2.6 of the Award shall be payable at the rate of 12% of the ordinary fortnightly rate of a Senior Constable 2.5 as prescribed as follows:

	<i>1 July 2012</i>	<i>1 July 2013</i>	<i>1 July 2014</i>	<i>1 July 2015</i>
<i>Per Fortnight</i>	\$325.10	\$332.30	\$339.60	\$347.10

30 Field Training Officer Allowance

- (1) A Field Training Officer (FTO) allowance at the rate of 15% of the employee's base rate per shift will be payable when an FTO performs duties as an FTO during the designated mentor period as determined by the First Year Constable Program.
- (2) To qualify for payment of the FTO allowance, an employee must:
- be accredited as an FTO by the First Year Constable (FYC) Program,
 - supervise the FYC within the designated mentor period of the FYC Program; and
 - be rostered or directed to be the supervising FTO of a FYC on a shift during the designated mentor period.
- (3) Beyond the designated mentor period of an FYC, a supervising FTO is not entitled to this allowance.
- (4) The FTO Allowance is not payable on any form of leave.

31 Locality Allowance – Police Officers

- (1) Locality Allowance is paid in accordance with the General Conditions found in the ministerial directive relating to Locality Allowance issued by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008* as amended.
- (2) The list of centres attracting locality allowance and the applicable rates are located on the Service's Intranet.

32 Night Operational Shift Allowance (NOSA)

A NOSA of 15% of the employee's base rate per shift in addition to the OSA, will be paid to non-commissioned officers on OSA for the duration of each shift worked commencing on or between the hours of 6pm and 2am

Monday to Sunday, including public holidays. Provided that there will not be regular rostering of shifts commencing at 3am or 4am.

33 Officer in Charge (OIC) Allowance

- (1) The following OIC Category allowances as prescribed and referred to in clause 13(5) and Appendix 3 of this Agreement shall be payable:

OIC Category	Allowance Payable 1 July 2013		Allowance Payable 1 July 2014		Allowance Payable 1 July 2015	
	\$ Per Annum	\$ Per Fortnight	\$ Per Annum	\$ Per Fortnight	\$ Per Annum	\$ Per Fortnight
Category A	\$3,141	\$120.40	\$3,209	\$123.00	\$3,279	\$125.70
Category B	\$6,282	\$240.80	\$6,421	\$246.10	\$6,561	\$251.50
Category C	\$9,423	\$361.20	\$9,630	\$369.10	\$9,841	\$377.20

- (2) The OIC allowance is payable for all purposes including leave and superannuation.
 (3) Annual amounts listed above are for information purposes only.

34 On Call Allowance – Non-Commissioned Officers

Clause 5.2.8(c)(i) of the Award is amended to remunerate on call duty at the rate of 7% of the hourly rate of a senior constable paypoint 2.5, and clause 5.2.8(c)(ii) of the Award is amended to remunerate on call duty at the rate of 12% of the hourly rate of a senior constable paypoint 2.5 as prescribed as follows:

<i>On Call</i>	<i>1 July 2012 per hour</i>	<i>1 July 2013 per hour</i>	<i>1 July 2014 per hour</i>	<i>1 July 2015 per hour</i>
<i>Other than a rest day or PDO</i>	\$2.4920	\$2.5505	\$2.6065	\$2.6640
<i>On a rest day or PDO</i>	\$4.2720	\$4.3720	\$4.4680	\$4.5665

35 One and Two Officer Station and QPCYWA Allowance

- (1) Employees attached permanently to a one or two officer station or to a QPCYWA (excluding head office) are to be paid an all up allowance of 35% of the employee's fortnightly paypoint.
- (2) Subject to clause 48 of this Agreement, this allowance shall be payable on all forms of paid leave and will be in lieu of payments for:
- Overtime
 - On Call* and Recall
 - Shift Work
 - Weekend duty
 - Work on public holidays
 - Leave loading

* On call provisions are not applicable (Refer clause 5.2.8 of the Award).

- (3) Other conditions relating to employees attached permanently to a one or two officer station or to a QPCYWA are found at clause 61 of this Agreement.

36 Operational Shift Allowance (OSA)

- (1) An OSA of 21% of an employee's base salary will be paid to employees in operational shift positions who equitably participate in operational shift rosters, and during periods of temporary absence from an operational shift roster, as provided for by this clause.

Provided that employees relieving either in one and two officer stations, QPCYWAs, CPOs, or as commissioned officers will not be entitled to payment of OSA from the date of taking up such duty.

- (2) The OSA is in lieu of shift and weekend penalty rates, public holiday rates, and annual leave loading.
- (3) For eligible non-commissioned officers to qualify for the payment of OSA, non-commissioned officers are required to work up to 56 weekend shifts and up to 7 public holiday shifts in an equity year.
- (4) Subject to clause 48 of this Agreement, employees in receipt of the OSA will be paid the OSA on all forms of paid leave (including workers compensation), as approved by the Service, except for long service leave.
- (5) Where justified to the Commissioner of Police, OICs will be able to access the allowance.
- (6) One of the determining factors in assessing whether a two shift roster qualifies as an operational shift roster is if the second shift of the day would attract the 15% shift penalty as provided for in clause 52 of this Agreement.
- (7) Upon commencement of permanent duty in an OSA position the OSA will immediately be paid to an employee.
- (8) An employee not in receipt of OSA who has temporarily joined an operational shift roster is eligible for the payment of the shift penalty payments as prescribed in clause 41 of this Agreement, and other penalties as prescribed in the Award:

Provided that if that employee has an extension of time on the roster so that the employee will be working the roster for longer than 28 days in total then such employee will become eligible for payment of the OSA from the date the extension is known without retrospectivity.

- (9) An employee who has permanently left an operational shift roster ceases to receive the OSA from the day he or she left the roster:

Provided that whilst on transfer from an OSA position to another OSA position, they will continue to receive the OSA.

- (10) An employee receiving the OSA who left an OSA position on a temporary basis will maintain the payment of the OSA for up to a period of 28 calendar days.

After 28 calendar days the OSA will immediately cease being paid, and will not recommence until the employee returns to performing duty in an OSA position.

From the time that the OSA ceases, the employee will be eligible for the shift and weekend penalty rates, public holiday penalty payments, and leave loading.

Provided that any officer in receipt of the OSA for the preceding minimum period of 52 weeks and who can no longer perform full operational shifts due to medical restrictions as a result of pregnancy will continue to receive OSA payments during such restricted duties and will be eligible to receive OSA payments when accessing paid maternity leave.

- (11) Under no circumstances will shift and weekend penalty rates, public holiday penalty payments, leave loading payments, one and two officer station allowance, beats allowance, CPOs allowance or SARCIS allowance be paid in addition to the OSA.
- (12) Every attempt should be made to ensure employees permanently enter or exit operational shift rosters at the beginning or end of the rosters for administrative ease.

- (13) If an employee is not in an OSA position but transfers to an OSA position, then payment of the OSA will be effective from the date such employee commences duty on the operational shift roster.
- (14) Pro rata application of the OSA conditions is provided for at clause 24(7)(j) of this Agreement.

37 Overtime Meal Allowance

The amount prescribed in clause 6.4.6 of the Award is set accordance with the Overtime Meal Allowance lower tier rate applicable to public service officers through Directive No. 1/06 which may be amended pursuant to the *Public Service Act 2008*. The amount prescribed in clause 6.4.6 of the Award will be increased from the same effective date as any future increase to the Overtime Meal Allowance lower tier rate as prescribed in the Directive.

38 Prisoners' Rations Allowance

The amount prescribed in clause 5.2.9(a) of the Award is set in accordance with the Overtime Meal Allowance lower tier rate applicable to public service officers through Directive No. 1/06 which may be amended from time to time pursuant to the *Public Service Act 2008*. The amount prescribed in clause 5.2.9(a) of the Award will be increased from the same effective date as any future increase to the Overtime Meal Allowance lower tier rate as prescribed in the Directive.

39 Professional Development Allowance – Commissioned Officers Only

- (1) A commissioned officer is entitled to be reimbursed expenses incurred for a professional development course up to a maximum of \$5,000.00 per annum. In addition to formal courses of education, professional development courses include national exercises, conferences, overseas courses and deployments, external agencies, structured professional development process, in-service development courses and attendance at professional seminars.
- (2) This allowance is not payable:
 - (a) for an executive leadership course or programme if the Service offers an executive leadership programme approved by the QPCOUE;
 - (b) for a course relevant to the duties of a commissioned officer if the Service offers a relevant course.
- (3) The Service shall not unreasonably withhold consent or approval of reimbursement for professional development courses relevant to the duties of a Commissioned Officer. In the event that a Commissioned Officer is dissatisfied with a decision of the Service to withhold consent or approval the decision may be challenged through the existing grievance and dispute resolution processes.
- (4) Professional development course means:
 - (a) an executive leadership course or programme;
 - (b) a course relevant to the duties of the commissioned officer.

40 SERT Allowance

The following applies in lieu of clause 5.2.11 of the Award:

- (1) For the purposes of clarification, negotiators attending training sessions are not and were not entitled to the allowance as prescribed herein.

- (2) An employee who is detailed to perform full-time duty as an operational member of SERT will be paid an allowance at the rate of 12.9% of Senior Constable paypoint 2.5 whilst so attached, as prescribed as follows:

	<i>1 July 2012</i>	<i>1 July 2013</i>	<i>1 July 2014</i>	<i>1 July 2015</i>
<i>Per Fortnight</i>	\$349.50	\$357.20	\$365.00	\$373.10

- (3) An employee who is detailed to perform part-time duties as an operational member of SERT will be paid the relevant allowance prescribed in subclause (2) above for any participation in authorised SERT activities within that fortnight.
- (4) The allowance as prescribed in this clause will be payable on any forms of leave, except for long service leave.

41 Shift Allowance

These provisions are applicable only to non-commissioned officers not in receipt of the OSA.

- (1) An employee who works between 6.00 pm and 6.00 am, for which overtime is not payable, will be paid in addition to their ordinary salary a shift penalty of 15% if a continuous period of four (4) hours or more is worked between 6.00 pm and 6.00 am.
- (2) For ordinary shifts which commence after 2.00 am and before 6.00 am, employees will be paid in addition to their ordinary salary a loading of 15% per hour, for each hour or part thereof worked prior to 6.00 am.
- (3) Provided that the payments as provided in subclauses (1) and (2) above, will not apply where an employee is being paid weekend work rates as prescribed by clauses 6.10.2 and 6.10.3 of the Award.

42 Stock and Rural Crime Investigation Squad (SARCIS) Allowance

- (1) Operational Detectives and plain clothes non-commissioned officers appointed within a Stock and Rural Crime Investigation Squad (SARCIS) will be paid an all inclusive allowance that equates to 41% of their base fortnightly salary. This allowance will be paid in lieu of OSA, NOSA and/or other payments for shifts, weekend and public holiday work, overtime, recalls, leave loading, Detective / plain clothes and clothing allowances, and on call.
- (2) An employee not already in receipt of this allowance, who temporarily relieves in a SARCIS position for a period of less than 28 days does not qualify for payment of this allowance. Such an employee will be entitled to those penalties and allowances intended to be replaced by the SARCIS allowance provided for in this Agreement and the *Police Service Award – State 2012*.

Provided that if that employee has an extension of the relieving period so that the employee will be working in the SARCIS position for longer than 28 days in total then such employee will become eligible for payment of the SARCIS Allowance from the date the extension is known without retrospectivity.

- (3) An employee receiving the SARCIS Allowance who leaves a SARCIS position on a temporary basis will maintain the payment of the SARCIS Allowance for up to a period of 28 calendar days.
- (4) After 28 calendar days the payment of SARCIS Allowance will immediately cease, and will not recommence until the employee returns to the SARCIS position.
- (5) From the time that payment of the SARCIS Allowance ceases, the employee will be eligible for the allowances, penalty rates, and/or leave loading as applicable in the temporary position.
- (6) Under no circumstances will shift and weekend penalty rates, public holiday penalty payments, leave loading payments, one and two officer station allowance, beats allowance, CPOs allowance, OSA or NOSA be paid in addition to the SARCIS Allowance.
- (7) SARCIS Allowance is payable on all forms of leave except long service leave.

PART FIVE – PUBLIC HOLIDAYS, ANNUAL LEAVE AND SICK LEAVE

43 Public Holidays

- (1) The rostering of police officers on a programmed day off on a public holiday is not advocated.
- (2) The Service is able to roster police officers on or off public holidays as appropriate. The decision as to who will or will not work will be made by the Commissioner. Such decision will be based on need.
- (3) Other provisions relating to rostering on public holidays can be found at clause 24(7)(l) to (p) (Rostering of OSA Positions).

44 Annual Leave – Police Officers

- (1) Annual leave will accrue at the rate of 0.62466 hours for each calendar day of service (i.e. 6 weeks per annum); and in the Northern and Western parts of the State at 0.68712 hours for each calendar day of service (i.e. 6 weeks 3 days per annum).
- (2) An employee in receipt of the OSA, SARCIS Allowance or the One and Two Officer Station and QPCWYA Allowance immediately prior to commencing a period of annual leave will have such allowances paid during the entirety of that period of annual leave, in lieu of leave loading.
- (3) The following will apply in lieu of clause 7.1.3 of the Award:-

For the purposes of this clause, the Northern and Western part of the State will be that part of the State lying to the northward or westward of a line, north of the 22nd parallel of south latitude and west of 147 degrees east longitude but including the township of Moranbah.

45 Annual Leave Loading – Police Officers

(1) Commissioned Officers

- (a) Leave loading payable to commissioned officers will be 17.5% on 4 weeks annual leave per year for non-shift working commissioned officers, while for shift working commissioned officers the leave loading payable will be 20% on 5 weeks annual leave per year.
- (b) Leave loading of 17.5% on 4 weeks annual leave per year will be paid to all commissioned officers on the first pay of December each year for the previous calendar year.
- (c) In addition, shift working commissioned officers will be paid pro-rata shift work leave loading at the rate of 0.5749% of the officer's base rate for all time engaged in and/or occupying a continuous shift work position. The *pro-rata* shift work leave loading under this subclause will be paid fortnightly at the rate prescribed.

(2) Non-Commissioned Officers

Those non-commissioned officers not in receipt of OSA, SARCIS Allowance or the One and Two Officer Station and QPCWYA Allowance are paid leave loading at 17.5% on 4 weeks annual leave per year.

46 Annual Leave Management – Police Officers

- (1) Employees and the Service are jointly liable for the management of annual leave. The intention is for members to access their leave annually.
- (2) By virtue of the *Police Service Award – State 2012*, police officers are allowed to accumulate up to two years' annual leave. However, this is not a right or an entitlement: it is a limit on accruals. The ability of the Service to direct officers to take annual leave is contained within the Award and the *Industrial Relations Act 1999*.
- (3) Based on this ability, the Service will implement a State-wide annual leave target for all police officers each year. There will only be one target date each year, of 30 June. The minimum target of accrued annual leave is one year's annual leave entitlement. If officers do not voluntarily access appropriate leave, then they may be directed to take leave, provided that such direction is fair and reasonable.

- (4) It is not considered fair and reasonable to direct employees to take annual leave in periods of less than one week generally, or two weeks for officers in the northern and western parts of the State who accrue extra leave.
- (5) In considering directions to take annual leave the Service should be flexible in relation to such matters as:
 - leave associated with the birth of child/children;
 - a planned holiday, especially where a deposit is required;
 - family occasions such as engagements, weddings etc;
 - other special needs of the employee.
- (6) Where an employee requests, annual leave may be accessed in periods of less than one or two weeks.

47 Sick Leave – Police Officers

- (1) The Service continues to endorse the operation and maintenance of the Sick Leave Bank, as outlined at Appendix 4 of this Agreement.
- (2) Sick leave will accrue at the rate of 0.31233 hours for each calendar day of service (i.e. 15 days per annum).
- (3) A medical certificate will be produced by employees in receipt of OSA for short term absences on weekend shifts. Provided that any such absences for which a medical certificate is not produced will count towards the six working days allowed in any one year as prescribed at clause 7.2.3(b) of the Award.

48 Maximum Limit for Payment of Consolidated Allowances – Police Officers

- (1) Consolidated allowances are OSA, Residential Beats Allowance, One and Two Officer Station and QPCWYA Allowance and SARCIS Allowance.
- (2) Consolidated allowances will be paid for the first 26 weeks that an employee is absent on sick leave, including accessing the Sick Leave Bank.
- (3) Where the absence will extend beyond 26 weeks, the Assistant Commissioner or Executive Director will assess on a case by case basis whether the payment of the consolidated allowance should continue beyond 26 weeks, or whether it should cease.
- (4) If the Assistant Commissioner or Executive Director has assessed that the payment of the consolidated allowance should cease, prior to any changes being made to an employee's pay, the Assistant Commissioner or Director is to forward this assessment to the Sick Leave Bank Committee.
- (5) The Sick Leave Bank Committee will consider and decide cases in the same way that it decides Sick Leave Bank matters and is to consider the grounds provided by the Assistant Commissioner or Executive Director, plus any addition information it may have or seek prior to reaching a final decision.
- (6) The Sick Leave Bank Committee's decision on the payment of the consolidated allowance is to be implemented for extensions in excess of 26 weeks but no longer than 52 weeks. Provided that during this period, the Assistant Commissioner or Executive Director may return a case to the Sick Leave Bank Committee for reconsideration where new/additional information is provided.
- (7) The Service may make the determination to cease the payment of the consolidated allowance beyond 52 weeks.
- (8) Notwithstanding the above provisions, the Commissioner will consider applications submitted by the relevant Assistant Commissioner and/or Executive Director to remove from an officer any consolidated allowance entitlements after 28 days absence in circumstances where it is established that an employee is not bona fide in their application for continued sick leave.

Where a disagreement exists between the Service and the QPUE the matter will be brought before the Queensland Industrial Relations Commission.

PART SIX – TRANSFERS, RELOCATION EXPENSES AND TRAVELLING ENTITLEMENTS

LATERAL TRANSFERS – NON-COMMISSIONED OFFICERS

49 Introduction

- (1) The lateral transfer process applies where appropriate in lieu of clause 4.1 of the Award.
- (2) Subject to clause 11(4) of this Agreement, an Assistant Commissioner or Executive Director may laterally transfer a Constable or Senior Constable under their command provided there is mutual agreement and the employee's resultant travelling distance between the employee's residence and place of work does not exceed 40 kilometres. Such transfers will not alter an employee's tenure.

This process may occur without referring an application or submission to the Transfer Advisory Committee (TAC); provided that the TAC is advised of such transfers in the meeting agenda in a manner similar to "rotations".

- (3) Lateral transfers provide a facility for the transfer of staff at their substantive rank to other jobs or locations in limited circumstances without the need to advertise and fill positions on an open merit basis.
- (4) Where a lateral transfer occurs, the employee will not suffer a reduction in ordinary salary.
- (5) The lateral transfer of members will not be used as a disciplinary sanction. However the Service may transfer a member to a location as a risk mitigation strategy with regard to the Commissioner's responsibilities pursuant to section 4.8 of the *Police Service Administration Act 1990*.
- (6) Lateral transfers may be initiated either by the Service or through application by the employee.
- (7) These provisions will not apply to any appointments, postings, movements or transfers of a Constable up to and including such employee's appointment upon confirmation.
- (8) Notwithstanding any other provision contained in this Agreement, the Commissioner has the discretion to initiate a directed transfer of a police officer at their substantive rank to other jobs or locations.

50 Operational factors

The following operational factors do not give an automatic right to a lateral transfer and may be utilised by either management or an employee in making submissions/applying for a lateral transfer. The factors allow consideration of applications/submissions:

- (1) Organisational Restructuring: Where, to meet service delivery requirements, the Service closes or opens a station, section or establishment; the Service increases or decreases the staffing levels of a station, section or establishment; the reclassification of positions; i.e. workplace restructuring.
- (2) Expressions of Interest/Transfer at Level Opportunities: This is a process whereby the Commissioner selects an employee from the relevant pool of employees on the basis of closed merit. Where there is a dispute regarding tenure then the implementation of any lateral transfer under this operational factor will be delayed until the dispute is resolved.

Provided that Sergeant and Senior Sergeant positions will be filled on an open merit basis other than in those cases where it is proposed to invite expressions of interest from surplus officers at the relevant rank.

- (3) Health or Compassionate Grounds: Health grounds apply where an employee or family member has a need to have access to appropriate medical services, or on medical grounds has a need to vacate, or transfer to, a particular location. Each application pursuant to this operational factor must be supported by relevant medical reports. Compassionate grounds include family matters sufficient to support an employee's transfer.

- (4) Service in Isolated/Difficult Postings: Where an employee has at least completed tenure in an isolated/difficult location and seeks a return to less isolated/difficult areas, or is having difficulty achieving another position because of the limited experience/skills resulting from service in an isolated/difficult location.
- (5) Service in Particular Postings:
- (a) These are those positions from which there may be a need to remove an employee due to the nature of the duties (e.g. CPIU, FCU, Coverts); or
- (b) Because of the specialised nature of the duties in the position [e.g. Prosecutions, CMC] the employee can demonstrate difficulty achieving another position at level outside of the current area of operation. Employees making application pursuant to this operational factor must have completed maximum tenure in their current position, demonstrate that they have applied for positions on the rank and have received feedback that the specialized nature of their current position is limiting their ability to win other positions.
- (6) To/from Surplus: "To surplus" applies when another operational factor warrants a transfer of that employee to surplus. "To surplus" may be applied where an officer is required for a specific task for a defined period of time not being relieving e.g. projects. "From surplus" applies where it is necessary to fill a substantive position by an employee who is currently surplus. Closed merit will apply where there is more than one employee of the rank in surplus.

This factor also applies where an officer is transferred to or from a position lower than their substantive rank i.e. the officer is offset against another position.

- (7) External Agencies: This applies when an officer is to be transferred to or from an agency/organisation external to the Service e.g. Australian Crime Commission.
- (8) Return from Extended Leave/Absence: This does not include return from leave entitlements e.g. Annual Leave, Long Service Leave, Maternity leave.
- (9) Assistance in meeting EEO requirements: This allows all parties to the Agreement to meet legislative requirements when dealing with EEO issues.
- (10) Rotations: The areas of application include for example; Watchhouses and stations in Aboriginal and Torres Strait Islander Communities, where positions are not filled on a permanent basis. Employees are rotated in and out of the locations for agreed periods not exceeding six months. Employees who wish to remain for longer periods may do so with the Service's approval.
- (11) Positions requiring pre-training: This refers to situations where an employee has to receive training prior to being able to take up a position and there is a need, having received this training to transfer the employee to a particular location to utilise these developed skills e.g. SOCO and prosecutions but not, for example, detective training. Employees will be advised in writing prior to commencing training where they will be required to perform such duty after completion of the training.
- (12) Swaps: A mutually agreed request initiated by two or more employees and agreed by management for an exchange of similar positions at the same rank.
- (13) Resource Management:
- (a) This operational factor covers grounds where a transfer is necessary because of a breakdown of personal relationships between the employee, of any rank, and other employees; or that employee and the local community.
- (b) Further, this factor applies where staff numbers have fallen below safe operational levels. Should there be no applicants for these positions after advertisement State-wide and there are no volunteers, the Service may consider the implementation of directed transfers. Provided that prior to so doing, the process of selection of appointees occurs by a process agreed between the Service and the QPUE. Agreement will not be unreasonably withheld or delayed by either party.

- (14) Partners Employment:
- (a) This is where a Service employee (police officer or staff member) is transferred and the employee's partner is a police officer. This factor then allows the transfer of the partner in the case of the partner being a police officer.
 - (b) This factor also applies where a police officer seeks a transfer because the officer's partner [not being a police officer or staff member] receives a transfer as a result of a direction by the partner's employer to relocate.
 - (c) This factor may also apply where the request for a transfer is at the employee's instigation and is purely to suit their partner's choice to relocate their employment where the partner is neither a police officer nor a staff member.
- (15) Management of Staffing Issues: Where it has been clearly demonstrated to TAC that an employee is not coping in their current position and management has taken all fair and reasonable actions to assist the employee in that position, the Service may seek to relocate the employee. Provided that any costs associated with or resulting from the relocation are borne by the Service. Further, reports have to be provided by management as to what has been the problem and what has been done to rectify it and, a report from the employee concerned regarding the proposed transfer. These are to be provided to TAC members at least 7 days before TAC meets.
- (16) Personal Reasons: This applies where a transfer is sought by an employee on personal grounds which are not covered by any other operational factor and which are not necessarily in the operational interests of the Service. These reasons must be unique and compelling. This factor does not include reasons related to cost of travel nor purchase of a residence in another location. Utilisation of this operational factor shall only be on a case by case basis and shall be of no precedent value.
- (17) Approved Career Break: Where an employee has been approved career break leave in accordance with Chapter 7.5 of the Human Resource Management Manual, this operational factor may support the lateral transfer of the employ to an approved surplus position.

51 Transfer Advisory Committee (TAC)

- (1) For the purposes of lateral transfers, there will be a Transfer Advisory Committee (TAC) established to advise the Commissioner regarding applications for lateral transfers.
- (2) Membership of the Committee comprises representatives of:
 - Queensland Police Union of Employees;
 - Queensland Police Service.
- (3) TAC supports an employee out of their current location, not into a particular position, and notwithstanding any advice provided by the Committee, the Commissioner has the final decision-making authority.
- (4) If requested by a Committee member, the Commissioner will provide a written statement outlining the reasons for the decision to the TAC.
- (5) In addition to providing advice to the Commissioner on lateral transfers, the Committee will inform itself of relevant issues affecting the transfer of employees generally throughout the Service and provide appropriate advice accordingly to the Commissioner with a view to resolution of the issue.
- (6) The Committee will meet fortnightly or as required.
- (7) For the purpose of providing advice to the Commissioner, the TAC will have a Minutes Secretary.
- (8) The Committee will provide advice to the Commissioner within 30 days of receiving any application for lateral transfers. Should any party represented on the Committee fail to provide advice on their position within the said 30 days, the Commissioner may decide the application on the advice already provided.

52 The Selection Process

- (1) The Commissioner will ensure that an employee being transferred meets appropriate selection criteria of the particular position involved.
- (2) Closed selection may be used in conjunction with operational factors if together, they provide a more appropriate basis for selecting, from employees of the same rank, an employee to transfer into the position.
- (3)
 - (a) Any non-commissioned officer or constable may apply for a lateral transfer which will be forwarded to the Commissioner by the relevant Assistant Commissioner or Director. This senior executive officer will indicate support or otherwise for the application, together with reasons.
 - (b) Similarly, any senior executive officer who wishes to initiate a lateral transfer of a non-commissioned officer or constable will forward a submission to the Commissioner indicating the reasons why, together with a copy of the individual non-commissioned officer's or constable's position on the proposed transfer.
 - (c) The applications/submissions mentioned at (a) and (b) hereof, will be considered by the TAC. This Committee will indicate to the Commissioner whether or not the application/submission is supported.
 - (d) All applications/submissions are to include the requested/proposed location.
 - (e) Provided that the requested/proposed location may not be the ultimate location to which the employee is transferred.
 - (f) Any application for a lateral transfer is to be processed in such a way to reach the Minutes Secretary of the TAC within 28 days of receipt of the application by the Service.
 - (g) Any application for a lateral transfer if supported by the TAC will remain current for 12 months only. Members may reconsider their individual circumstances and re-submit subsequent applications to the TAC before or after this time.
 - (h) In the cases of employees who seek lateral transfers under the operational factors specified in clause 50 at either: (12) Swaps; or (14)(b) & (c) of Partner's Employment; or (16) Personal Reasons, the TAC will indicate to the Commissioner (each case to be considered on its individual circumstances) whether or not the Service should meet the costs of the transfer. The Commissioner after considering the support or otherwise of the TAC will make a decision in relation to costs for these transfers.
 - (i) None of the decisions referred to in (h) above in relation to costs will be used as a precedent in dealing with any other matter relating to costs of transfers.

TRANSFER ENTITLEMENTS

53 General

- (1) Subject to clause 52(3)(i), an employee covered by this Agreement is eligible for the transfer entitlements provided in this Agreement if the Commissioner is of the view that a change of residence is required.
- (2) Provided that PLOs, QATSIPs and AWOs are only entitled to transfer entitlements when transferred on merit or on compassionate grounds.
- (2) An employee is only entitled to the payment or reimbursement of expenses and other conditions for transfer after formal notification of their transfer in the Queensland Police Service Gazette. An order of transfer for an employee who is promoted/appointed to a gazetted vacancy is effective upon the conclusion of the review period and/or finalisation of any reviews, whichever is the latter.
- (3) Transfer entitlements are set in accordance with the rates, standards and conditions applicable to public service officers through the Ministerial Directive relating to Transfer and Appointment Expenses as issued pursuant to the *Public Service Act 2008* which may be amended from time to time.

- (4) Appointment expenses in accordance with the abovementioned Directive for new employees will be allowed at the discretion of the Commissioner.
- (5) Additional information relating to the following can be found in the Service's HRM Manual:
- (a) documentary evidence;
 - (b) definitions;
 - (c) roles and responsibilities.

- (6) The following provisions relating to transfer entitlements also apply and where inconsistent with provisions contained in the abovementioned Directive shall have precedence:

(a) *Accommodation/meals prior to departure and upon arrival*

(i) Entitlement

An employee shall be reimbursed actual expenses for themselves and any accompanying family for accommodation and meals necessarily incurred after furniture has been uplifted and whilst waiting to travel to the new centre, and on the night of arrival at the new centre.

If an employee's furniture and effects are uplifted greater than two days prior to the employee departing to the new centre, then the Commissioner (or delegate) shall determine whether actual expenses shall be reimbursed, or whether the temporary accommodation provisions shall apply. If the delay is a result of the actions of the Service, then actual expenses will be reimbursed.

(ii) Eligibility

(A) *Hotel, motel, registered lodging house or caravan park*

All actual and reasonable expenses. Reasonable expenses shall be as determined by the Commissioner (or delegate) and should be equivalent to the cost of accommodation of 3 star standard (or best available in the absence of such accommodation) as defined by the RACQ, unless exceptional circumstances exist. Receipts are required.

(B) *Relatives and friends*

Up to the maximum allowance amounts specified in 'Overnight Accommodation and Meals in Transit' for accommodation with 'Relatives or Friends' in the Directive. The stated amounts are inclusive of accommodation and meals. Receipts are not required.

(C) *Meals where not staying overnight with relatives or friends*

Actual and reasonable expenses for meals. Receipts are required.

(b) *Temporary accommodation entitlements when seeking to secure permanent accommodation prior to effecting transfer*

(i) Entitlement

An employee who has received written confirmation of a transfer for which transfer expenses are payable and who travels to the new centre to obtain permanent accommodation prior to the actual transfer being affected, may be eligible for reimbursement of costs associated with such travel. Each request for reimbursement will be considered on an individual basis. Such reimbursement of expenses is subject to the following conditions:

- (A) permanent accommodation is actually secured and is available on arrival at the new centre; or

(B) in the event of temporary accommodation expenses incurred following transfer being claimed under the Directive, the maximum amount claimable is to be reduced by the amount actually paid under this clause 53(6)(b).

(ii) Eligibility

(A) *Employee unaccompanied by family*

(I) *Travelling Costs*

Reasonable costs for travelling to and from the new centre.

(II) *Accommodation*

Reasonable actual costs for accommodation. Receipts are required.

(III) *Paid Leave*

No additional non-deductible paid leave will be approved for an employee wishing to travel to their new centre prior to their transfer. Such travel should be undertaken either during rest days, PDO's, recreation leave, or as part of time taken to complete transfer arrangements as prescribed in the Directive.

(B) *Employee accompanied by family*

Same as for employee unaccompanied by family plus reasonable costs for travelling to and from the new centre and reasonable costs for accommodation for the employee's family.

(c) *Transportation of furniture and effects*

(i) Employee accompanied by family

An employee with 2 family members (including the employee) is entitled to transportation of 50 cubic metres of furniture and effects. It is the responsibility of the employee to bear the costs for removal and insurance for any volume in excess of fifty cubic metres.

An employee with more than 2 family members (including the employee) is entitled to the transportation of additional furniture and effects calculated on the basis of the number of members of the employee's family. The additional entitlement is calculated in accordance with the following table:-

Number in Family	Meterage Entitlement
3 or 4	60 cubic metres
5	65 cubic metres
6	70 cubic metres
7	75 cubic metres
8	80 cubic metres
9	85 cubic metres
10	90 cubic metres

An employee with furniture and effects in excess of the relevant entitlement may seek approval for the Service to pay for the transportation of the actual volume of furniture and effects. The Service will only meet the additional costs if there are extenuating circumstances that would make the transportation of additional volume reasonable.

RELOCATION EXPENSES

54 Relocation Expenses for Officers Retiring from the Service

- (1) Relocation expenses for employees retiring from the Service apply to all employees subject to this Agreement except for casual employees.

- (2) Entitlements are accessible when an employee meets one of the following criteria:
 - (a) the employee retires in accordance with section 8.2 of the *Police Service Administration Act 1990*; or
 - (b) the employee is retiring on the ground of ill health in accordance with section 8.3 of the *Police Service Administration Act 1990*; or
 - (c) the employee is deceased.
- (3) Relocation expenses/conditions for employees retiring from the Service shall be in accordance with the Ministerial Directive relating to Relocation Expenses for Officers Retiring from the Service as issued pursuant to the *Public Service Act 2008* which may be amended from time to time.

55 Relocation Expenses for Widows and Widowers of Deceased Officers

Relocation expenses for families of deceased officers residing with the employee at the time of death are in accordance with the application and entitlements prescribed at clause 71 above.

TRAVELLING ENTITLEMENTS

56 Domestic Travel - Application and Entitlement

- (1) Subject to clause 56, travelling entitlements are set in accordance with the rates, standards and conditions applicable to public service officers through the Ministerial Directive relating to Domestic Travelling and Relieving Expenses as issued pursuant to the *Public Service Act 2008* which may be amended from time to time. Such entitlements apply in lieu of clause 5.2.12 of the *Police Service Award – State 2012* and clause 8.1 of the *Employees of Queensland Government Departments (Other Than Public Servants) Award – State 2012*.
- (2) Employees covered by this Agreement are **only** entitled to the provisions of this clause when approval has been given to an employee to be absent from headquarters on duty within Australia and the nature of such absence reasonably requires the securing of alternative accommodation.
- (3) The following provisions relating to travelling entitlements also apply and where these provisions are inconsistent with the Directive referred to in clause 56(1) above, these provisions shall have precedence:
 - (a) *Accommodation*
 - (i) The Service may arrange accommodation at no cost to the employee. Such arrangements shall provide each employee with single accommodation. Where this occurs the employee is entitled to the appropriate meal allowances and the incidental allowance for each overnight stay.
 - (ii) With reference to accommodation only: Where it is deemed necessary for operational requirements and the viability of an operation depends on it, arrangements for accommodation may be varied provided employees receive prior notice.
 - (iii) Where the Service does not arrange accommodation, employees will be reimbursed the actual reasonable cost of accommodation obtained. Compliant tax invoice receipts must be submitted with claims for accommodation expenses. In addition, employees are entitled to the appropriate meal allowances and the incidental allowance for each overnight stay.

- (b) *Hardship allowance*

Where employees cannot be provided with a minimum 3 star standard of accommodation (or the best available in the absence of such accommodation), and are required to for example; camp out, or sleep at a police station or on a Water Police vessel, they will be paid a hardship allowance per overnight stay. This allowance is paid in lieu of the incidentals allowance.

The hardship allowance is set at 150% of the private accommodation special allowance referred to in the abovementioned Directive.

(c) *Meal allowances*

(i) "Emerald" is classed as a "High Cost Country Centre".

(ii) On day of departure and day of return the following applies: -

Breakfast payable if departure prior to 6.30am or arrival after 6.30am;

Lunch payable if departure prior to 12.30pm or arrival after 12.30pm;

Dinner payable if departure prior to 6.30pm or arrival after 6.30pm.

(d) *Costs exceeding allowances*

Where total cost of meals for the whole of the absence exceeds the amount provided and receipts are furnished, actual and reasonable expenses will be reimbursed at the discretion of the Commissioner.

(e) *Accommodation and meal cost inseparable*

Where the cost of accommodation and meals are not separable (e.g. special events such as Birdsville races) and there is no cost to the employee, only the incidental allowance is payable for each overnight stay.

(f) *Private accommodation*

Where an employee obtains private accommodation (i.e. with relatives or friends), appropriate meal allowances will be paid, in addition to the private accommodation special allowance. The employee is not entitled to claim the incidental allowance.

(g) *Special events*

Where employees are absent from their usual workplace and performing duty at special events (e.g. Indy or Schoolies) and, after consultation with the union, the Service may arrange single room accommodation where employees share facilities. These arrangements may also include the provision of meals, provided the meals are of reasonable quantity and quality in the relevant circumstances.

(h) *Advances on allowances*

On application an employee may seek an advance for approved periods of absence. An advance will only be made for a period of up to 3 weeks, with progression advances for each 3 week period, or part thereof, thereafter.

(i) *Temporary duty*

(i) Provided that any period of absence of any employee at any temporary station or elsewhere will be counted as continuous as from the date of arrival at such temporary station, or elsewhere, and will not be broken by reason of absence on duty from such temporary station or elsewhere.

(ii) This provision does not apply to an employee who, when on temporary duty, is not required to reside away from such employee's home or home station, or who is able to obtain meals from such employee's home or home station, or who is sent for temporary duty at any of the stations in the metropolitan area or within the boundaries of the city or town in which the employee is stationed or in respect of any period spent by the employee at such employee's home station on rest days or duty whilst on such temporary duty.

57 International Travel - Entitlement

Travelling entitlements for approved overseas travel are set in accordance with the rates, standards and conditions applicable to public service officers through the Ministerial Directive relating to International Travelling, Relieving and Living Expenses as issued pursuant to the *Public Service Act 2008* which may be amended from time to time. For staff members, such entitlements apply in lieu of clause 8.1 of the *Employees of Queensland Government Departments (Other Than Public Servants) Award – State 2012*.

PART SEVEN - MISCELLANEOUS

58 District Appointments

- (1) The application of District Appointments as provided in this clause is limited to non-commissioned officers in the following Districts or areas:
 - (a) North Brisbane District;
 - (b) South Brisbane District;
 - (c) Gold Coast District;
 - (d) Logan District;
 - (e) Moreton District;
 - (f) Sunshine Coast District;
 - (g) Capricornia District;
 - (h) Mackay District;
 - (i) Townsville District;
 - (j) Cairns District (excluding Cape Stations)
 - (k) Toowoomba Area;
 - (l) Ipswich Area.
- (2) The QPUE and the Service acknowledge that changes of work locations in those Districts/Areas listed above outside the south eastern part of Queensland will be restricted where practicable to the urban areas of those Districts/Areas taking into consideration the residential location of employees.
- (3) The Service in consultation with the QPUE may amend the above list of Districts/Areas.
- (4) All transfers and promotions to the above-listed Districts/Areas may be to positions in the district with initial duty at a work location.
- (5) A temporary change of work location is provided for in clause 22(7) of this Agreement and only permanent changes of workplace within and/or across Districts will occur under this clause.
- (6) An employee subject to this clause may be directed to perform duties at any location within the District/Area if the placement is in the best interest of the Service and is consistent with the service delivery standards. Likewise, an employee subject to this clause may be directed to perform duties at nearby work locations/stations across a District boundary for the same reasons.
- (7) A change of work location in accordance with this clause may be initiated by the Service subject to the following safeguards:
 - (a) The change in work location should not change the rank or general duties of the employee transferred unless agreed.
 - (b) A permanent change in workplace location that requires travel in excess of 40 kilometres from their current residence or total travelling time each way of more than 30 minutes in addition to the time (excluding exceptional and unexpected delays) the employee would normally travel to and from the employee's residence and previous station/work location will be entitled to the Transfer Entitlements prescribed at clause 53 of this Agreement if they choose to relocate their residence closer to the new workplace.
 - (c) The parties agree that a change of workplace under this clause will not occur or be used as a disciplinary sanction. However it is acknowledged that the service may change an employee's

work location as a risk mitigation strategy with regard to the Commissioner's responsibilities pursuant to section 4.8 of the *Police Service Administration Act 1990*.

- (8) Where an employee objects to a permanent change of workplace made under this clause the employee can challenge the decision through the existing grievance and dispute resolution processes.

59 Higher Duties

Commissioned and Non-Commissioned Officers

- (1) The following applies in lieu of clause 4.3 of the Award:
 - (a) Where a police officer is directed or rostered to fill temporarily the office of a police officer of higher rank, or a vacant office of higher rank to which an appointment has not been made, the police officer will be paid extra remuneration at the minimum salary rate applicable to the higher rank provided that the police officer:
 - fills temporarily the position for more than 3 consecutive shifts not including rest days; and
 - performs all of those duties and accepts all of those responsibilities for the time being associated with the position.
 - (b) In each case the amount of extra remuneration payable to an employee will be the difference between the employee's salary and the minimum salary prescribed for the rank to which the employee relieves.
 - (c) If a police officer who is temporarily filling an office of higher rank goes on annual or sick leave, such leave will not be deemed to interrupt the period of performance of such duties if the employee resumes the same duties on the return from leave.
 - (d) Where a police officer takes any form of leave on full salary after the officer has been directed to assume the higher duties and responsibilities for the immediately preceding 12 months, higher duties shall continue to be payable in respect of that leave on full salary if, during that 12 months, the only leave which the officer has taken is leave which may be credited as service.
- (2) Where the office of higher rank is an OSA position an employee shall receive, in addition to any higher duties, the OSA calculated on the minimum salary prescribed for the higher rank.
- (3) Subject to subclause (4) below, where the office of higher rank is not an OSA position, and the employee is currently permanently in an OSA position, the employee will continue to receive the OSA calculated on the employee's substantive paypoint for a period up to and including 28 calendar days.
- (4) Whilst relieving as a commissioned officer, employees are subject to the same terms and conditions as commissioned officers.

Therefore, employees relieving in a commissioned officer position will not maintain the OSA payment from the date of commencing such relieving.

- (5) During maintenance of the OSA referred to in subclause (3) above, under no circumstances shall shift and weekend penalty rates, public holiday penalty payments, leave loading payments, Overtime Considerations payments, One and Two Officer and Youth Clubs Allowance, Beats Allowance, CPO Allowance, or SARCIS Allowance be paid in addition to the OSA.

60 Health and Safety and Fatigue Management

- (1) The Service, its supervisors and employees will consider their respective obligations under the *Work Health and Safety Act 2011* in the performance of their duties.
- (2) In particular, employees and supervisors will refer to the *How to manage Work Health and Safety Risks Code of Practice 2011* and the *Fatigue Management Guide* as amended from time to time and produced by Workplace Health and Safety Queensland.

- (3) The documents referred to above and the Service's health and safety policies must be considered and complied with in relation to all areas of employment. The following is a list of employment issues to be considered under this clause including, but not limited to:
- Performance of special services;
 - Hours of work including rostering and overtime;
 - Travelling time;
 - Secondary employment.

61 One and Two Officer Station and QPCYWAs

The parties agree to the following variations to conditions affecting one and two officer stations. All references to one and two officer stations include QPCYWAs (excluding head office).

(1) Weekend Work and Public Holidays

Conditions relating to weekend work and public holidays as prescribed at clauses 22(7)(c)(ii), 22(7)(c)(iii), 22(7)(g), 22(7)(l), 22(7)(m), 22(7)(n) and 22(7)(o) of this Agreement apply.

(2) Overtime and Travel

- (a) Where an employee is directed to perform duty outside of their division by the District Officer or a delegated officer and that duty is on a rest day or is outside of their rostered hours for that day, the employee will be paid overtime for the duty so performed.
- (b) Work for which a direction from a District Officer or a delegated officer is not required will not attract an overtime payment, irrespective of whether or not the officer seeks such a direction.
- (c) Where an employee is rostered to perform duty at an event (e.g. local rodeo) outside of his/her division, the employee will be paid overtime for all hours worked in excess of eight hours. The employee shall be given at least 48 hours notice of the requirement.
- (d) In performing duty in accordance with clause 61 (2)(a)&(c) above, an employee is to be paid at ordinary rates for travel which exceeds one hour outside of rostered hours. All travel within rostered hours will not attract an additional payment whereas, for example, two hours' travel outside of rostered hours will mean that the employee is to receive an additional one hours' pay at the ordinary rate of pay.

(3) Transfer

Employees on transfer out of one and two officer stations may be required to continue duty at that one or two officer station pending the arrival of the employee's replacement. However, the employee will not be held more than 16 weeks after the gazettal of the employee's transfer or more than the period of the review, whichever is the longer. This provision may only be implemented on the proviso that the position the employee is transferring to be kept vacant pending the employee's arrival. This provision will not change the gazetted effective date of the employee's promotion.

(4) Covering Additional Stations

- (a) Employees will not be required to cover more than one extra single officer station and only for periods of paid leave at that extra station. No overtime will be payable for duty performed in these circumstances. When a two officer station has only one officer, that officer will not be required to cover any other station (i.e. single officer station) where the officer is absent. (Paid leave does not include sick leave or workers' compensation, either of which is beyond 4 weeks)
- (b) The provisions in subclause (4)(a) above will not apply, where, by mutual consent between the employee/s and management, a reciprocal arrangement is organised whereby one or two officer stations combine for the purpose of enabling the officer/s attached to them to have one weekend in four free of all calls within their respective division on a rotational basis.

(5) **Leaving the Division**

- (a) Employees at one officer stations, and two officer stations which are reduced to one for whatever reason, must give prior notice in a timely manner unless justifiable (as defined) to the District Officer and the adjoining divisions of their intention to leave their division on rest days or PDOs. When they remain in the division they are still available for work in an emergency.
- (b) The District Officer can direct the officer concerned to remain in the division only if there is a warranted and justifiable reason. It follows then that the notice of intention to leave the division is to be given in a timely manner unless justifiable (as defined), thus affording the District Officer an opportunity to respond.

(6) **PDOs**

- (a) At all one and two officer stations, employees have the option of either taking PDOs each 28 day roster or accruing their PDOs up to a maximum of 5 at a time.
- (b) Provided that where an employee in a one or two officer station elects to accrue PDOs then that employee may access those PDOs (up to a maximum of 5) separately or in a group. However, where such employee applies to take annual leave, the employee must first access any accrued PDOs.

(7) **Miscellaneous**

- (a) Employees in one or two officer stations will not be required to pay any rents for accommodation associated with their positions or any alteration to the existing arrangements for rates, electricity or telephone/fax. This is not intended to include instances where any existing arrangement is not consistent with State-wide policy. There will be no retrospective adjustments.
- (b) Upon appointment to one and two officer stations employees are required to reside in Service accommodation of a reasonable and suitable standard where such is provided.

If not provided with a residence, the second officer from a two officer station must reside such that they are readily accessible to members of the public outside ordinary hours, can respond to call outs, and fulfil the expectations and requirements of the position.

(8) **Relieving Arrangements**

- (a)
 - (i) Employees relieving or performing temporary duty at one and two officer stations will receive the allowance provided that they are readily accessible to members of the public outside ordinary hours, can respond to callouts, and fulfil the expectations and requirements of the position.
 - (ii) Employees relieving or performing temporary duty at one and two officer stations who are in receipt of the allowance will not be entitled to any other allowances that may be paid in lieu of any of the items detailed in clause 35(2) of this Agreement.
 - (iii) This means that an employee who leaves an OSA roster to relieve at a one or two officer station does not have an entitlement to OSA from the date the employee takes up duty at such station. The allowance prescribed at clause 35(2) will be payable from this same date.
- (b) *Officer relieving in an OSA position (and eligible to receive OSA) and remaining in a police residence:*
 - (i) The allowance prescribed at clause 35(2) ceases immediately and the officer receives the OSA and all other provisions normally relating to an OSA position would apply.
 - (ii) If called upon by the public at the residence outside of hours (and no other arrangements have been put in place by management to cover the situation), then overtime provisions apply for the time work is performed.
 - (iii) Recall provisions would only apply where the recall is approved by management.

- (iv) These arrangements would continue to apply until the officer resumes duties at the one or two officer station.
- (c) *Officer relieving in an OSA position (and eligible to receive OSA) and NOT remaining in a police residence:*
 - (i) The allowance prescribed at clause 35(2) ceases immediately and the officer receives the OSA and all other provisions normally relating to an OSA position would apply.
 - (ii) These arrangements would continue to apply until the officer resumes duties at the one or two officer station.
- (d) *Officer relieving in a non-OSA position and remaining in a police residence:*
 - (i) Retain the allowance prescribed at clause 35(2) at the substantive rate for a period of 28 days.
 - (ii) During the 28 day period, none of the entitlements outlined in clause 35(2) would be paid to the officer (irrespective of the work to be performed) unless there are exceptional circumstances justifying a particular payment that would be dealt with on a case by case basis.
 - (iii) After the 28 day period:
 - (A) The allowance prescribed at clause 35(2) would cease and normal provisions relating to a non-OSA position would apply until the officer resumes duties at the one or two officer station; and
 - (B) If called upon by the public at the residence outside of hours (and no other arrangements have been put in place by management to cover the situation), then overtime provisions apply for the time work is performed.
- (e) *Officer relieving in a non-OSA position and NOT remaining in a police residence:*
 - (i) Retain the allowance prescribed at clause 35(2) at the substantive rate for a period of 28 days.
 - (ii) During the 28 day period, none of the entitlements outlined in clause 35(2) would be paid to the officer.
 - (iii) After the 28 day period, the allowance prescribed at clause 35(2) would cease and normal provisions relating to a non-OSA position would apply until the officer resumes duties at the one or two officer station.

62 Part Time Employment – Police Officers

(1) General

- (a) This clause applies to the extent of any inconsistency with the *Family Leave (Queensland Public Sector) Award - State 2012*.
- (b) “CAFI Committee” for the purposes of this clause means the Child and Family Issues Committee network established under the Human Resource Management Manual.
- (c) “Part-time Employee” means an employee, who is engaged to work less than 38 hours per week in accordance with a part-time agreement.
- (d) The option of working rotational shifts is preferred for those employees who, before accessing part time hours, held either a substantive OSA position, or a substantive operational position where regular shift patterns (i.e. rotational) were worked; and the employee is able to work some, but not all, penalty shifts (including weekends).

- (e) A part-time agreement for employees where possible should be proportionately equitable within a roster.
- (f) A part-time employee will not be entitled to a programmed day off (PDO).
- (g) Subject to clause 19 of this Agreement, part time agreements may be negotiated that allows a member to work shifts up to 10 hours in duration. Such part time agreements are not required to work proportionate shifts within that roster.
- (h) Police Officers who are seeking to work part-time for purposes other than attending to family responsibilities must have successfully completed the First Year Constable Program or its equivalent.
- (i) In the situation where both parents apply to work part-time to be the child's primary care giver, only one parent can be the primary care giver at any one time.
- (j) Where a part-time agreement is varied by an adjustment to the weekly/fortnightly hours (and not changing the actual fixed period), it shall not constitute a second period of part-time employment.
- (k) When making a decision regarding a part-time application, the relevant Assistant Commissioner/Executive Director is to consider:
 - (i) The particular circumstances of the employee that give rise to the application;
 - (ii) The impact the refusal of the application may have on the employee and the employee's dependents;
 - (iii) The effect the arrangement might have on the Service, particularly operationally;
 - (iv) Give proper consideration to an application to work part-time upon returning from parental leave;
 - (v) Advice and recommendations of the Region/Command CAFI Committee (RCCC) in relation to the application if consideration is given to not approving the application.
- (l) When considering a part-time application, the employee and the Officer in Charge/Manager should attempt to negotiate mutually agreed changes to the part-time agreement if required to accommodate the needs of both the employee and the Service.
- (m) When negotiating a part time agreement, a police officer may be laterally transferred in order to access part-time hours and meet operational requirements. Applications for such transfers are to be submitted to the Transfer Advisory Committee for consideration in accordance with clauses 49 to 52 of this Agreement.
- (n) The Service will endeavour to advise the employee in writing if the application is approved or not approved within 14 days of the Service receiving the application. The employee and employer may agree to a longer period to consider and negotiate a part-time work agreement.
- (o) Where an employee's application to work part-time is not approved the written advice will detail the reasons for not approving the part-time application.
- (p) Where an employee's application to work part-time is approved, the arrangements for working part-time are to be documented.

(2) **Right of Review Process**

If the part-time application is not approved at the Region/Command level the applicant may refer the application to the Service's Part-Time Committee.

(3) **Role of the Part-Time Committee**

- (a) The role of the Part-Time Committee is to support and re-enforce the Child and Family Issues Committee (CAFI) network and the development of part-time employment policy issues.
- (b) The Part Time-Committee membership will consist of:
 - (i) The Director Workforce Management (or Delegate);

- (ii) The Director Employee Relations (or Delegate);
 - (iii) A nominated representative from the Queensland Police Commissioned Officers Union;
 - (iv) A nominated representative from the Queensland Police Union of Employees.
- (c) The Part-Time Committee will meet at least bi-monthly or more frequently as agreed by the members of that committee.
 - (d) The Service will provide secretariat services to the Part-Time Committee.
 - (e) The Part-Time Committee will reconsider part time applications referred by an applicant as provided for at clause 62(1)(o) herein.
 - (f) The Part-Time Committee may make recommendations in relation to the items referred to at subclause (1)(k) above.
 - (g) In the event that the Part-Time Committee cannot unanimously agree to support or not support a part time application, the matter will be referred to the Executive Director Human Resources for recommendation to the relevant Deputy Commissioner (i.e. Regional Operations or Specialist Operations) or Deputy Chief Executive (Resource Management) who will make a final determination regarding the application.

(4) Part-time Agreement Terms

- (a) The terms of the Agreement to work part-time may be re-negotiated at any time between the part-time applicant and the Officer in Charge/Manager subject to the approval of the relevant Assistant Commissioner.
- (b) A part-time agreement may be for a fixed period or indefinitely. A part-time agreement for an indefinite period will be reviewed annually.
- (c) After a part-time agreement for a fixed period expires, if the employee has not made application for an extension of the agreement or a new agreement, the employee must return to full time employment.
- (d) A part-time member may request to return to full time work before the expiry of a fixed period part-time agreement. Such a request may be approved by the relevant Assistant Commissioner after considering the circumstances and reason for the request. An employee must not return to full time employment until the request under this provision has been approved.

63 Overpayments

- (1) The Service will, in consultation with the shared service provider (SSP), establish a process using the e-mail system to:
 - (a) advise individual employees of any overpayments. (In certain circumstances, such as a significant overpayment, the SSP may provide formal notification of the debt to the employee); and
 - (b) enable an individual employee to advise the Service of any overpayments the employee may be receiving and/or any change in the employee's circumstances that may affect his or her pay (e.g. changed locality, going on/off shift work etc.)
- (2) Where an overpayment has occurred, the SSP will notify the employee by e-mail in accordance with clause 63(1)(a) above, that includes the following information:
 - (a) the amount of the overpayment;
 - (b) the circumstances as to how the overpayment occurred;
 - (c) that the SSP will recover the overpayment in accordance with the repayment terms outlined in clause 63(3) below beginning in a fortnightly pay period that gives the employee at least 2 weeks to submit a case for financial hardship in accordance with clause 63(5) below.

- (3) (a) Except where subclause (4) below applies or where section 396 of the *Industrial Relations Act 1999* applies, repayments will be made at a rate agreed to in writing (includes e-mail) between the employee and the Service. Agreement will not be unreasonably withheld.
- (b) The parties acknowledge that it is the Service policy to request repayments be made by deductions from the employee's fortnightly pay at the rate of 10% of the net overpayment or \$100.00, whichever is the greater; OR the full amount of the outstanding overpayment if it is less than \$100.00.
- (c) Repayments cannot be deducted from any fortnightly pay period until after agreement is reached between the employee and the Service.
- (d) An employee may elect to make greater repayments than those indicated above.
- (4) The balance of all overpayments is to be deducted from any termination payment made to an employee.
- (5) If an employee believes that repayments in accordance with Service policy would cause financial hardship, then the employee may apply in writing (includes e-mail) to the Executive Manager, Payroll, SSP seeking a lower rate of repayment. No repayments will occur until that Manager has considered the application, taking into account:
 - (a) the amount of the overpayment;
 - (b) the period of time as to when an overpayment has occurred;
 - (c) the financial hardship on the employee.
- (6) If an employee is aggrieved by a decision made pursuant to clause 63(5), then the dispute settlement procedures clause of this Agreement applies.

64 Residential Beats

(1) General

- (a) Employees attached to residential police beats will be entitled to an allowance of 18% of each officer's own paypoint in lieu of overtime (including recalls), on-call allowance*, and the shift penalties as prescribed by clause 6.10.4 of the Award. (Employees in receipt of the Beats Allowance remain entitled to weekend and public holiday penalties in the Award)

* On call provisions are not applicable (refer to clause 5.2.8 of the Award)

- (b) A residential beat officer will not be rostered to work outside of their beat area during ordinary hours, unless justifiable (as defined).
- (c) Subject to clause 64(1)(a) above, where a residential beat officer is directed to work in excess of their ordinary hours outside of their beat area, the officer will be paid overtime for such work performed.
- (d) Subject to clause 64(1)(a) above, where a residential beat officer is directed to work a shift outside of their beat area that would otherwise qualify for the 15% shift allowance (afternoon/night on a weekday), then the shift allowance will be paid in addition to the Beats Allowance.
- (e) Subject to clause 48 of this Agreement, the Beats Allowance will be paid to a police officer absent on any form of paid leave whilst the officer remains attached to such beat.

(2) Relieving Arrangements

- (a) *Operational shift officer relieving in a beat and residing in the residential beat residence:*

OSA ceases immediately and the officer receives the Beats Allowance from the commencement of relieving period.

- (b) *Operational shift officer relieving in a beat and NOT residing in a residential beat residence:*

- (i) Retain the OSA at the substantive rate for a period of 28 days (no entitlement to the Beats Allowance);
 - (ii) Overtime and recall provisions would apply for any work performed outside the ordinary working hours;
 - (iii) After the 28 day period, payment of the OSA would cease and the officer would be entitled to weekend, shift and public holiday penalties as well as overtime and recall, as applicable;
 - (iv) There is no entitlement to the Beats allowance as the officer is not residing in the residential beat residence and therefore is not required to assist members of the public after hours.
- (c) *Operational shift officer relieving in a beat and also performing duty at the usual station during the relieving period (equitably participating in an operational shift roster) and NOT residing in a residential beat residence:*

Retain the OSA.

- (d) *An employee in a one or two officer station or youth club relieving in a beat and residing in a residential beat residence:*

The allowance prescribed at clause 35(1) ceases immediately and the officer receives the Beats Allowance from the commencement of relieving period.

- (e) *Officer not in receipt of the OSA or the allowance prescribed at clause 35(1) relieving in a beat and residing in a residential beat residence:*

Payment of the Beats allowance would commence immediately.

- (f) *Residential Beat Officer relieving in an OSA position (and eligible to receive OSA) and remaining in a residential beat residence:*

- (i) Beats allowance ceases immediately and the officer receives the OSA and all other provisions normally relating to an OSA position would apply;
- (ii) If called upon by the public at the residence outside of hours (and no other arrangements have been put in place by management to cover the situation), then overtime provisions apply for the time work is performed;
- (iii) Recall provisions would apply only where the recall is approved by management.
- (iv) These arrangements would continue to apply until officer resumes duties at the Police Beat.

- (g) *Residential Beat Officer relieving in an OSA position (and eligible to receive OSA) and NOT remaining in a residential beat residence:*

- (i) Beats allowance ceases immediately and the officer receives the OSA and all other provisions normally relating to an OSA position would apply;
- (ii) These arrangements would continue to apply until the officer resumes duties at the Police Beat.

- (h) *Residential Beat Officer relieving in a non-OSA position and remaining in a residential beat residence:*

- (i) Retain the Beats Allowance at the substantive rate for a period of 28 days;
- (ii) During the 28 day period:
 - (A) No overtime or on-call allowance will be paid for after hours calls by a member of the public at the residence; and

- (B) No shift penalties would be paid except for weekend and public holiday penalties.
- (iii) After the 28 day period:
 - (A) If called upon by the public at the residence outside of hours (and no other arrangements have been put in place by management to cover the situation), then overtime provisions apply for the time work is performed; and
 - (B) Normal provisions relating to a non-OSA position would apply until the officer resumes duties at the Police Beat.
- (i) *Residential Beat Officer relieving in a non-OSA position and NOT remaining in a residential beat residence:*
 - (i) Retain the Beats Allowance at the substantive rate for a period of 28 days;
 - (ii) During the 28 day period:
 - (A) No overtime or on-call allowance would be paid unless it would be unreasonable not to do so in particular circumstances; and
 - (B) No shift penalties would be paid except for weekend penalties.
 - (iii) After the 28 day period, normal provisions relating to a non-OSA position would apply until the officer resumes duties at the Police Beat.
- (j) *Residential Beat Officer (whilst still performing duties at the Police Beat) is required to work a shift outside of the beat area to supplement the roster at a station or other establishment:*
 - (i) If the officer works overtime in relation to that shift and the overtime was pre-approved (or it was not possible or reasonable for prior approval to be obtained), then overtime will be paid in addition to the allowance;
 - (ii) If the officer is required to work a shift that would otherwise qualify for the 15% shift allowance (afternoon/night on a weekday), then the shift allowance would be paid in addition to the Beats Allowance.

65 Travelling Time – Non-Commissioned Officers

- (1) (a) Where non-commissioned officers are required to undertake travel for official purposes, such travel should occur where possible within normal rostered hours. In the event an employee is required to travel during an employee's own time then the payment for such travel shall be paid at single time.
- (b) As a general rule, in making arrangements for travel, both those organising the travel and those who undertake the travelling should be aware of their respective obligations with respect to health and safety. Both should be satisfied that access to sufficient rest is available between work periods and in determining this aspect, the type and length of duty to be worked either immediately before or after the travelling time together with the distances and conditions of travel to be undertaken are to be given due consideration.
- (c) These provisions do not apply to travelling occurring pursuant to:
 - (i) the provisions of clause 6.9 of the *Police Service Award – State 2012 (Recall to duty)*;
 - (ii) clause 6.11 of the *Police Service Award – State 2012 (Special services)*;
 - (iii) any travelling on transfers - clause 8.1 of the *Police Service Award – State 2012 (Transfers)* continues to apply. However, if the Service requires an employee to travel in their own time on transfer then these travelling time provisions apply;
 - (iv) travel time provided for under clause 61(2)(c) of this Agreement (*One and Two Officer Stations and QPCYWAs*);

- (v) time spent travelling to and from an employee's residence and usual station, section or establishment;
- (vi) where an employee is performing relieving/temporary duty away from the usual station, section or establishment and alternative accommodation is reasonably required, travel between the accommodation and station etc unless exceptional circumstances apply;
- (vii) any period when the movement on travelling has reasonably ceased e.g. obtaining accommodation for the night, arrival at destination; or where proper sleeping facilities exist on the transport and are provided to the employee e.g. berth on a ship or train;
- (viii) travelling outside of Australia.

(2) **General**

- (a) Subject to subclauses (c) and (d) below, travelling time shall mean a period spent in the movement of an employee outside of normal rostered hours from one location to another at the requirement of the Service where the primary objective of the journey is the movement of that employee to the latter location and the employee is not performing a duty en-route.
- (b) The term "duty" in this clause refers to a task that can only legally be performed by a police officer. The mere carrying of accoutrements of office (including weapons) by a police officer does not constitute a "duty" for the purposes of these provisions.
- (c) Where travelling occurs outside of, and continuously following a normal rostered shift, which is required by the Service to complete a duty that commenced or arose during that rostered shift, then overtime is payable for the travelling required to complete the task.
- (d) If an employee is directed to perform duty (which includes those instances outlined in subclause (f) below) away from the employee's usual station, section or establishment and the total travelling time each way is more than 30 minutes in addition to the time (excluding exceptional and unexpected delays) the employee would normally travel to and from the employee's residence and usual station etc, then travelling time is compensated for that excess travelling time. That is, excess travelling time means the travelling time in excess of the employee's normal travel each way to and from work.
- (e) Travelling time includes time reasonably spent waiting for the departure of transport e.g. trains, aircraft.
- (f) Examples of travelling time may include but are not limited to: travelling to and from courses, conferences, court, special events, operations, meetings or panels.

(3) **Compensation for travelling time**

- (a) Travelling time shall be compensated by payment at single time rates calculated on the basis of the period of time to the nearest quarter of an hour that was reasonably taken by the most practicable direct route using approved means of transport. Payments for travel time do not form part of an employee's base salary and are not to be included for the purposes of paying any allowance or penalty pursuant to an industrial instrument.
- (b) Travelling time is not compensated during rostered shifts or overtime.
- (c) Compensation for travelling time does not affect an employee's entitlement to other travelling allowances or expenses that would otherwise apply pursuant to the relevant industrial instrument.

66 Leave without Salary Credited as Service

Conditions for crediting of leave without salary as service shall be in accordance with the Ministerial Directive relating to Leave without Salary Credited as Service issued by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008* as amended.

67 Plain Clothes Duty

- (1) Where an employee is directed to perform duty in plain clothes and that duty does not attract the Clothing Allowance as prescribed at clause 5.2.2 of the Award, the employee shall upon application, be reimbursed for any damage to their clothing during the performance of that duty. The amount of such reimbursement will be what is reasonable and appropriate in the circumstances.
- (2) Should a Court then award the employee with compensation for clothing damage in the prosecution of an offender, the employee will then reimburse the Service the amount paid by the Service or the amount awarded by the Court, whichever is the lesser.

68 Interstate and International Appointments

Police officers with experience in other police jurisdictions will be appointed to the Queensland Police Service as a Constable or Senior Constable at a paypoint to be determined by the Commissioner but no higher than paypoint 2.9.

69 Acknowledgement of Service

Within six months of the certification of this Agreement, it is agreed that a review of the rank insignia across all ranks up to and including Senior Sergeant will commence and will be conducted with the intent of recognising service on a rank in the Queensland Police Service.

70 Operational Shift Allowance Review

Within one month of the certification of this Agreement, a joint review of all operational shift rosters will commence in partnership between the Service and the QPUE.

The parties to this review undertake to identify the number of weekend shifts and public holidays worked throughout an equity year in each operational shift roster and relevant operational circumstances relating to each shift roster.

Where the Service identifies that a roster does not comply taking into account the relevant operational circumstances, the parties will undertake appropriate consultation in an endeavour to maximise compliance. Where the Service is still of the view that the roster is not compliant, the OSA will cease. Discussions will continue in relation to timeframes for removal of the OSA and commencement of payment of penalties where appropriate.

Following the review, where adjustments are needed to be made to rosters, the abovementioned process will apply.

PART EIGHT– PREVENTION AND SETTLEMENT OF DISPUTES

- (1) In the event of any disagreement between the Service and any employee as to the interpretation or implementation of this Agreement, the following dispute prevention and settlement procedures will be followed.
 - (a) The matter is to be discussed between the employee concerned or the employee's representative and the immediate supervisor in the first instance.
 - (b) If the matter is not resolved, it will be referred by the employee or the employee's representative to the appropriate management representative who shall, within 24 hours or as otherwise agreed, arrange a conference to discuss the matter.
 - (c) If the matter remains unresolved, it may be referred by the employee or employee's representative to the Commissioner of the Police Service or his nominee, for discussion and appropriate action.
 - (d) If the matter remains unresolved, it may then be referred by either the employee or the employee's representative to the Queensland Industrial Relations Commission for conciliation of the matter.
 - (e) In accordance with the *Industrial Relations Act 1999*, the Queensland Industrial Relations Commission is empowered to settle the matters in dispute.

- (2) At any step in the above mentioned dispute prevention and settlement procedure an employee is entitled to be represented by an appropriate industrial organisation of employees.
- (3) Whilst the dispute prevention and settlement procedure is being followed:
 - (a) Subject to the provisions of the *Police Service Administration Act 1990*, normal work is to continue except in the case of a genuine safety issue, provided that a police officer shall continue to work normal work where there exists circumstances envisaged by the provisions of clause 6.1.5 and clause 6.1.6 of the *Police Service Award – State 2012*.
 - (b) The status quo existing before the emergence of a dispute is to continue and neither the Service nor the employee is to be prejudiced as to the final settlement of the matter by the continuation of the status quo.
- (4) In the pursuance of the dispute prevention and settlement procedure all relevant information will be provided.

SIGNATORIES

Signed by the Commissioner of the Queensland Police Service

Ian Stewart)

In the presence of:

Beth Margaret Gordon

Signed for and on behalf of the Queensland Police Union of Employees

Ian Levers)

In the presence of:

Gary Patterson

Signed for and on behalf of the Queensland Police Commissioned
Officers' Union of Employees

Steve Imhoff)

In the presence of:

Gary Patterson

Salary Rates

POLICE OFFICERS

	1/07/2013 2.2% Increase		1/07/2014 2.2% Increase		1/07/2015 2.2% Increase	
	<i>Per Fortnight</i>	<i>Per Annum</i>	<i>Per Fortnight</i>	<i>Per Annum</i>	<i>Per Fortnight</i>	<i>Per Annum</i>
CONSTABLE						
1	2,024.70	52,823	2,069.20	53,984	2,114.70	55,171
2	2,115.50	55,192	2,162.00	56,405	2,209.60	57,647
3	2,206.40	57,563	2,254.90	58,829	2,304.50	60,123
4	2,296.90	59,924	2,347.40	61,242	2,399.00	62,588
5	2,387.70	62,293	2,440.20	63,663	2,493.90	65,064
6	2,458.30	64,135	2,512.40	65,547	2,567.70	66,989
SENIOR CONSTABLE						
1	2,528.30	65,962	2,583.90	67,412	2,640.70	68,894
2	2,586.40	67,477	2,643.30	68,962	2,701.50	70,480
3	2,645.90	69,030	2,704.10	70,548	2,763.60	72,100
4	2,707.00	70,624	2,766.60	72,179	2,827.50	73,767
5	2,768.90	72,239	2,829.80	73,827	2,892.10	75,453
6	2,832.60	73,901	2,894.90	75,526	2,958.60	77,188
7	2,897.90	75,604	2,961.70	77,269	3,026.90	78,970
8	2,964.50	77,342	3,029.70	79,043	3,096.40	80,783
9	3,032.60	79,118	3,099.30	80,859	3,167.50	82,638
SERGEANT						
1	3,046.70	79,486	3,113.70	81,234	3,182.20	83,021
2	3,141.20	81,952	3,210.30	83,754	3,280.90	85,596
3	3,204.10	83,593	3,274.60	85,432	3,346.60	87,310
4	3,268.30	85,268	3,340.20	87,143	3,413.70	89,061
5	3,316.30	86,520	3,389.30	88,424	3,463.90	90,371
6	3,403.60	88,797	3,478.50	90,752	3,555.00	92,747
SENIOR SERGEANT						
1	3,551.90	92,667	3,630.00	94,704	3,709.90	96,789
2	3,606.60	94,094	3,685.90	96,162	3,767.00	98,278
3	3,661.20	95,518	3,741.70	97,618	3,824.00	99,765
4	3,707.10	96,716	3,788.70	98,844	3,872.10	101,020
5	3,771.70	98,401	3,854.70	100,566	3,939.50	102,779
INSPECTOR						
1	4,714.70	123,003	4,818.40	125,709	4,924.40	128,474
2	4,746.10	123,822	4,850.50	126,546	4,957.20	129,330
3	4,803.00	125,307	4,908.70	128,064	5,016.70	130,882
4	4,863.40	126,883	4,970.40	129,674	5,079.70	132,526
5	4,923.90	128,461	5,032.20	131,287	5,142.90	134,175
6	5,000.30	130,454	5,110.30	133,324	5,222.70	136,257
SUPERINTENDENT						
1	5,171.50	134,921	5,285.30	137,890	5,401.60	140,924
2	5,273.50	137,582	5,389.50	140,608	5,508.10	143,702
3	5,328.50	139,017	5,445.70	142,074	5,565.50	145,200
4	5,477.40	142,901	5,597.90	146,045	5,721.10	149,259
CHIEF SUPERINTENDENT						
1	5,720.80	149,252	5,846.70	152,536	5,975.30	155,891
2	5,857.90	152,828	5,986.80	156,191	6,118.50	159,627

POLICE LIAISON OFFICERS, BANDPERSONS, ASSISTANT WATCHHOUSE OFFICERS AND QATSIP MEMBERS

	Pay-point	1/07/2013 2.2% Increase		1/07/2014 2.2% Increase		1/07/2015 2.2% Increase	
		<i>Per Fortnight</i>	<i>Per Annum</i>	<i>Per Fortnight</i>	<i>Per Annum</i>	<i>Per Fortnight</i>	<i>Per Annum</i>
OPERATIONAL STREAM							
Level 3	1	1,825.80	47,634	1,866.00	48,683	1,907.10	49,755
	2	1,867.70	48,727	1,908.80	49,799	1,950.80	50,895
	3	1,910.70	49,849	1,952.70	50,945	1,995.70	52,066
	4	1,955.10	51,007	1,998.10	52,129	2,042.10	53,277
Level 4	1	2,039.60	53,212	2,084.50	54,383	2,130.40	55,581
	2	2,105.40	54,928	2,151.70	56,136	2,199.00	57,370
	3	2,172.30	56,674	2,220.10	57,921	2,268.90	59,194
	4	2,238.70	58,406	2,288.00	59,692	2,338.30	61,005
Level 5	1	2,297.50	59,940	2,348.00	61,258	2,399.70	62,606
	2	2,374.10	61,939	2,426.30	63,300	2,479.70	64,694
	3	2,451.20	63,950	2,505.10	65,356	2,560.20	66,794
	4	2,527.90	65,951	2,583.50	67,402	2,640.30	68,884
Level 6	1	2,639.20	68,855	2,697.30	70,371	2,756.60	71,918
	2	2,709.50	70,689	2,769.10	72,244	2,830.00	73,833
	3	2,779.80	72,523	2,841.00	74,120	2,903.50	75,750

STAFF MEMBERS – CONDITIONS OF EMPLOYMENT

ARRANGEMENT OF APPENDIX

PART 1 – PRELIMINARY

Appendix Coverage	1.1
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PART 2 – CLASSIFICATION STRUCTURE

Police Liaison Officers (PLO)	2.1
Assistant Watchhouse Officers	2.2
Police Pipes and Drums Members	2.3

PART 3 – HOURS OF WORK, ROSTERING, OVERTIME

Non Shift Employees

Hours of Work	3.1
Accumulated Time Arrangements (ATA)	3.2
Overtime	3.3
Rest Days	3.4
Penalties for Weekend Work	3.5
Occasional Shift Work Performed by a Non-Shift Employee	3.6

Shift Employees

Hours of Work	3.7
Overtime	3.8
Shift Allowance	3.9
Penalties for Weekend Work	3.10
Public Holidays	3.11
Combining of Penalties	3.12

PART 4 – ALLOWANCES

On Call Allowance – Staff Members	4.1
Recall – Staff Members on Call	4.2
Locality Allowance – Assistant Watchhouse Officers	4.3
Clothing Allowance – Staff Members	4.4

PART 5 – ANNUAL LEAVE

Annual leave for Continuous Shift Workers – Staff Members	5.1
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PART 6 – MISCELLANEOUS

Higher Duties	6.1
Part Time Employment – Staff Members	6.2

PART 1 – PRELIMINARY

1.1 Appendix Coverage

This Appendix shall apply to Police Liaison Officers, Queensland Aboriginal and Torres Strait Islander Police, Assistant Watchhouse Officers and Employees of the Police Pipes and Drums Band.

PART 2 – CLASSIFICATION STRUCTURE

2.1 Police Liaison Officers (PLO)

The following is the classification and pay structure for PLO's.

PLO's OO4

Senior PLO 1 [Subject to below requirements]	OO5.1
Senior PLO 2 [Subject to below requirements]	OO5.2
Coordinator [Subject to below requirements]	OO5.3

- (1) After four years experience gained through any continuous service as a PLO with the Service, together with 100 CAP points, satisfactory PPA, and the required integrity checks, a PLO will be entitled to be paid the equivalent of OO5.1 and be appointed as a Senior PLO.
- (2) A Senior PLO 1 with 2 years continuous service as such may progress and be appointed to a Senior PLO 2. The criteria will be a further 100 CAP points, satisfactory PPA, and the required integrity checks. The salary for Senior PLO 2 is OO5.2.
- (3) There is no restriction on the time frame for completing CAP. However, the PPA should apply to the period immediately preceding the movement to Senior PLO 1 or 2.
- (4) There are no further increments available to a Senior PLO beyond OO5.2.
- (5) Appointments to a PLO Coordinator position is by merit only. The commencing paypoint is OO5.3 (PLO Coordinator Level 1).

2.2 Assistant Watchhouse Officers

- (1) Financial recompense of \$42.80 per fortnight will be paid to Assistant Watchhouse Officers (AWOs) who meet the following requirements:
 - (a) obtain an accredited relevant qualification at Diploma level (AQF V) or higher achieved through training and assessment of competencies (including recognition of current competencies); and
 - (b) reach the maximum paypoint within the classification level of OO4; and
 - (c) spend one calendar year on the maximum paypoint (or, in the case of part time or casual employees have spent at least one calendar year and worked 1200 hours at the maximum paypoint).
- (2) After two years experience gained through any continuous service as an AWO at OO4.4 with the Service, together with 100 CAP points, satisfactory PPA, and the required integrity checks, an AWO will be entitled to be paid the equivalent of OO5.1 and be appointed as a Senior AWO. There are no further increments available to a Senior AWO beyond OO5.1.

2.3 Police Pipes and Drum Members

After two years experience gained through any continuous service as a Bandperson at OO4.4 with the Service, together with 100 CAP points, satisfactory PPA, and the required integrity checks, a Bandperson will be entitled

to be paid the equivalent of OO5.1 and be appointed as a Senior Bandperson. There are no further increments available to a Senior Bandperson beyond OO5.1. As at the date of certification of this Agreement, the Drum Sergeant and the Pipe Major are remunerated at OO6 level.

PART 3 – HOURS OF WORK, ROSTERING, OVERTIME

Non Shift Employees

3.1 Hours of Work

- (1) The ordinary hours of work will be an average of 38 hours per week excluding an unpaid meal break of 30 minutes and will be worked continuously between 6 am and 6 pm over any five consecutive days in seven days (i.e. Saturday to Friday inclusive):

Provided that an employee's daily starting and ceasing times will be by agreement with the employee's supervisor, and any arrangement to work regular hours in excess of the standard day does not attract overtime consideration.

- (2) Staff members have access to time off for time worked in excess of 152 hours per 28 day accounting period to be taken at a time convenient to the employee and the Service. Starting and ceasing times are to be agreed with the supervisor.
- (3) For the purposes of clause 6.1.7 of the *Employees of Queensland Government Departments (Other Than Public Servants) Award – State 2012*, preparation for starting and finishing work also applies to employees who are required to change clothing for the purposes of employment.

3.2 Accumulated Time Arrangements (ATA)

- (1) ATA will operate on the basis of a 28 day accounting period and applies to non-shift workers only (including those non-shift workers who occasionally are required to work shift work in order to meet operational requirements). ATA does not apply to casual employees and will only apply to part-time employees in exceptional circumstances and by mutual agreement.

Provided that where the granting of ATA time-off creates difficulties in managing the work flow, the Service has discretion to pay for any approved extra time.

- (2) ATA may be accumulated for authorised work performed by an employee:
 - (a) in excess of a standard day; or
 - (b) outside the 6 am to 6 pm spread of hours; or
 - (c) when recalled for duty; or
 - (d) on public holidays or days substituted in lieu (excluding Labour Day), rest days, weekends or concessional days.
- (3) In the context of accumulation of time (to be taken at a later date), it should be noted that overtime may also be paid for work performed in excess of 10 hours per day; or for work performed outside the spread of hours; or for hours worked in excess of the maximum accumulated time in a 28 day period. The options to pay overtime or to grant time off in lieu of such overtime are addressed in the overtime clause at clause 3.3 of this Part.
- (4) In lieu of accumulating time pursuant to ATA, employees may be paid overtime rates where the Commissioner (or supervisor with the delegated authority) has approved the payment is appropriate in accordance with subclause (5) herein.
- (5) The approval of the Commissioner will be unfettered and will only be given based on persuasive evidence, including the following:
 - (a) steps taking by relevant managers to appropriately manage ATA in the past;

- (b) explanation as to why those steps have been ineffective;
 - (c) explanation as to consideration of other options to approximately manage ATA;
 - (d) operational impacts, and
 - (e) budgetary implications.
- (6) Accumulation of time and access to time off will be subject to the approval of the employee's supervisor taking into account relevant operational requirements. However, approval must not be unreasonably refused.

Whilst ATA is to be managed for the dual benefits of the Service and employees, it is the supervisors responsibility to maintain control over the accumulation of time and the taking of time off to ensure that, subject to operational requirements, employees are provided with the ability to take accrued time off in order to avoid forfeiting any excess hours held in credit.

- (7) An employee may not accumulate time unless work is available for the employee to perform and such work is performed during the period.
- (8) Employees are required to enter on their time sheets starting and ceasing times (including meal breaks) rounded to the nearest fifteen minutes (i.e. on the hour, or 15, 30 or 45 minutes past the hour).
- (9) The following conditions apply:
- (a) Time accumulated by an employee during an accounting period or roster may be taken in the form of time off during that same accounting period or roster; or, subject to paragraphs (e) and (f) herein, may be carried forward to the next accounting period.
 - (b) Time off cannot be accessed unless the employee has accumulated the equivalent amount of time in credit.
 - (c) Time off will not be taken in periods of less than 15 minutes' duration.
 - (d) Time off of up to 30.4 hours may be allowed in any 28 day period.
 - (e) The maximum carry over of hours between accounting periods or rosters is 15.2 hours. No payment will be made for any excess hours: that is, such excess hours will be forfeited unless paragraph (f) herein applies.
 - (f) Provided that the Commissioner may approve a carry-over of hours or part thereof in excess of 15.2 hours for an employee in the following circumstances:
 - (i) where such employee was refused time off and hence exceeded the maximum carry-over limit as specified above due to a specific direction by the Commissioner to the employee to work certain hours; or
 - (ii) where an unforeseen absence on sick leave or other approved leave occurs upon days immediately preceding the end of an accounting period or roster.

Provided that any such carried forward excess time should be taken as time off during the next accounting period or roster.

- (10) The Commissioner may direct employees to work the hours of a standard day where an employee's time management is unsatisfactory. Any authorised time worked in such circumstances in excess of the hours of a standard day (subject to overtime cut-off) will be paid as overtime.

Action in relation to unsatisfactory time management which leads to a direction to work the hours of a standard day should be addressed as outlined in Management of Diminished Work Performance (MDWP), as contained in Service policy.

- (11) In the event of an employee's employment ceasing for any reason whatsoever, there will be no payment for the balance of time accumulated at the date of separation, unless access to time off has been denied by the Service.

Any employee who is to be paid out in accordance with the terms of this clause will receive such payment at the ordinary rate of pay of up to the equivalent of four standard days.

3.3 Overtime

- (1) Except for those employees directed to work the hours of a standard day, overtime applies when time is worked in excess of 10 hours per day, or outside the spread of hours.
- (2) The Commissioner will determine whether overtime is to either be paid or compensated for in the form of equivalent time off in lieu.
- (3) Employees remunerated above the salary for the Queensland Public Service classification level AO5.4 are not entitled to paid overtime but are compensated for overtime in the form of equivalent time off in lieu in accordance with the Ministerial Directive relating to Hours and Overtime as amended from time to time.
- (4) Where time is taken as time off in lieu, it is managed in accordance with the Accumulated Time Arrangements.
- (5) Where an employee is paid overtime, there is no entitlement to time off in lieu at a later date.
- (6) Subject to approval, where overtime is payable, it may be compensated by a combination of time off in lieu (in accordance with ATA arrangements) and a paid component.
- (7) An employee recalled to perform duty after completing ordinary hours or at least two hours prior to commencing ordinary hours will be compensated either by the payment at overtime rates (where applicable) with a minimum payment of two hours or by accumulation of time in accordance with clause 3.2 of this Part:

Provided that, for the purposes of this subclause, the term "ordinary hours" means those hours which fall between the agreed nominal starting and finishing times of individual employees on a daily basis.

- (8) Where applicable, overtime will be paid at the following rates:

Monday to Saturday:

Time and a-half for the first three hours and double time thereafter.

Sunday:

Double Time.

- (9) Subject to subclauses (2) to (6) herein, an employee directed to work overtime on either the first, third, fifth or seventh rest days during an accounting period will be paid at the rate of time and a-half for the first three hours and double time thereafter with a minimum of two hours' work or payment therefore.
- (10) Subject to subclauses (2) to (6) herein, an employee directed to work overtime on either the second, fourth, sixth or eighth rest days during an accounting period will be paid at the rate of double time, with a minimum of two hours' work or payment therefore.
- (11) Subclauses (9) and (10) herein do not apply to work performed on an employee's accumulated day off as a result of such employee working ordinary hours over less than five days in any week.
- (12) Subject to subclauses (2) to (6) herein, an employee directed to work on such employee's accumulated day off will be paid for such work at the rate of time and a-half for the first three hours and double time thereafter with a minimum of two hours' work or payment therefore.

An employee directed to work on an accumulated day off and paid for such work at overtime rates will not be entitled to an additional day off in lieu.

3.4 Rest Days

- (1) Unless otherwise agreed and/or subject to operational requirements, each employee will be allowed two whole consecutive rest days off in each week.
- (2) Provided that in lieu of two whole days off in each week, an employee may be allowed in each fortnightly period either one day off in one week and three consecutive days off in the other week or four consecutive days off.
- (3) Provided further that two consecutive days off, one at the end of one week and one at the beginning of the following week may be counted as meeting the requirements of this clause.

3.5 Penalties for Weekend Work

- (1) All ordinary time worked between midnight Friday and midnight Saturday will be paid for at the rate of time and a-half. All ordinary time worked between midnight Saturday and midnight Sunday will be paid for at the rate of double time.
- (2) Provided further that with agreement between the Commissioner and the employee concerned, an employee may be compensated by, in addition to the payment of salary at ordinary rates for that day, being allowed to take equivalent time off in lieu of being paid the applicable penalty as follows:
 - (a) Payment in accordance with stipulated penalty; or
 - (b) Payment for the weekend day at ordinary rates of pay PLUS time off in lieu (under the terms of the Accumulated Time Arrangements outlined at clause 3.2 of this Part).

In option (b) above, time off in lieu is accumulated on the basis of equal time for actual time worked.

3.6 Occasional Shift Work Performed by a Non-Shift Employee

- (1) Where management determines that operational requirements occasionally require non-shift employees to work outside their ordinary hours of work, such employees may be compensated as shift workers for such period subject to mutual agreement by the employees affected. The mutual agreement must be recorded in writing, signed by the employees and the relevant supervisor, and filed on the employee's personnel file.
- (2) During such occasional shift work periods the employees will continue to have access to accrued ATA, and will be paid overtime (if applicable) at the non-shift worker rate.
- (3) The conditions applying to these arrangements are limited to the payment of afternoon or night shift allowances and/or weekend penalty rates which are prescribed in clauses 3.9 and 3.10 of this Part.

Shift employees

3.7 Hours of Work

- (1) Employees will work day, afternoon and/or night shifts so that the ordinary hours do not exceed 152 hours over a four week period:

Any arrangement to work regular hours in excess of the standard day does not attract overtime consideration.
- (2) The ordinary working hours will be worked in accordance with the following:
 - (a) A "day shift" commences at or after 6 am and before 12 noon;
 - (b) An "afternoon shift" commences at or after 12 noon and before 6pm;
 - (c) A "night shift" commences at or after 6 pm and before 6 am.
- (3) Employees will be notified of their rostered hours at least one week in advance of the roster:

Provided that notification by 1 pm on Monday shall be sufficient notification for the roster commencing on the following Saturday.

(4) Changes within a roster will be by agreement between the Commissioner and the employee concerned but failing agreement 24 hours' notice of a change of roster will be given where justifiable. Approval may also be given to a change to rostered shifts where mutually agreed between one employee and another.

(5) No shift worker will perform more than two consecutive shifts.

If work is undertaken on the second of two consecutive shifts and such work is to be compensated by paid overtime, such payment will be paid at double time (i.e. the overtime rate for shift workers).

(6) For the purposes of clause 6.1.7 of the *Employees of Queensland Government Departments (Other Than Public Servants) Award – State 2012*, preparation for starting and finishing work also applies to employees who are required to change clothing for the purposes of employment.

3.8 Overtime

(1) Overtime applies to all approved time worked in excess of the ordinary rostered hours of work.

(2) The Commissioner will determine whether overtime will either be paid or compensated for in the form of equivalent time off in lieu:

Provided that, unless justifiable (as defined), 14 days' notice is given when overtime is to be remunerated in the form of equivalent time off in lieu.

(3) An employee recalled to perform duty after completing an ordinary shift or at least two hours prior to commencing an ordinary shift will be paid at overtime rates (if applicable) with a minimum payment of two hours.

(4) Shift workers will be paid for overtime at the rate of double time.

3.9 Shift Allowance

Subject to clause 3.12 of this Part, employees who work afternoon or night shifts (Monday to Friday inclusive) will be paid 15% per shift in addition to the ordinary rate:

Provided that the afternoon and night shift allowance does not apply to shift work performed where clauses 3.10 and 3.11 of this Part apply.

3.10 Penalties for Weekend Work

Subject to clause 3.12 of this Part, all ordinary time worked between midnight on Friday and midnight on Saturday will be paid for at one and a-half times the ordinary rate; and all ordinary time worked between midnight on Saturday and midnight on Sunday will be paid for at the rate of double time.

3.11 Public Holidays

(1) Public holidays, whether work is done upon them or not shall be on full pay.

(2) Subject to clause 3.12 of this Part, all work performed by any employee on a public holiday is paid for at the rate of double time and a half with a minimum of 4 hours.

(3) All employees (other than casual employees) who work in accordance with shift work provisions, if rostered off on any public holiday shall be paid an additional day's wage for each such day on which the employee is rostered off.

Provided that the additional days' wage prescribed herein is payable during a period of leave where the public holiday coincides with a rest day or day off in lieu.

(4) Public holidays that coincide with a rostered shift are not debited against an employee's leave balances where they fall during a period of leave.

3.12 Combining of Penalties

Penalties payable in accordance with clauses 3.9, 3.10 and 3.11 above are applied for the duration of the relevant shift based on the penalty payable at the starting time of the shift, e.g. a shift commencing on a Saturday at 10 pm and concluding at 6 am on Sunday attracts payment for the entire shift at the Saturday rate of time and a-half.

Different penalty rates are not paid for the same continuous period of work.

PART 4 – ALLOWANCES

4.1 On Call Allowance – Staff Members

- (1) Clause 5.10.2 of the *Employees of Queensland Government Departments (Other Than Public Servants) Award – State 2012* applies, except as amended by this clause.
- (2) The relevant PO3.4 hourly rate used in calculation for the following scale shall be calculated in accordance with the current *State Government Departments Certified Agreement (Core Agreement)*.
- (3) The following scale applies.
 - (a) Where the employee is on call throughout the whole of a rest day, rostered day off or a statutory holiday - 95% of the PO3.4 hourly rate in respect of such instances;
 - (b) Where an employee is on call during the night only of a rest day, rostered day off, an accrued day off or statutory holiday - 60% of the PO3.4 hourly rate per night; and
 - (c) Where an employee is on call on any other night - 47.5% of the PO3.4 hourly rate per night;
- (4) For the purposes of this clause, a “night” is deemed to consist of those hours falling between 6.00pm and 6.00am or mainly between such hours.
- (5) Where practicable the Commissioner will not require an employee to be continuously available on call for a period in excess of six weeks.

4.2 Recall – Staff Members on Call

Work performed on recall on rest days or public holidays may, at the employee's option be granted time off at a mutually convenient time, equivalent to the number of hours worked. Such time will be calculated as from home and back to home.

4.3 Locality Allowance – Assistant Watchhouse Officers

Locality Allowance as per clause 31 of this Agreement is paid to Assistant Watchhouse Officers.

4.4 Clothing Allowance - Staff Members

- (1) The clothing allowances prescribed at clause 5.2.2(a)&(b) of the Award apply.
- (2) Where a Staff Member:
 - (i) has obtained a certificate from a legally qualified medical practitioner confirming pregnancy; and
 - (ii) is physically unable to wear a full uniform;such employee is entitled to wear plain clothes and receive the fortnightly clothing allowance as prescribed above.
- (3) Staff Members required to wear stockings as part of uniform will be entitled to the stocking allowance as prescribed above.

PART 5 – ANNUAL LEAVE

5.1 Annual Leave for Continuous Shift Workers – Staff Members

Annual leave for continuous shift workers in accordance with Clause 7.1.2 of the *Employees of Queensland Government Departments (Other Than Public Servants) Award – State 2012*, only applies after the employee has been engaged on such work for at least a 28 consecutive calendar day period.

PART 6 – MISCELLANEOUS

6.1 Higher Duties – Staff Members

- (1) Where an employee who is temporarily filling a position is absent on paid leave or ATA, such time off is not deemed to interrupt the period of higher duties if the employee returns to the relieving after the completion of the ATA/leave.
- (2) If an employee is on higher duties and does not return to same after accessing ATA, then such period of higher duties is interrupted and has in fact ceased at the commencement of ATA. Consequently, higher duties are not payable for ATA in such a situation.

6.2 Part-Time Employees – Staff Members

Where it is essential for a part-time employee to work beyond the daily approved part-time hours, the excess hours may be compensated for either in accordance with the ATA Arrangements or by an additional payment for the extra hours at the ordinary hourly rate of pay plus a loading of 1/12th of the hourly rate in lieu of annual leave. The Commissioner will determine the method by which such excess time shall be compensated.

OFFICERS IN CHARGE – CATEGORIES AND PAYPOINT ACCESS**(1) Application and Purpose**

- (a) This Appendix applies to an Officer in Charge (OIC) of a station, branch, section or establishment and details the following entitlements:
 - (i) Duties and responsibilities (criteria) for qualification as an OIC;
 - (ii) Paypoint access for an OIC; and
 - (iii) OIC categories for the purpose of determining which OIC allowance should apply, as prescribed by clause 33 of this Agreement.

(2) This Appendix does not apply to one and two officer stations, QPCYWAs or Residential Beats.

(3) Entitlements prescribed in this Appendix will only apply where there is a genuine and demonstrated reporting relationship of staff to an OIC position.

(4) Definitions

- (a) **CIB** means Criminal Investigation Branch.
- (b) **CPIU** means Child Protection and Investigation Unit.
- (c) **DETO** means District Education and Training Office.
- (d) **EORT** means Explosive Ordinance Response Team.
- (e) **FCU** means Forensic Crash Unit.
- (f) **Number of Staff:** The number of staff reporting to an OIC will be based on the approved strength for the station or section and will be considered “approved strength” from the date an employee takes up duty in the position.
- (g) **RES** means Radio and Electronics Section.
- (h) **PSRT** means Public Safety Response Team.
- (i) **SARCIS** means Stock and Rural Crime Investigation Squad.
- (j) **Section:** Branches, sections or establishments are referred to as “sections”.
- (k) **SERT** means Special Emergency Response Team.
- (l) **SOC** means Scenes of Crime.
- (m) **Staff:** The term “staff” will refer to the following employee classifications:
 - (i) Sworn police officers;
 - (ii) Staff members covered by this Agreement;
 - (iii) Communications Room Operators;
 - (iv) Assistant Intelligence Officers;
 - (v) Station Client Service Officers; and

(vi) As agreed between the Service and the QPUE from time to time, unsworn members performing functions and duties previously performed by sworn police officers, as a result of civilianisation.

(n) TCS means Tactical Crime Squad.

(5) Only One OIC

Only one Sergeant or Senior Sergeant may be approved as OIC. An OIC entitlement cannot be approved if a section is the primary responsibility of a Commissioned Officer.

(6) Duties and Responsibilities of an OIC

An OIC must perform and be responsible for the following types of duties:

- (a) operationally and administratively command, plan, organise, administer, control, co-ordinate and supervise the activities of the station or section;
- (b) manage and provide leadership to the station or section on a day to day basis, including controlling the available resources and making the day to day management decisions concerning these functions; and
- (c) have responsibilities for the staff in the station or section for issues such as performance management, risk management, EEO, welfare, OH&S, and leave approvals.

(7) Types of Sections that Qualify a Sergeant or Senior Sergeant as an OIC

(a) In order for a Sergeant or Senior Sergeant to qualify as an OIC of a section, the section that they are responsible for must meet one of the following criteria:

(i) The section must be operational where subordinate officers to the OIC are in receipt of the OSA; or, if because the section is too small they do not qualify for OSA payment, it must be an operational section in which the subordinates must work a shift work pattern involving at least afternoon shifts and weekend shifts;

AND/OR

(ii) The section must be listed below and have at least 1 subordinate to the OIC:

- CIB; CPIU; Watchhouses; Traffic; PSRT; Water Police; Communications; and the following Squads:- Diving, Mounted Police, EORT, Railway, Dog, SERT, Stock Squad or SARCIS, on the basis that subordinates are working a shift work pattern referred to herein.
- Prosecutions; Radio and Electronics; Scientific; Photographics; Fingerprints; Electronic Recording; Enquiries Sections; Intelligence Sections; and District Education and Training Offices (DETO) on the basis that subordinates are not necessarily required to work a shift work pattern.

AND/OR

(iii) Not work in one of the Sections listed above in (ii); be a designated Officer in Charge; have at least 1 subordinate; and perform all of the duties and responsibilities listed above in subclause (6).

Any OIC who meets these criteria shall be paid the applicable allowance.

(8) Station OIC - Sergeants

Sergeant OIC Categories and Paypoint Access	
Allowance payable (Refer clause 33 of this Agreement)	Highest paypoint accessible (Refer to Appendix 1 of this Agreement)
Category B	Sergeant Paypoint 6

(9) Station OIC – Senior Sergeants

Senior Sergeant OIC Categories and Paypoint Access		
Number of staff excluding the OIC	Allowance payable (Refer clause 33 of this Agreement)	Highest paypoint accessible (Refer to Appendix 1 of this Agreement)
Up to 75 staff	Category B	Senior Sergeant Paypoint 5
76 or more staff	Category C	Senior Sergeant Paypoint 5

(10) Section OIC - Sergeants

The following table prescribes the number of staff required in a section to determine the relevant OIC category allowance payable and the highest paypoint accessible by a Sergeant OIC:

Sergeant OIC Categories and Paypoint Access		
Number of staff excluding the OIC	Allowance payable (Refer clause 33 of this Agreement)	Highest paypoint accessible (Refer to Appendix 1 of this Agreement)
1 to 3 staff	Category A	Sergeant Paypoint 5
4 to 7 staff	Category A	Sergeant Paypoint 6
8 or more staff	Category B	Sergeant Paypoint 6

(11) Section OIC - Senior Sergeants

The following table prescribes the number of staff required in a section to determine the relevant OIC category allowance payable and the highest paypoint accessible by a Senior Sergeant OIC:

Senior Sergeant OIC Categories and Paypoint Access		
Number of staff excluding the OIC	Allowance payable (Refer clause 33 of this Agreement)	Highest paypoint accessible (Refer to Appendix 1 of this Agreement)
12 to 15 staff (less than 12 staff if the section performs a district function)	Category A	Senior Sergeant Paypoint 4
16 to 21 staff	Category B	Senior Sergeant Paypoint 4
22 to 75 staff	Category B	Senior Sergeant Paypoint 5
76 or more staff	Category C	Senior Sergeant Paypoint 5

(12) Stations and Sections with Designated Officer In Charge Positions

A complete current listing of stations and sections with designated OIC positions is available on the Service's intranet. This listing is subject to amendment as a consequence of organisational changes such as increasing/decreasing the size of sections and the commissioning or decommissioning of stations etc.

(13) Progression Arrangements for Designated Officer In Charge Positions

Paypoint access for designated OIC positions is subject to the progression arrangements contained in clause 13(5) of this Agreement.

QUEENSLAND POLICE SERVICE SICK LEAVE BANK ARRANGEMENTS

ARRANGEMENT OF APPENDIX

PART 1 – PRELIMINARY

Title	1.1
Appendix Coverage	1.2
Statement of Objectives	1.3
Definitions	1.4

PART 2 – OPERATIONS OF THE SICK LEAVE BANK

Eligibility	2.1
Benefits	2.2
Function of Committee	2.3
Contributions to Bank	2.4
Balance of Bank	2.5
Approval Process	2.6
Administrative Instructions	2.7
Standard Conditions for Payment of Benefits	2.8
Reconsideration of Decisions/Disputes	2.9

PART 1 – PRELIMINARY

1.1 Title

This Appendix shall be known as “Queensland Police Service Sick Leave Bank Arrangements”.

1.2 Appendix Coverage

This Appendix shall apply to the Service (as the employer) as defined herein, and to all sworn members whose salaries and rates of pay are prescribed by the prevailing industrial instrument.

1.3 Statement of Objectives

The Sick Leave Bank is established for the purpose of assisting sworn members who are genuinely unable to discharge their normal duties due to a chronic and/or long term medical condition and who have exhausted all their sick leave benefits as prescribed by the prevailing industrial instrument.

1.4 Definitions

- (1) "Bank" shall mean the Sick Leave Bank.
- (2) "Contributions" shall mean those days (being of 7.6 hours each) determined by the Committee to be credited to the Bank, such days being deducted from a sworn member's accrued sick leave balance.
- (3) "Committee" shall mean the Sick Leave Bank Consultative Committee which shall administer the Bank.
- (4) "Prevailing industrial instrument" shall mean the current *Queensland Police Service Certified Agreement 2013*, and in the event of there being no agreement, the *Police Service Award – State 2012* as amended or replaced from time to time.
- (5) "Representative" shall mean a person nominated by the Service or Unions to be a member of the Committee.
- (6) "Service" shall mean the Queensland Police Service.
- (7) "Unions" shall mean the Queensland Police Union of Employees and The Queensland Police Commissioned Officers' Union of Employees.

PART 2 – OPERATIONS OF THE SICK LEAVE BANK

2.1 Eligibility

- (1) Access to the benefits of the Bank is subject to the consideration and approval of the Committee.
- (2) Acceptance of such benefits means that a sworn member accepts all of the conditions outlined in this Appendix.
- (3) Such sworn member shall agree to certain conditions of approval by completing the form QP400 *Application for Access to Sick Leave Bank Entitlements and Authority to Release Medical Information and Documents* within one month of the commencement of such benefits.

2.2 Benefits

- (1) A sworn member who is in receipt of benefits from the Bank for any period, shall, for such period, be paid salary and allowances in accordance with the provisions of the prevailing industrial instrument.
- (2) Unless the Sick Leave Bank committee determines otherwise on a case-by-case basis, payment will not be made for the first 5 days of an absence unless that absence is part of an extended period of sick leave. An “extended period” of sick leave will mean the utilisation of a minimum of 5 days personal sick leave immediately prior to application for Sick Leave Bank benefits.
- (3) Accrual of annual leave, long service leave and sick leave ceases after the expiration of the first 3 continuous months that the sworn member is in receipt of full benefits from the Bank.
- (4) Payment of Consolidated Allowances:
 - (a) Consolidated allowances will be paid for the first 26 weeks that an employee is in receipt of benefits from the Bank. Consolidated allowances are Operational Shift Allowance, Residential Beats Allowance, One and Two Officer and Youth Clubs Allowance and Stock and Rural Crime Investigation Squad Allowance.
 - (b) Where the absence will extend beyond 26 weeks, the Assistant Commissioner or Director will assess on a case by case basis whether the payment of the consolidated allowance should continue beyond 26 weeks, or whether it should cease.
 - (c) If the Assistant Commissioner or Director has assessed that the payment of the consolidated allowance should cease, prior to any changes being made to an employee’s pay, the Assistant Commissioner or Director is to forward this assessment to the Sick Leave Bank Committee.
 - (d) The Sick Leave Bank Committee will consider and decide cases in the same way that it decides other Sick Leave Bank matters and is to consider the grounds provided by the Assistant Commissioner or Director, plus any additional information it may have or seek prior to reaching a final decision.
 - (e) The Sick Leave Bank Committee’s decision on the payment of the consolidated allowance is to be implemented for extensions in excess of 26 weeks but no longer than 52 weeks. Provided that during this period, the Assistant Commissioner or Director may return a case to the Sick Leave Bank Committee for reconsideration where new/additional information is provided.
 - (f) The Service may make the determination to cease the payment of the consolidated allowance beyond 52 weeks.
 - (g) Notwithstanding the above provisions, subject to clause 48 of this Agreement the Commissioner will consider applications submitted by the relevant Assistant Commissioner and/or Executive Director to remove from an officer any consolidated allowance entitlements after 28 days in circumstances where:
 - (i) it is established that an employee is not bona fide in their application for continued sick leave and/or;

- (ii) the officer fails to participate in a rehabilitation plan approved by the Service and the member's treating physician unless there is a contrary reason which is acceptable to the Commissioner.

2.3 Function of Committee

(1) Composition of Committee

- (a) The Committee shall consist of voting representation as follows:
 - (i) one (1) representative of the Service, who shall chair meetings of the Committee;
 - (ii) one (1) representative of the Queensland Police Union of Employees; and
 - (iii) one (1) representative of The Queensland Police Commissioned Officers' Union of Employees.

Where a vote is required to make a decision, voting Committee members shall have equal voting power, and the decision of a majority shall prevail.

- (b) The Committee shall also have a non-voting Secretary from the Service who shall perform duties which include management the administration of the Bank, attendance at all meetings, the taking of minutes. In addition, the Secretary shall undertake any other necessary duties at or between meetings.

- (c) The Committee may also consist of non voting representation on a case by case basis as follows:

- (i) a representative of the Service who has appropriate case management experience;
- (ii) any other person who could assist on a particular issue.

- (2) Where practicable, new Committee members shall be accompanied by a former representative during initial Committee meeting(s), to assist in instruction in terms of the goals, objectives and processes of the Committee and the Bank.

- (3) The Committee shall meet as often as is required for the proper operation of the Bank but at an interval of no more than two months.

Provided that upon the written application of any Committee member to that effect a meeting shall be held at the first reasonable opportunity.

- (4) The Service and Unions by request shall be provided with all data that is collected in relation to the absenteeism monitoring of sworn members of the Service.

2.4 Contributions to Bank

- (1) A sworn member shall contribute in accordance with the following:

- (a) As from the commencement of any financial year, all sworn members shall contribute to the Bank the number of hours of accrued sick leave as determined on an annual basis by the Committee.

Provided that the contribution of a sworn member in receipt of the Bank's benefits at the time of annual contribution is waived.

- (b) A newly sworn member shall immediately contribute two (2) days of sick leave, and thereafter shall contribute in accordance with the provisions of this Appendix.
- (c) Subject to a viable balance being held by the Bank, the Committee reserves the right to waive the annual contribution as outlined in (a) herein.

2.5 Balance of Bank

- (1) On the date of commencement of this Appendix, the Bank shall start with the balance as reported at the previous Sick Leave Bank meeting.
- (2) A balance sheet setting out the income, expenditure and balances of the Bank for the preceding financial year shall be published in the *Queensland Police Gazette* during the month of July in each year.
- (3) The balance of the Bank at the end of each financial year shall be carried forward to the next year.
- (4) The sick leave which accrues during the first three continuous months that the sworn member is in receipt of full benefits of the Bank shall be credited to the balance of the Bank. Sick leave does not accrue after the expiration of this period.

2.6 Approval Process

The Service shall ensure that the Committee is able to consider benefits in advance of the period of leave in question wherever possible.

Provided that an initial application for benefits may be considered retrospectively.

2.7 Administrative Instructions

The Committee has the authority to develop, apply and amend the Police Sick Leave Bank Administrative Instructions from time to time.

2.8 Standard Conditions for Payment of Benefits

- (1) In accordance with applicable legislation, the privacy of a sworn member's medical information shall be protected at all times.
- (2) The Committee reserves the right to refuse, withdraw or amend benefits accorded to a sworn member. In the following examples, (but not limited to those examples), the employee will not be entitled to benefits and, if in receipt of benefits, those benefits shall be withdrawn:
 - (a) does not maintain a reasonable level of contact with the Service to the satisfaction of the Committee. "Reasonable level of Contact" shall mean at least weekly telephone contact initiated by the member to a person nominated by the Service along with timely provision of all medical certificates and Doctors reports.

Provided that, in appropriate circumstances and when approved by the Committee, such contact may be maintained indirectly through another nominated contact person;
 - (b) does not reciprocate contact offered by the Service within 24 hours or, in extenuating circumstances, within a timeframe to the satisfaction of the Committee;
 - (c) does not ensure sufficient and current contact details have been supplied to the Service at all times to the satisfaction of the Committee;
 - (d) does not comply with the deadline set by the Committee for the receipt of medical certification;
 - (e) subject to privacy legislation, does not authorise the Committee to be provided with any information and documents relevant to that sworn member's physical or mental health which are available from any medical practitioner or any other source;
 - (f) does not participate in a rehabilitation plan approved by the Service and the sworn member's treating physician unless there is a contrary reason which is acceptable to the Committee;
 - (g) gains or participates in outside (or secondary) employment without the approval of the Committee;
 - (h) undertakes study or tuition outside the Service without the approval of the Committee;
 - (i) moves to another location that prevents the member from participating in a rehabilitation plan;

- (j) does not participate in return-to-work/medical retirement discussions when requested by the Committee.
- (3) Where injury or illness results from activity relating to work, a claim must be lodged immediately by the injured sworn member to the prevailing workers' compensation scheme.
- (4) A sworn member who is overpaid benefits shall repay those benefits under the appropriate procedures.
- (5) Benefits shall not be granted for “carer’s leave” as defined in the *Family Leave (Queensland Public Sector) Award – State 2012*.
- (6) Benefits shall not be granted as reimbursement for any type of paid leave.
- (7) Benefits will be paid for pregnancy related illness, up to a date 6 weeks prior to the due date of birth.
- (8) Members who have more than 300 hours of Annual Leave will be required to take an amount of Annual Leave as determined by the Sick Leave Bank Committee before Sick Leave Bank benefits will commence or continue.

2.9 Reconsideration of Decisions/Disputes

The Committee may reconsider a decision not to grant benefits, where written additional information is brought to its attention in relation to the application.