

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 149 - arbitration if conciliation unsuccessful

**Queensland Police Service AND Queensland Police Union of Employees and The Queensland Police
Commissioned Officers' Union of Employees (CA/2010/12)**

DEPUTY PRESIDENT SWAN
COMMISSIONER FISHER
COMMISSIONER THOMPSON

11 August 2011

QUEENSLAND POLICE SERVICE - DETERMINATION, 2010

THIS matter coming on for hearing before a Full Bench at Brisbane on 1 December 2010, 27 January, 3 and 25 February, 14, 19, 20 and 21 April, 3, 4, 5, 6, 11, 16, 17 and 27 May and 6 June 2011, this Commission determines as follows as from 1 July 2010.

PART 1 - APPLICATION AND OPERATION

1.1 Title

This document will be known as the Queensland Police Service Determination, 2010 (the "Determination").

1.2 Arrangement

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1.3 Purpose of the Determination

- (1) This document sets out the framework for achieving ongoing productivity, efficiency and reform, in pursuance of the Strategic Plan of the Queensland Police Service (the "Service"), and Government reform priorities; and 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.

1.4 Application

- (1) This Determination will apply to the Commissioner of the Police Service as the employer, to all police officer employees of the Service, and to the following staff member employees: Police Liaison Officers, Queensland Aboriginal and Torres Strait Islander Police, members of the Police Pipes and Drums Band, Assistant Watchhouse Officers.
- (2) All executive officers appointed under the *Police Service Administration Act 1990* are not covered by this Determination.
- (3) Representation on the Workplace Bargaining Unit (WBU) is as follows: representatives of the Commissioner of the Police Service, the Queensland Police Union of Employees, and the Queensland Police Commissioned Officers' Union.
- (4) For the purposes of interpreting this Determination, headings used herein do not form part of the Determination.
- (5) For the purposes of clarification, the *State Government Departments Certified Agreement 2009* or subsequent agreements do not apply to staff member employees listed in 1.4 (1) hereof.

1.5 Previous Certified Agreement

This Determination replaces the *Queensland Police Service Certified Agreement 5, 2007* from the date of operation of this Determination.

1.6 Duration

- (1) This Determination will operate from the 1 July 2010 unless otherwise stated and shall have a nominal expiry date of 1 July 2013.

1.7 Negotiation of Agreement to replace this Determination.

Subject to the provisions of the *Industrial Relations Act 1999* as amended from time to time, the parties will commence discussions for re-negotiation of an Agreement to replace this Determination at least four months prior to 30 June 2013.

1.8 Objectives of the Determination

The shared objectives, aligned to Queensland Government Priorities, are to:

- (1) Implement measures to improve productivity and efficiency in the Service.
- (2) Facilitate greater flexibility of working arrangements.
- (3) Ensure continued reform in the Service as envisaged by this Determination, using determined formalised consultative mechanisms.
- (4) Ensure that the gains from improved productivity are shared by employees, the Service and the Queensland Government for and on behalf of the Queensland community.
- (5) Provide certainty, stability and fair and equitable practice in relation to overall Service-wide pay increases and conditions.

(6) Develop a positive and productive workplace culture which encourages parties to adopt co-operative and consultative approaches to work.

(7) Provide incentives for the parties to pursue initiatives that will lead to improved productivity.

Meeting these objectives means that the Service and its employees commit to supporting reform priorities; and to satisfactorily applying initiatives designed to: (i) improve operational efficiency, effectiveness and service delivery; and (ii) enhance accountability, and (iii) generally support the Service's contribution to meeting Queensland Government Priorities.

1.9 Relationship with Existing Awards

(1) This Determination will be read and interpreted in accordance with the Awards/Industrial Agreements as amended from time to time, listed in Appendix 1 to this Determination. Where there is any inconsistency between the Determination and any Award or Industrial Agreement, this Determination will prevail to the extent of any inconsistency as provided for in section 150 of the *Industrial Relations Act 1999*.

(2) Employees of the Service covered by this Determination will continue to receive, throughout the term of this Determination, the terms and conditions of employment applying immediately before the date of operation of this Determination, except where those terms and conditions are varied by this Determination. These terms and conditions are contained in the Awards/Industrial Agreements referred to in Appendix 1, and if and where applicable Ministerial Directives and Ministerial Determinations made pursuant to the *Public Service Act 2008*: provided that they may be varied as prescribed by the relevant Directive/Determination/legislation.

1.10 Determination Posting

The Service shall maintain and exhibit a copy of this Determination throughout the Service via electronic means:

Provided that there shall be a notice conspicuously displayed on a notice board or other suitable means in each workplace, advising employees of the accessibility of the Determination.

1.11 Equity Considerations

(1) This Determination will achieve the principal objects specified in sections 3 (c), 3 (d) and 3 (m) of the *Industrial Relations Act 1999*. The parties will respect and value the diversity of the employees of the Service through helping to prevent and eliminate discrimination.

(2) In addition, the effect of this Determination is not to allow any conduct or treatment, either direct or indirect, which would:

(a) contravene the *Anti-Discrimination Act 1991*; or

(b) discriminate on the basis of family responsibilities.

PART 2 - DETERMINATION FRAMEWORK

2.1 Maintenance of Conditions

It is agreed to maintain essential standards of employment conditions such as weekly hours of work, public holidays, recreation, sick and long service leave, parental leave, re-deployment and redundancy.

2.2 Outcomes

(1) The Service's Mission is:

To deliver high quality, innovative, progressive and responsive policing services.

(2) The Service's Vision Statement is:

To help make Queensland a safe and secure place to live, visit and do business.

(3) The Service's Guiding Principles, with respect to its Mission and Vision Statement, are:

- Professionalism: - providing quality policing services with integrity and accountability for outcomes.

- Performance: - providing efficient and effective services and pursuing continuous improvement.
 - People: - developing and supporting our workforce, responding to the needs of our client and recognising diversity and culture.
- (d) Partnerships: - engaging communities and working collaboratively to provide policing services.

To assist in implementing the Guiding Principles the Service will employ effective and efficient management systems which provide maximum support to operational police and staff members;

- Human resource management practices which value the contribution of all police officers;
- Education and training programs which support and enhance the capacities of all staff; and
- Corporate management practices which provide the information systems and administrative support structures required to ensure a well-equipped and well-informed Police Service.

(4) In order to achieve the Service's Mission, Vision Statement and Guiding Principles, the following outputs have been listed in the Service's Strategic Plan which form the cornerstone for planning and service delivery across the Service and sets the direction for the Service:

- Enhance community safety and security
- Increase community confidence and satisfaction with police

(5) It is believed that the enterprise bargaining exercise is an opportunity to achieve significant progress in achieving the Service's outputs.

2.3 Initiatives

Initiatives are those which have been negotiated for inclusion in previous Agreements with the aim of achieving nominated outcomes are contained within the attached Schedules. These Schedules have been varied by this Determination and are to be regarded as being part of this Determination.

PART 3 - WAGES

3.1 Schedule of Increases

(1) The Determination provides for salary increases for police officers and staff members (as referred to in clause 1.4 of this Determination) in accordance with the stages set out below.

(2) The salary details for all employees covered by this Determination are contained in Schedule 8.

A 3.8% increase in wages and salaries shall occur with effect from 1 July 2010 in accordance with Schedule 8. Increases shall be based on rates of pay existing on 30 June 2010.

A 3.8% increase in wages and salaries shall occur with effect from 1 July 2011 in accordance with Schedule 8. Increases shall be based on rates of pay existing on 30 June 2011.

A 3.5% increase in wages and salaries shall occur with effect from 1 July 2012 in accordance with Schedule 8. Increases shall be based on rates of pay existing on 30 June 2012.

The increases determined subsume each of the 2.5% increases granted as from 1 July 2010 and 1 July 2011.

3.2 No Further Claims

(1) This Determination is in full and final settlement of all parties' claims for its duration. It is a term of this Determination that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Determination or not.

(2) This Determination covers all matters or claims that could otherwise be subject to protected industrial action.

(3) It is agreed that the following changes may be made to employees' rights and entitlements during the life of this Agreement:

- (a) General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
 - (b) Any improvements in conditions that are determined on a whole-of-government basis;
 - (c) Reclassifications; and
 - (d) Application/s to the Queensland Industrial Relations Commission to vary allowances in accordance with its Statement of Principles.
- (4) Unless inconsistent with the terms of this Determination, the entitlement of employees covered by this Determination as contained in the relevant awards and agreements, and if and where applicable Ministerial Directives or determinations made under the *Public Service Act 2008* effective at the date this Determination was made, shall not be reduced for the life of this Determination.
- (5) Where the wage increase granted in a State Wage Case is greater than the increase granted under this Determination, the employees will receive the dollar amount in excess of the increases provided by this Determination from the operative date of the State Wage Case.

3.3 Award Maintenance

- (1) Subject to clause 3.2(3), the Queensland Industrial Relations Commission State Wage increases awarded during operative period up to and including the nominal expiry date of this Determination will be absorbed into the wage increases provided by this Agreement.
- (2) It is a term of this Determination that no person covered by this Determination will receive a rate of pay, which is less than the corresponding rate of pay in the relevant parent award.
- (3) The Service will support union applications to amend the following awards during the life of this Determination to include the salary rates of the *Queensland Police Service Certified Agreement 5, 2007*:
- *Police Service Award - State 2003; and*
 - *Employees of Queensland Government Departments (Other than Public Servants) Award - State 2003*
- (4) The Service will consent to applications made after the nominal expiry date of this Determination to amend any of the parent awards to incorporate wage adjustments based on this Determination.

PART 4 - EMPLOYMENT SECURITY

- (1) The Service is committed to maximum employment security for its permanent employees by developing and maintaining a responsive, impartial and efficient Police Service.
- (2) It is the Service's intention that future organisational change and restructuring will be limited in scale. All organisational change will need to demonstrate clear benefits and enhanced service delivery to the community.
- (3) The Service is also committed to providing stability to the public sector by limiting organisational restructuring and contracting-out of services.
- (4) These commitments are effected through the Government's *Employment Security Policy* and the *Policy on the Contracting-Out of Government Services*.
- (5) Further, the Service undertakes that permanent employees will not be forced into unemployment as a result of organisational change or changes in the Service's priorities other than in exceptional circumstances. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and deployment opportunities.

PART 5 - SALARY PACKAGING

- (1) Salary packaging is available for employees covered by this Determination under 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 to all employees to seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item/items to an already agreed packaging arrangement;
 - (e) the Employer 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.
- (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 6 - DEVELOPMENT OF CONSULTATIVE ARRANGEMENTS

- (1) The Service will need to ensure that appropriate consultative arrangements are in place so that employees are fully consulted in the implementation and evaluation of workplace reform initiatives.
- (2) Consultative arrangements will be tailored to ensure that they meet the operational needs of the Service. Such arrangements should be consistent with the following broad principles to ensure effectiveness and equity:
- (a) That there is employee involvement (including consultation) in implementation and evaluation of proposals for productivity improvements;
 - (b) The composition of consultative forums should take account of representation of the target groups identified in the *Public Service Act 2008*;
 - (c) That they are reviewed from time to time to ensure that they continue to operate with maximum efficiency and effectiveness.
- (3) It is recognised that the obligations under this Determination regarding co-operation and consultation in the development and implementation of change initiatives impose obligations, duties and responsibilities on all involved.
- (4) Facilitative Provisions - To achieve ongoing workplace changes and flexibility in conditions, workplace practices and arrangements may be varied subject to the following conditions:
- (a) The proposed changes to workplace practices and arrangements have been agreed by the majority of employees affected by the proposal. Where this is required, all employees directly affected will be consulted as a group and addressed by representatives of the Workplace Bargaining Unit (WBU) and/or representatives of other relevant unions. In these circumstances, agreement is defined as a majority of affected employees who vote regarding such changes. However, it is acknowledged by the parties that consensus should, wherever possible, be the basis of agreement. In determining the outcome, agreement will not be unreasonably withheld or delayed by any party.
 - (b) In cases of significant workplace changes, the Service will, where appropriate, introduce the change via a "trial" period:

Provided that this clause shall not apply with respect to urgent operational requirements.

PART 7 - COLLECTIVE INDUSTRIAL RELATIONS

- (1) The Service acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of the Service. The principle recognises the important role of unions and the traditionally high levels of union membership in the Service. It supports constructive relations between

management and unions and recognises the need to work collaboratively with relevant unions and employees in an open and accountable way.

- (2) The Service as an employer recognises that union membership and coverage issues are determined by the provisions of the *Industrial Relations Act 1999* and any determinations of the Queensland Industrial Relations Commission.
- (3) The Service is committed to collective agreements and will not support non-union agreements, or Queensland Workplace Agreements.

PART 8 - ILO CONVENTIONS

The Service as an employer recognises its obligations to give effect to international labour standards including freedom of association, workers' representatives, collective bargaining and equality of opportunity for all public sector workers.

PART 9 - UNION ENCOURAGEMENT

- (1) The Service recognises the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- (2) An application for union membership and information on the relevant union(s) will be provided to all employees at the point of engagement.
- (3) Information on the relevant union(s) will be included in induction materials.
- (4) Union representative(s) will be provided with the opportunity to discuss union membership with new employees.
- (5) Where requested by The Queensland Police Commissioned Officers' Union or the Queensland Police Union of Employees, the Service will provide payroll deduction facilities for union subscriptions.

PART 10 - UNION DELEGATES

- (1) The Service acknowledges the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (2) Employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- (3) Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards:

Provided that e-mail use will be strictly subject to approval by the Service.

It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.

- (4) Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

PART 11 - INDUSTRIAL RELATIONS EDUCATION LEAVE

- (1) Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (2) Before the Service approves such leave the union must provide the Service information about the course content, the times at which the courses will be offered, the number of attendees, and the types of employees at whom the course is targeted. Before approving the leave, the Service must be satisfied that the proposed course is within the terms of paragraph (1).

- (3) Employees may be granted up to five working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the Commissioner.
- (4) Additional leave, over and above five working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than five working days (or the equivalent). Such leave will be subject to consultation between the Commissioner, the relevant union and the employee.
- (5) Upon request and subject to approval by the Commissioner, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and ACTU Congress.
- (6) The granting of industrial relations education leave or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the work unit concerned. At the same time such leave will not be unreasonably refused.
- (7) At the discretion of the Commissioner, employees may be granted special leave without pay to undertake work with their union.

PART 12 - PREVENTION AND SETTLEMENT OF DISPUTES

- (1) In the event of any disagreement between the Service or any employee as to the interpretation or implementation of this Determination, 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 2003*.
 - (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.

APPENDIX 1

List of Awards/Industrial Agreements applicable to employees in the Service covered by this Determination.

- *Police Service Award - State 2003*
- *Employees of Queensland Government Departments (Other Than Public Servants) Award - State 2003*
- *Family Leave (Queensland Public Sector) Award - State 2004*

SCHEDULE 1

CERTAIN SALARIES AND CONDITIONS OF EMPLOYMENT - POLICE OFFICERS, QUEENSLAND POLICE SERVICE

PART ONE - PRELIMINARY

1.1 TITLE

This Schedule shall be known as Certain Salaries and Conditions of Employment - Police Officers, Queensland Police Service.

1.2 ARRANGEMENT

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1.3 SCHEDULE COVERAGE

This Schedule shall apply to all employees whose salaries and rates of pay are prescribed by the *Police Service Award - State 2003* and to the Commissioner of the Police Service as the employer.

1.4 RELATIONSHIP TO PARENT AWARD

This Schedule shall be read and interpreted wholly in conjunction with the *Police Service Award - State 2003* as amended from time to time. Where there is any inconsistency between this Schedule and the Award, this Schedule shall take precedence.

PART TWO - TERMS AND CONDITIONS OF EMPLOYMENT

2.1 PERFORMANCE OF HIGHER DUTIES

(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 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 an employee 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 sub clause (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 pay point 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.

Please note that section 5.8 "Acting as commissioned officer" of the *Police Service Administration Act 1990*, states at subsection (2)

(2) The remuneration payable to a person who acts as a commissioned officer must not be more than the remuneration payable to a person appointed to the office.

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 sub clause (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 Station Allowance, Beats Allowance, Coverts Police Operatives' Allowance, or Stock and Rural Crime Investigation Squad (SARCIS) Allowance be paid in addition to the OSA.

(6) Non Officer in Charge (OIC) Relieving as Officer in Charge - Sergeant and Senior Sergeant Positions

(a) Subject to sub clause (1)(a) above, a non OIC who relieves in an OIC position will be entitled to the relevant OIC Allowance as prescribed in Schedule 5 to this agreement.

(b) If the employee is substantively a non OIC at the same rank as the OIC position, s/he will maintain their substantive pay point.

Provided that, if the designated OIC position in which the employee is relieving is listed in Schedule 5 as a position that qualifies for access to the top pay point of that rank, and the employee has been paid at the second top pay point for 12 months or longer in their substantive position, the employee will be paid at the top pay point for the period of relieving in the OIC position.

2.2 VACANCIES TO BE ADVERTISED

Clause 4.1 of the *Police Service Award - State 2003* will read as follows:

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:

However, the following 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)
- Senior Constables
- 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

Provided that separate provisions will apply to the progression and promotion of Scientific, Photographic and Fingerprint officers.

Provided further that in relation to lateral transfers, the provisions of Schedules 2 or 3 to the agreement apply as appropriate.

2.3 DISTRICT APPOINTMENTS

(1) The application of District Appointments as provided in this clause is limited to all employees other than Commissioned Officers in the following Districts:

- (a) All Districts within Metropolitan North Region;
- (b) All Districts within Metropolitan South Region;
- (c) All Districts within South Eastern Region;
- (d) Sunshine Coast District;
- (e) Rockhampton District;
- (f) Mackay District;
- (g) Townsville District;
- (h) Cairns District (excluding Cape Stations)
- (i) Toowoomba District;

- (j) Ipswich District.
- (2) The QPUE and the Service acknowledge that changes of work locations in those Districts listed above outside the south eastern part of Queensland will be restricted where practicable to the urban areas of those Districts taking into consideration the residential location of employees.
- (3) The Service in consultation with the QPUE may amend the above list of Districts.
- (4) All transfers and promotions to the above-listed Districts 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 4.5 (7) of this Schedule and only permanent change 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 if the placement is in the best interest of the Queensland Police 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 in accordance with Schedule 10 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.

PART THREE - DEFINITIONS, WAGES AND ALLOWANCES

3.1 DEFINITIONS

- (1) "**Commissioner**" - the Commissioner of the Police Service appointed pursuant to the provisions of the *Police Service Administration Act 1990*.
- (2) "**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 as prescribed at clause 3.3 (10) of this Schedule), weekends, public holidays, and in lieu of annual leave loading.
- Where justified to the Commissioner, Officers in Charge shall be able to access the allowance where such officers perform Shift Work under the terms of this Schedule. Commissioned Officers are not entitled to this allowance.
- (3) "**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.
- (4) "**Award**" - the *Police Service Award - State 2003*, as amended or replaced from time to time.
- (5) "**Schedule**" - is this Schedule.
- (6) "**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.

- (7) "**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.
- (8) "**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.
- (9) "**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.
- (10) "**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:

7 May 2011 - 4 May 2012

5 May 2012 - 3 May 2013

4 May 2013 - 2 May 2014

3 May 2014 - 1 May 2015

3.2 SALARIES

The following conditions apply to the salary structure contained in Schedule 8 to this agreement.

(1) Constables

6th pay point - access to this paypoint shall be on the following arrangements:

- (a) Constables who have not completed the Constable Development Program (CDP) can progress to paypoint 1.6 after serving 2 years on paypoint 1.5, subject to satisfactory performance reports (PPAs). These Constables (non-CDP Constables) are not qualified to progress to Senior Constable nor entitled to wear a single chevron.

(2) Progression to Senior Constable

- (a) Subject to the requirements listed in Schedule 6 to this Agreement, Constables who have completed 12 months service on paypoint 5, satisfactorily completed the Constable Development Program and obtained satisfactory PPAs will be able progress to Senior Constable paypoint 1, in accordance with Schedule 6.

(3) Senior Constables

- (a) Progression to each Senior Constable paypoint prescribed in Schedule 8 to this Agreement will be as follows:
- (i) Between pay points 2.1 to 2.3 Senior Constables progress subject to a minimum of 12 months service on each paypoint, plus CAP or MDP equivalent requirements, and satisfactory PPA.
- (ii) Beyond paypoint 2.3 progression will be subject to a minimum of 12 months service on each paypoint plus satisfactory PPA.

(4) Sergeants

- (a) Schedule 8 to this Agreement prescribes the salary structure.
- (b) The top paypoint is only accessible by employees in certain designated Sergeant Officer in Charge positions as prescribed by Schedule 5 to this Agreement. All pay points below this are able to be accessed by all non officers in charge.

- (c) Employees attaining the rank of Sergeant commence on the first paypoint.
- (d) Progression to the second and third pay points require a minimum of 12 months service on each paypoint, plus CAP or equivalent MDP requirements and satisfactory PPA.
- (e) Subject to subclause (b) above, progression beyond the third paypoint requires a minimum of 12 months service on each paypoint, plus satisfactory PPA.

(5) Sergeants Third Class (3/C)

Sergeants Third Class (3/C) who are performing the duties of Sergeants may progress through the rank of Sergeant, subject to the usual progression arrangements.

(6) Brevet Rank Positions

- (a) Definition: 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 as provided for in sub-clause (c) herein.
- (b) The salary payable to an employee appointed to a Brevet Rank position will commence at the minimum pay point for Sergeant in accordance with Schedule 8 to this Agreement. Any applicable allowances payable will be based on the Brevet Rank salary. Normal pay point 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 accordance with Schedule 2 by a substantive Sergeant 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) Subject to sub-clause (a) and (c) herein, 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 pay point progression arrangements at the higher rank shall apply while the officer is so appointed.
- (j) During the period of operation of this Determination, the Service in consultation with the QPUE will develop policy regarding issues associated with Brevet Rank appointments including, but not limited to: tenure, Brevet Rank insignia and direct appointment following completion of tenure in a Brevet Rank position.

(7) Senior Sergeants

- (a) Schedule 8 to this Determination prescribes the salary structure.
- (b) The top paypoint of Senior Sergeant is only accessible by employees in certain designated Senior Sergeant Officer in Charge positions. All paypoints below this are able to be accessed by all non officers in charge.
- (c) Employees attaining the rank of Senior Sergeant commence on the first paypoint.
- (d) Progression to the second and third pay points require a minimum of 12 months service on each paypoint, plus CAP or equivalent MDP requirements and satisfactory PPA.
- (e) Subject to subclause (b) above, progression beyond the third paypoint requires a minimum of 12 months service on each pay point, plus satisfactory PPA.

(8) Officers in Charge (OICs) - Sergeant and Senior Sergeants

The following arrangements are in addition to the requirements of clauses 3.2 (4) and (7) above:

- (a) The categories of OIC as they relate to Sergeants and Senior Sergeants are defined in Part 1 of Schedule 5 to this Determination.
- (b) OICs at one and two officer stations or QPCYWAs or Residential Beats are not entitled to the provisions of this clause or Schedule 5 to this Determination.
- (c) OICs at the rank of either Sergeant or Senior Sergeant listed in Schedule 5 to this Determination are entitled to access the paypoints prescribed by that Schedule, and the OIC allowance referred to in that Schedule and contained at clause 3.3 (11) of this Schedule.
- (d) New appointees to designated OIC positions are to commence on the first pay point.
- (e) OICs of police stations and designated sections or establishments as prescribed in Schedule 5, who are temporarily absent from the OIC role (e.g. as a consequence of secondment, performing relieving duties, being moved to perform duties of a nature that takes them away from the OIC position on a temporary basis such as project work, or for the purposes of accessing paid leave), will continue to be paid at the same level and the OIC allowance for the duration of such secondment, relieving duties or paid leave. The contents of this subclause shall not prejudice nor enhance normal progression to the next pay point.
- (f) Change in Status as Officer in Charge
 - (i) Subject to sub clause (e) above, 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, he/she will no longer be eligible to access the top paypoint as prescribed by Schedule 5 to this Determination or the OIC allowance referred to in that Schedule and contained at clause 3.3 (11) of this Schedule. 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 pay point other than the top pay point, and for whatever reason ceases to perform the role of officer in charge, will maintain their current paypoint.
- (g) OICs who commenced duty in a designated OIC position on the second pay point will revert to the first paypoint of Sergeant or Senior Sergeant as the case may be from their date of promotion.
- (h) Relieving as an Officer in Charge
 - (i) Subject to clause 2.1 (1)(a) of this Schedule, 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 Schedule 5 to this Determination.
 - (ii) If the employee is substantively a non OIC at the same rank as the OIC position, s/he will maintain their substantive paypoint:

Provided that, if the designated OIC position in which the employee is relieving is listed in Schedule 5 to this Determination as a position that qualifies for access to the top pay point 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.

(9) Prosecutors**(a) Application**

The following provisions apply to employees who are police officers appointed to Prosecutions Sections that perform prosecution duties before relevant Courts across the State.

(b) Definitions

- (i) "experience as a prosecutor" - means experience performing the duties of a prosecutor following the successful completion of the Police Prosecutions Training Course.
- (ii) "Operational Re-orientation Course" - means the course approved by the Queensland Police Service that is designed to provide development for police officers returning to a general duties role.
- (iii) "Police Prosecutions Training Course" - means the course approved by the Queensland Police Service that is designed to develop skills for police officers to perform prosecution duties.

(c) Vacancies and Progression

- (i) The provisions of this Determination 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.

(d) 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) For a Constable or a Senior Constable performing duties as a prosecutor within a Prosecutions Section at the date of this section coming into operation, the five (5) years of experience as a prosecutor will include continuous experience immediately prior to the date of operation of this section.
- (iii) For the purposes of subclauses (i) and (ii) of this clause, a Constable will not progress to the rank of Sergeant unless the relevant requirements of the Constable Development Program have also been completed.
- (iv) The following applies to an employee upon progressing to the rank of Sergeant:
 - (A) normal paypoint progression as provided in clause 3.2 (4) of this Schedule will apply;
 - (B) the employee will not be subject to any additional tenure requirements other than those applying pursuant to subclause 3.2 (8)(c)(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 Schedule 2 to this Determination provided the employee has successfully completed the Operational Re-orientation Course.

(10) Commissioned Officers

- (a) The following conditions apply to the salary structure for Commissioned Officers contained in Schedule 8 to this Determination.
- (b) Employees attaining each Commissioned Officer rank commence on the relevant first paypoint.
- (c) Progression within each rank above the first paypoint requires a minimum of 12 months service on each paypoint, plus satisfactory PPA:
- (d) Inspector paypoints 5 and 6 - continued restriction of progression
 - (i) From 1 July 2010 to 10 August 2011, Inspectors will be able to progress to paypoints 5 and 6, subject to the following:
 - (A) the time spent by an officer on the rank of Inspector; and
 - (B) a limit on the number of Inspectors able to be on paypoint 6 at any time; and a limit on the percentage of Inspectors able to be on paypoints 5 and 6 at any time.
 - (ii) The limits referred to in sub clause (d)(i)(B) above, are as follows:
 - (A) There is a limit of 100 Inspectors only able to be on paypoint 6 at any one time; and
 - (B) The percentage of Inspectors able to be on paypoints 5 and 6 will be limited to a maximum of 50% of the total number of Inspectors.
 - (iii) Sufficient Inspectors with the longest service on the rank will be progressed to Inspector paypoints 5 and 6 on 1 July, 1 October, 1 January and 1 April each year so as to maintain the numbers at the limits described in sub clause (d)(ii) above.
 - (iv) In the event of the calculations as described above resulting an uneven number then the number will be rounded up to the next even number.
 - (v) Furthermore, in the event of two or more officers having the same length of service on the rank of Inspector, the Inspector/s with the longest service with the Queensland Police Service will progress first.
 - (vi) The provision regarding satisfactory PPA contained in sub-clause (c) above will not apply to this sub-clause.
- (e) Inspectors on pay point 4 - progression to pay point 5- phased in removal of progression restriction
 - (i) All Inspectors who were eligible for progression in the calendar year 2010 (or earlier) shall, subject to a satisfactory PPA, progress to pay point 5 on 1 July 2011.
 - (ii) All Inspectors who are eligible for progression in the calendar year 2011 shall, subject to a satisfactory PPA, progress to pay point 5 on 1 January 2012.
 - (iii) All Inspectors who are eligible for progression between 1 January and 1 July 2012 inclusive shall, subject to a satisfactory PPA, progress to pay point 5 on 1 July 2012.
 - (iv) Inspectors in categories (i), (ii) and (iii) above shall be eligible for progression to pay point 6 in accordance with clause 3.2(10)(c) of this Schedule, with the exception of the proviso.
 - (v) Thereafter, Inspectors on pay point 4 shall be eligible for progression to pay point 5 in accordance with clause 3.2(10)(c) of this Schedule.
- (f) Inspectors on pay point 5 - progression to pay point 6 - phased in removal of progression restriction
 - (i) All Inspectors who were eligible for progression in the calendar year 2010 (or earlier) shall, subject to a satisfactory PPA, progress to pay point 6 on 1 July 2011.
 - (ii) All Inspectors who are eligible for progression in the calendar year 2011 shall, subject to a satisfactory PPA, progress to pay point 6 on 1 January 2012.
 - (iii) All Inspectors who are eligible for progression between 1 January and 1 July 2012 inclusive shall, subject to a satisfactory PPA, progress to pay point 6 on 1 July 2012.
 - (iv) Thereafter, Inspectors on pay point 5 shall be eligible for progression to pay point 6 in accordance with clause 3.2(10)(c) of this Schedule.

3.3 ALLOWANCES

(1) Area Allowance

- (a) An area allowance to attract and retain employees at certain centres as has been paid from 1 July 2008 will continue to be paid under this Determination. The centres are; Aurukun, Bamaga, Kowanyama, Lockhart River, Pormpuraaw, Yarrabah, Doomadgee, Mornington Island, Palm Island, Woorabinda, Cherbourg, Wujul Wujul, and Hopevale.
- (b) The indicative quantum of the allowance is \$10,000 per annum. The allowance will be paid at the rate of \$383.30 per fortnight.
- (c) 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.
- (d) 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.
- (e) The allowance will not be paid on any form of leave except as follows (unless the employee stays in the centre):
- (i) 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.
 - (ii) 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.

(2) Bush Patrol

- (a) The bush patrol allowance prescribed at clause 5.2.1 of the Award is varied according to the rates and effective dates below:

Effective 1 July 2010	Effective 1 July 2011
\$12.99	\$13.46

- (b) The amount prescribed above will be increased annually in line with the March "All Groups" Brisbane CPI figure, with the increase effective from 1 July each year.

(3) Costs of Conveyance allowance

- (a) 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.
- (b) As at 1 July 2010, the costs of conveyance allowance prescribed at clause 5.2.3(a) of the Award is 74c per kilometre.
- (c) From the effective date of Directive 14/10, 1 September 2010, the costs of conveyance allowance prescribed at clause 5.2.3(a) of the Award remains unchanged at 74c per kilometre.

(4) Covert Police Operatives (CPOs) Allowance

- (a) 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.
- (b) The allowance shall be paid on all annual leave accrued and taken by the officer during his/her 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.

- (c) In cases where the leave as mentioned in sub clause (b) 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.
- (d) This allowance shall be payable on paid sick leave (maximum of three months) taken during the tenure period. Any period of sick leave that exceeds the tenure period shall not attract this allowance.
- (e) The tenure period of a CPO is a period of up to two years continuous duty as a CPO in covert operations.

(5) Detective Allowance

- (a) The Detective allowance prescribed at clause 5.2.4 of the Award is varied according to the rates and effective dates below:

	1 January 2010	1 July 2011	1 July 2012
DET Per Fortnight	\$63.05	\$65.44	\$67.73
DET Per Annum	\$1,644.93	\$1,707.28	\$1,767.03
PC Per Fortnight	\$50.44	\$52.35	\$54.19
PC Per Annum	\$1,315.94	\$1,365.77	\$1,413.78

(Annual amounts are for information purposes only)

- (b) The amount prescribed in clause 5.2.4(b)(i) of the Award will be set at 2.5% of the rate for Senior Constable pay point 2.5 payable under Schedule 8 to this Determination.
- (c) The amount prescribed in clause 5.2.4(b)(ii) of the Award will be set at 2% of the rate for Senior Constable pay point 2.5 payable under Schedule 8 to this Determination.

(6) 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

(7) Dog Handler's Allowance

The following applies in lieu of clause 5.2.6 (a) of the Award:

Where a police dog is kennelled at the home of a Dog Handler, and such employee is required to care and maintain the dog during hours rostered off duty, the employee will be paid an allowance at the rate of 12% of the ordinary fortnightly rate of a Senior Constable 2.5 per calendar fortnight.

(8) Field Training Officer Allowance

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.

- (a) To qualify for payment of the FTO allowance, an employee must:
- (i) Be accredited as an FTO by the First Year Constable Program, and;
 - (ii) Supervise the FYC within the designated mentor period of the FYC Program.
 - (iii) Be rostered or directed to be the supervising FTO of a FYC on a shift during the designated mentor period.
- (b) Beyond the designated mentor period of an FYC, a supervising FTO is not entitled to this allowance.
- (c) The FTO Allowance is not payable on any form of leave.

(9) Locality Allowance

Locality Allowances will be paid in accordance with Schedule 4 to this Determination.

(10) 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 employees 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.

(11) Officer in Charge (OIC) Allowance

- (a) The following is the OIC Category allowances payable as prescribed and referred to in clauses 2.1(6) and 3.2(7) of this Schedule and Schedule 5 to this Determination.

OIC Category	Allowance Payable 1 July 2010		Allowance Payable 1 July 2011		Allowance Payable 1 July 2012	
	\$ Per Annum	\$ Per Fortnight	\$ Per Annum	\$ Per Fortnight	\$ Per Annum	\$ Per Fortnight
Category A	\$2,861.10	\$109.70	\$2,969.90	\$113.80	\$3,073.90	\$117.80
Category B	\$5,722.00	\$219.30	\$5,939.50	\$227.70	\$6,147.40	\$235.60
Category C	\$8,583.10	\$329.00	\$8,909.30	\$341.50	\$9,221.20	\$353.40

- (b) The OIC allowance is payable for all purposes including leave and superannuation.

- (c) Annual amounts listed above are for information purposes only.

(12) On Call Allowance

- (a) The reference to Senior Constable paypoint 2.2 in clause 5.2.8(c) of the Police Service Award - State 2003 (the Award) is varied to read Senior Constable paypoint 2.5.
- (b) Subject to subclause (a) of this clause, effective from 1 July 2010 to 30 June 2011, the percentage references in subclauses 5.2.8 (c) (i) and 5.2.8 (c) (ii) of the Award will continue to apply;
- (c) Effective from 1 July 2011, the reference to 4% in clause 5.2.8(c)(i) of the Award is varied to read 7%;
- (d) Effective from 1 July 2011, the reference to 7% in clause 5.2.8(c)(ii) of the Award is varied to read 10%.
- (e) Effective from 1 July 2012, the reference to 7% in clause 5.2.8(c)(ii) of the Award is varied to read 12%.

(13) Operational Shift Allowance

(For information on OSA Rostering see clause 4.5 of this Schedule)

- (a) 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 Schedule:

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.

- (b) The OSA is in lieu of shift and weekend penalty rates, public holiday rates, and annual leave loading.
- (c) Subject to clause 8.5 of this Schedule, 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.
- (d) Where justified to the Commissioner of Police, OICs will be able to access the allowance.

(e) 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 sub clause 3.3(17) below.

(f) Upon commencement of permanent duty in an OSA position the OSA will immediately be paid to an employee.

(g) 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 sub clause 3.3(17) of this Schedule, 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.

(h) 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.

(i) 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.

(j) 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.

(k) 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.

(l) 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.

(m) Pro rata application of the OSA conditions is provided for at sub clause 4.5(4)(j) of this Schedule.

(14) Prisoners' Rations Allowance

(a) 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.

(b) From 1 July 2010, the prisoners' rations allowance prescribed at clause 5.2.9 of the Award will be \$10.00 per meal supplied to each prisoner.

(15) Stock and Rural Crime Investigation Squads (SARCIS) Allowance

(a) Operational Detectives and plain clothes non-commissioned officers appointed as such 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.

(b) 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 Determination and the *Police Service Award - State 2003*.

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.

- (c) 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.
- (d) After 28 calendar days the payment of SARCIS Allowance will immediately cease, and will not recommence until the employee returns to the SARCIS position.
- (e) 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.
- (f) 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.
- (g) SARCIS Allowance is payable on all forms of leave except long service leave.

(16) **SERT Allowance**

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

- (a) For the purposes of clarification, negotiators attending training sessions are not and were not entitled to the allowance as prescribed herein.
- (b) 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.
- (c) An employee who is detailed to perform part-time duties as an operational member of SERT will be paid the relevant allowance prescribed in (b) for any participation in authorised SERT activities within that fortnight.
- (d) The allowance as prescribed in this clause will be payable on any forms of leave, except for long service leave.

(17) **Shift Allowances**

Afternoon and Night Shift Allowance (other than OSA) - These provisions are applicable only to employees not in receipt of the OSA.

- (a) 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.
- (b) 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.
- (c) Provided that the payments as provided in sub clauses (a) and (b) 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.

(18) **Travelling Entitlements**

The following applies in lieu of clause 5.2.12 of the Award:

- (a) *Increases to allowances:*
 - (i) From 1 July 2010 the meal allowances, incidental allowance and private accommodation special allowance rates and the minimum standard of accommodation are set in accordance with the rates and standards applicable to public service officers through Directive No. 09/09 issued pursuant to the *Public Service Act 2008*.
 - (ii) From 1 September 2010 the meal allowances, incidental allowance and private accommodation special allowance rates and the minimum standard of accommodation are set in accordance with

the rates and standards applicable to public service officers through Directive No. 15/10 issued pursuant to the *Public Service Act 2008*.

- (iii) From 1 September 2011 the meal allowances, incidental allowance and private accommodation special allowance rates and the minimum standard of accommodation are set in accordance with the rates and standards applicable to public service officers through Directive No. 9/11 issued pursuant to the *Public Service Act 2008* which may be amended from time to time.
- (iv) All future adjustments to the applicable allowances and standards will be applied from the same effective date as the amended Directive.

**Amounts below effective from 1 September 2011 as provided for in Directive 9/11*

- (b) Where 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, such an employee is entitled to the provisions of this clause.
- (c) *Entitlements not payable during leave* - Travelling entitlements will not be paid to an employee on leave except in the case of illness or any other case as determined by the Commissioner.
- (d) *Incidental allowance* - The incidental allowance and is paid to cover expenses including, but not limited to, items of the following nature: -
 - newspapers, magazines;
 - snacks including coffee, tea or drinks etc.;
 - private telephone calls; and
 - personal items necessary for the travel.
- (e) *Certification after overnight absence* - At the conclusion of the journey, the employee is required to certify that the official travel was undertaken in accordance with the approved itinerary.

Any change to the itinerary resulting in variation of entitlements or changed costs (e.g. claiming actual expenses instead of meal allowances) should be appropriately acquitted.
- (f) *Calculation of entitlement* - Travelling entitlements apply from the beginning of the journey to the end of the journey. That is, from the time of departure from the employee's residence or headquarters to the time of return to the employee's residence or headquarters.
- (g) *OSA*: There is no effect on travelling entitlements as a consequence of an employee being in receipt of the OSA.
- (h) *Accommodation* -

- (i) Standard of Accommodation

The following is the guide to determine accommodation standards. The standard of accommodation should be equivalent to 3 Star (as referred to for a hotel or motel in the RACQ Accommodation and Touring Guide outlined below), or the best available in the absence of such accommodation:

Provided that the best available accommodation will be of a reasonable standard.

- ☆☆ Well maintained establishments offering an average standard of accommodation with average furnishings, bedding, floor coverings, lighting, and heating and/ or cooling facilities available. Motel units will all have private facilities.
- ☆☆^{1/2} Establishments offering a similar standard to 2 star but with a higher standard of comfort and convenience.
- ☆☆☆ Well appointed establishments offering a comfortable standard of accommodation, with above average floor coverings, furnishings, lighting and ample heating/cooling facilities.

☆☆☆^{1/2} Establishments offering a similar standard to 3 star, but with a higher standard of comfort and convenience.

- (ii) 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 an incidental allowance of \$15.45* for each overnight stay.
- (iii) 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.
- (iv) 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 an incidental allowance of \$17.30* for each overnight stay.
- (i) *Hardship allowance:* Where employees cannot be provided with accommodation as set out in sub clause 3.3(18) (h) above, and are required to for example; camp out, or sleep at a police station, they will be paid a hardship allowance of \$53.70* per overnight stay. This allowance is paid in lieu of the incidentals allowance as set out in subclause 3.3(18)(g)(ii).

This amount is set at 150% of the private accommodation special allowance* (see sub clause 3.3(18)(j) below) and will be varied in accordance with the conditions set out in sub clause 3.3(18)(s) of this Schedule.

- (j) *Private accommodation:* Where an employee obtains private accommodation (i.e. with relatives or friends) appropriate meal allowances will be paid, in addition to a special allowance of \$35.80* per overnight stay. The employee is not entitled to claim the incidental allowance.

(k) *Meal allowances*

- (i) An employee shall be paid meal allowances for costs incurred in purchasing meals as set out below:

Breakfast	\$21.15*
Lunch	\$24.20*
Dinner	\$41.65*

- (ii) The following meal allowances apply only to Emerald, Gold Coast, Horn Island, Mackay, Mt Isa, Thursday Island, Weipa, Cairns, Dalby, Gladstone, Townsville, Brisbane, and all other Australian capital cities:

Breakfast	\$23.65*
Lunch	\$26.55*
Dinner	\$45.60*

- (iii) 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

- (iv) An employee should not claim a meal allowance in respect of a meal that is provided at the expense of the Service where meals are part of accommodation or as part of a fare already paid (e.g. catered meal at conference where the cost was included in the registration fee or a meal provided on an aircraft where the cost was included in the airfare). Provided that such meal is of reasonable quantity and quality in the relevant circumstances.
- (l) *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.

- (m) *Accommodation and meals 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 of \$17.30* is payable for each overnight stay.
- (n) *Special events*: Where employees are absent from headquarters 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.
- (o) *Cost of conveyance*: Travelling entitlements are in addition to the cost of conveyance of the employee.
- (p) *Other costs*: The cost of official telephone calls, facsimiles, and postage costs are to be paid by the Service.
- (q) *Advances on allowances*:
- (i) 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 progressional advances for each 3 week period, or part thereof, thereafter.
 - (ii) The employee may be granted an advance of up to 100% of the total estimated costs based on expected accommodation charges, meal allowances (where applicable) and the incidental allowance.
- (r) *Locality allowance*:
- (i) Where an employee is in receipt of travelling entitlements under this clause, the arrangements for locality allowance applicable at the employee's usual headquarters are to continue during the first 42 days of absence at a particular centre of duty. Thereafter the arrangements for locality allowance, if any, applicable to that centre of duty apply as long as the employee remains at that centre.
 - (ii) The payment of locality allowance should not be taken into account in determining an employee's entitlement to actual costs of accommodation, meal allowances and incidental allowance.
- (s) *Temporary duty*: When on temporary duty at a station or elsewhere and required to be absent there from on duty (except at home station) the employee is entitled as prescribed in provisions (h), (i) and (j) as appropriate:
- (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 clause 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.

(19) Clothing Allowance

- (a) The clothing allowance prescribed at clause 5.2.2(a) of the Award and the allowance payable to an employee required to wear stockings at clause 5.2.2(b) of the Award are varied according to the rates and effective dates below:

	Effective 1 July 2010	Effective 1 July 2011
Clothing Allowance	\$66.15	\$68.53
Stocking Allowance	\$13.24	\$13.71

- (b) The amount prescribed above will be increased annually in line with the March "All Groups" Brisbane CPI figure, with the increase effective from 1 July each year.

- (c) The amount prescribed in clause 5.2.2(b)(i) of the Award is set at 20% of the clothing allowance referred to in clause 5.2.2(a)(i) of the Award and will increase accordingly each time the clothing allowance increases.

(20) Overtime Meal Allowance

- (a) The meal money prescribed in clause 6.4.6 of the Award is \$10.00.
- (b) 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.

PART FOUR - HOURS OF WORK, ROSTERING, OVERTIME

4.1 COMMISSIONED OFFICERS

(1) Application of this clause

- (a) The only provision of Part 4 which applies to commissioned officers is this clause (clause 4.1).
- (b) The entitlements of commissioned officers under this clause may be varied by agreement between the Queensland Police Commissioned Officers' Union (QPCOU) and the QPS for the purposes of special events, e.g. CHOGM, APEC, major prolonged sporting events, etc.

(2) Midday meal provisions

Midday Meal Provisions - The ordinary working hours of commissioned officers who do not work shift work are exclusive of any time taken for a meal; provided that for health and safety reasons a meal break of some duration (at the discretion of the individual officer) should generally be taken.

(3) Time Management

Time Management - The QPS will embrace the full meaning of time management which will be applied fairly and equitably for all Commissioned Officers (regardless of location).

(4) Programmed Days Off

- (a) A commissioned officer is entitled to a Programmed Day Off (PDO), or 2 x half day PDOs off, in each 28 day roster period.
- (b) A supervisor can not refuse to allow a commissioned 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.
- (c) If the commissioned 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.
- (d) A PDO may be taken on its own or in conjunction with leave or rest days.
- (e) There will be no cash equivalent paid in lieu of PDOs.

(5) On Call Arrangements

On-call officers will be entitled to one full weekend off in every 28 day roster period, provided that they will not be required to work on this weekend off, unless in emergent or unforeseen circumstances. Should they be required to work, no additional compensation is payable.

(6) Conditions applying to Regional Duty Officers (RDOs) and others

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

- (a) Commissioned officers performing rotational 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.
- (b) Commissioned officers performing rotational 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.
- (c) 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.
- (d) 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.
- (e) Unless justifiable, commissioned officers performing rotational 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.

(7) Professional Development

- (a) 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.
- (b) This allowance is not payable:
 - (i) for an executive leadership course or programme if QPS offers an executive leadership programme approved by the QPCOU;
 - (ii) for a course relevant to the duties of a commissioned officer if the QPS offers a relevant course.
- (c) The QPS 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 QPS to withhold consent or approval the decision may be challenged through the existing grievance and dispute resolution processes.
- (d) Professional development course means:
 - (i) an executive leadership course or programme;
 - (ii) a course relevant to the duties of the commissioned officer.

4.2 HOURS OF WORK

- (1) Subject to sub clauses (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.

4.3 TEN HOUR BREAKS

(1) Ordinary rostered shifts

Unless there is sufficient and warranted reason to do otherwise (i.e. 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 the remainder of this clause 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 outlined in subclause (1) above) 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) Specials

- (a) As soon as a non wide-load escort special or a wide-load escort special is contemplated by an employee, (whether such special is to occur within or outside the employee's division) that employee will advise his/her Officer in Charge accordingly.

Subject to the provisions contained in (b) and (c) of this subclause and subclause (7) below, an Officer in Charge is to approve or not approve that the special may be undertaken by the employee in question.

- (b) Non wide-load escort specials which attract overtime payments will be treated as per sub clause (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 elsewhere in this Schedule in determining that the rest period between the special and the rostered shift is adequate.

- (c) In relation to wide-load escort specials which attract overtime payments, 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, between the time the employee returns to his/her home station off escort duty and the time of commencing his/her next rostered shift.

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

(6) 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 sub clause (2) above are permitted, the break can not be reduced to less than an 8 hour break.

(7) Health and Safety obligations

As a general rule, in making arrangements for overtime, both those organising the overtime and those who work the overtime 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 of duty to be worked and the length of time to be worked is to be given due consideration.

(8) Public Interest

The Commissioner may suspend the 10 hours', or the 12 hours', provision in this clause, when circumstances in the Commissioner's discretion call for such action in the public interest.

4.4 PROGRAMMED DAYS OFF

- (1) (a) Where the arrangement of ordinary hours of work provides for a Programmed Day Off (PDO), and subject to sub clause (3) below, all employees will work to a roster which will provide for PDOs on a 28 day basis i.e. in usual circumstances employees 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 an employee 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 employee 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 follow applies:
- (a) Employees at one and two officer stations and QPCYWAs can accrue PDOs up to a maximum of 5 in accordance with Part 5 of this Schedule.
- (b) Employees 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
Cloncurry	Palm Island
Cooktown	Quilpie
Cunnamulla	Thursday Island
Doomadgee	Weipa
Hughenden	Winton

- (i) The accrued days off shall be taken within 12 calendar months from the date of commencing such accrual: provided that an employee 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 Service reasons, then the PDOs so deferred must be allowed by the Service to be able to be taken by the employee at some mutually agreed date within the 12 month period referred to herein.
 - (iv) There will be no cash equivalent of PDOs.
 - (v) 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 headquarters 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 his/her headquarters 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 employee is therefore unable to access a PDO/s, then such employee is to be placed on such PDO/s during the current roster period or the next, on return to his or her home station.
- (5) Non Commissioned Officers and Constables relieving as Commissioned Officers will be subject to the PDO provisions as prescribed at sub clause 4.1(4) of this Schedule.
 - (6) The rostering of employees 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 QPS for the purposes of special events, e.g. CHOGM, major prolonged sporting events, etc.

4.5 ROSTERS

- (1) In developing rosters, the provisions for clause 8.8 of this Schedule should 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/Determination 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 Schedule.
- (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, the employee and OIC/Manager will consider the occupational health and safety and fatigue management impacts of the request and sub-clause (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 sub clauses (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 maximize 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 prior to the commencement of the roster period (7 days). 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 8.2 of this Schedule and cost of conveyance pursuant to clause 3.3 (3) of this Schedule and clause 5.2.3 of the *Police Service Award - State 2003*.
- (iii) an employee referred to in sub-clause (ii) herein 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 provided for in this Schedule;
- (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, 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, the employee and OIC/Manager will consider the occupational health and safety and fatigue management impacts of the request and sub-clause (ix) 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) The parties acknowledge that the Service may have need to make adjustments to rosters where employees are in receipt of the OSA. Such adjustments may result in employees ceasing to be eligible for the allowance. The Service will enter into a process of consultation with the QPUE in this event and provide information to the Union sufficient for full consideration of the matter, prior to any such changes.

Weekend provisions

- (f) Weekend hours are those ordinary hours performed on Saturday and Sunday shifts. A Saturday and a Sunday shift will be as per the current Award provisions, which provide that a Saturday shift of duty is one commencing on a Saturday, and a Sunday shift of duty is one commencing on a Sunday.
- (g) Pursuant to this Schedule, 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. However, pursuant to this Schedule 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 limit in provisions sub clause (a)(iii) and (e) 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 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 provisions (k) and (l) 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 provisions (k) and (l) 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).
- (l) A pro rata calculation should be made of the 448 weekend hours as follows:
 - (i) determine the number of weeks of absence;

e.g. 12 weeks long service leave; or the employee is joining a 21% roster 12 weeks into the year. (If in doubt, the number of weeks absence is the number of working days divided by 5.);

- (ii) subtract the number of weeks of absence from 52, to arrive at the balance of the year

e.g. 52 minus 12 equals 40 weeks;

- (iii) divide this balance by 52, and multiply by 448, to arrive at the new pro rata number of weekend hours that may be worked by the employee

e.g. 40 divided by 52, multiplied by 448, equals 344.6 (i.e. 345) hours. Round up or down as appropriate;

- (iv) where applicable, subtract from this new pro rata figure the number of weekend hours already worked by the employee whilst in receipt of the 21% during that financial year

e.g. prior to the employee commencing long service leave, s/he had worked 80 hours of weekend work in that year after period of leave, will not be required to work in excess of 265 hours on weekend days for the remainder of the year.

Public Holiday provisions

- (m) 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 Schedule, 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.

- (n) 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, as per clause 7.1 hereof, such public holiday counts as one of the minimum of four public holidays that must be rostered off in an equity year.
- (o) 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.
- (p) 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.
- (q) 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 sub clauses (4)(a)(iv) and (4)(k) 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.

4.6 OVERTIME

The definition of "shift work" in clause 1.6.9 of the Award is deleted. The following applies in lieu of clause 6.4.2 of the Award.

(1) Overtime worked outside of the ordinary hours by an employee will be paid for at the rate of time and a half for the first three hours, and double time thereafter (except Sunday which is all double time) to employees who either:-

(a) mainly work day shifts; or

(b) are stationed at one or two officer stations, QPCYWAs, or Police Beats as referred to in Part 6 hereof; 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 3.3(17) of this Schedule:

Provided further that "mainly" will mean more than 50%.

(2) Where it is necessary to make a determination as to whether an officer has "mainly" met any requirements of the provision, this should be with reference to the relevant 28 day roster period.

(3) All other employees will be paid overtime as for shift workers at the rate of double time. In confirmation of previous practice, officers in receipt of either Detectives or Plain Clothes allowance prescribed in clause 5.2.4 of the Award and 3.3(5) of this Schedule will also be paid overtime at double time.

PART FIVE - ONE AND TWO OFFICER STATIONS AND QPCYWAs ARRANGEMENTS

5.1 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.

5.2 (a) Employees attached permanently to a one or two officer station or to a QPCYWA are to have an all up allowance of 35% of the employee's fortnightly pay point:

(b) Subject to clause 8.5 of this Schedule, this allowance shall be payable on all forms of paid leave and will be in lieu of payments for:

(i) Overtime

(ii) On Call* and Recall

(iii) Shift Work

(iv) Weekend duty

(v) Work on public holidays

(vi) Leave loading

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

5.3 Any reference to an "employee" either specifically or by inference in clauses 5.4 to 5.19 herein means an employee in receipt of the allowance.

5.4 (a) Employees will not be required to work in excess of 56 weekend days in an equity year.

(b) Employees will be rostered off at least one full weekend in each four week period.

(c) Employees will not be rostered to work more than 56 weekend days in an equity year. However, pursuant to clause 6.1.5 of the Award where it is absolutely necessary that this occur, any weekend days worked in excess of 56 per year will be worked as overtime (i.e. in excess of ordinary rostered hours, and will attract payment at such rates).

(d) Rostering arrangements will exclude the possibility of working in excess of 3 weekends in a 28 day roster. However, pursuant to clause 6.1.5 of the Award where it is absolutely necessary that an officer work in excess of these rostered hours, this is to be worked as overtime (i.e. in excess of ordinary rostered hours, and will attract payment at such rates).

(e) Accounting of weekend days will be in hours i.e. 8 hours x 56 days = 448 hours.

- (f) A Saturday and a Sunday shift will be as per the current Award provisions at clause 6.10.2 and 6.10.3, which provide that a Saturday shift of duty is one commencing on a Saturday, and a Sunday shift of duty is one commencing on a Sunday.
- (g) Employees will be rostered off at least four public holidays per equity year provided rosters are prepared in advance and public holidays rostered off are negotiated with District Officers. However, pursuant to clause 6.1.5 of the Award where it is absolutely necessary that work occurs on any of these 4 public holidays they are to be worked within ordinary rostered hours and payment will be at the rate of double time.
- (h) 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 holidays counts as one of the minimum of 4 public holidays that must be rostered off in an equity year.
- (i) Any public holiday (including a deemed public holiday where applicable) 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.
- (j) 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. In this instance, the local "Show Day" will include the deemed Show Day" holiday where applicable.
- (k) The rostering of PDOs on public holidays is not advocated.

5.5

- (a) Where an employee is directed to perform duty outside of his/her 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) In responding to a direction given in accordance with subclause 5.5(a) 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.

5.6

- (a) 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.
- (b) In performing duty in accordance with subclause 5.6(a) 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.

5.7

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, which ever is the longer. This section may only be implemented on the proviso that the position the employee is transferring to be kept vacant pending the employee's arrival. These provisions will not change the gazetted effective date of the employee's promotion.

5.8

- (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 5.8(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.

- 5.9** (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 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, thus affording the District Officer an opportunity to respond.

- 5.10** 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:

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.

- 5.11** Employees in one and 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.
- 5.12** Locality allowance is not affected by the payment of the allowance.
- 5.13** 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 s/he is readily accessible to members of the public outside ordinary hours, can respond to call outs, and fulfil the expectations and requirements of the position.

The implementation of this provision is not retrospective.

Relieving Arrangements

- 5.14** (a) 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.
- (b) 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 sub clause 5.2(b) above.
- (c) 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 he/she takes up duty at such station. The Part 5 allowance will be payable from this same date.
- 5.15** *Part 5 officer relieving in an OSA position (and eligible to receive OSA) and remaining in a police residence:*
- (a) Part 5 allowance ceases immediately and the officer receives the OSA and all other provisions normally relating to an OSA position would apply.
- (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.
- (c) Recall provisions would only apply where the recall is approved by management.
- (d) These arrangements would continue to apply until the officer resumes duties at the Part 5 establishment.
- 5.16** *Part 5 officer relieving in an OSA position (and eligible to receive OSA) and NOT remaining in a police residence:*
- (a) Part 5 allowance ceases immediately and the officer receives the OSA and all other provisions normally relating to an OSA position would apply.
- (b) These arrangements would continue to apply until the officer resumes duties at the Part 5 establishment.

5.17 *Part 5 officer relieving in a non-OSA position and remaining in a police residence:*

- (a) Retain the Part 5 allowance at the substantive rate for a period of 28 days.
- (b) During the 28 day period, none of the entitlements outlined in sub clause 5.2(b) above 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.
- (c) After the 28 day period:
 - (i) Part 5 allowance would cease and normal provisions relating to a non-OSA position would apply until the officer resumes duties at the Part 5 establishment; and
 - (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.

5.18 *Part 5 officer relieving in a non OSA position and NOT remaining in a police residence:*

- (a) Retain the Part 5 allowance at the substantive rate for a period of 28 days.
- (b) During the 28 day period, none of the entitlements outlined in sub clause 5.2(b) above would be paid to the officer.
- (c) After the 28 day period, the Part 5 allowance would cease and normal provisions relating to a non-OSA position would apply until the officer resumes duties at the Part 5 establishment.

PART SIX - RESIDENTIAL BEATS ARRANGEMENTS

6.1 Employees attached to residential police beats will be entitled to an allowance of 18% of each officer's own pay point 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)

- 6.2** A residential beat officer will not be rostered to work outside of their beat area during ordinary hours, unless justifiable.
- 6.3** Subject to clause 6.1 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.
- 6.4** Subject to clause 6.1 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.
- 6.5** Subject to clause 8.5 of this Schedule, the Beats Allowance will be paid to an employee absent on annual leave, sick leave, long service leave or bereavement leave whilst the officer remains attached to such beat:

Provided always that when an employee is on leave without pay, no allowance is to be paid.

Relieving Arrangements**6.6** *Operational shift officer relieving in a beat and residing in the residential beat residence:*

- (a) OSA ceases immediately and the officer receives the Beats Allowance from the commencement of relieving period.

6.7 *Operational shift officer relieving in a beat and NOT residing in a residential beat residence:*

- (a) Retain the OSA at the substantive rate for a period of 28 days (no entitlement to the Beats Allowance);
- (b) Overtime and recall provisions would apply for any work performed outside the ordinary working hours;
- (c) 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;

(d) 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.

6.8 *Operational shift officer relieving in a beat and also performing duty at the headquarters station during the relieving period (equitably participating in an operational shift roster) and NOT residing in a residential beat residence:*

(a) Retain the OSA.

6.9 *Part 5 officer relieving in a beat and residing in a residential beat residence:*

(a) Part 5 allowance ceases immediately and the officer receives the Beats Allowance from the commencement of relieving period.

6.10 *Officer not in receipt of the OSA or the Part 5 allowance relieving in a beat and residing in a residential beat residence:*

(a) Payment of the Beats allowance would commence immediately.

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

(a) Beats allowance ceases immediately and the officer receives the OSA and all other provisions normally relating to an OSA position would apply;

(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;

(c) Recall provisions would apply only where the recall is approved by management.

(d) These arrangements would continue to apply until officer resumes duties at the Police Beat.

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

(a) Beats allowance ceases immediately and the officer receives the OSA and all other provisions normally relating to an OSA position would apply;

(b) These arrangements would continue to apply until the officer resumes duties at the Police Beat.

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

(a) Retain the Beats Allowance at the substantive rate for a period of 28 days;

(b) During the 28 day period:

(i) No overtime or on-call allowance will be paid for after hours calls by a member of the public at the residence; and

(ii) No shift penalties would be paid except for weekend and public holiday penalties.

(c) After the 28 day period:

(i) 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

(ii) Normal provisions relating to a non-OSA position would apply until the officer resumes duties at the Police Beat.

6.14 *Residential Beat Officer relieving in a non-OSA position and NOT remaining in a residential beat residence:*

(a) Retain the Beats Allowance at the substantive rate for a period of 28 days;

(b) During the 28 day period:

(i) No overtime or on-call allowance would be paid unless it would be unreasonable not to do so in particular circumstances; and

(ii) No shift penalties would be paid except for weekend penalties.

(c) After the 28 day period:

(i) Normal provisions relating to a non-OSA position would apply until the officer resumes duties at the Police Beat.

6.15 *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:*

(a) 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;

(b) 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.

PART SEVEN - PUBLIC HOLIDAYS / LEAVE

7.1 PUBLIC HOLIDAYS

(1) The rostering of employees on a programmed day off on a public holiday is not advocated.

(2) The Service is able to roster employees on or off public holidays as appropriate, as a paid day off in ordinary time, in addition to such employees' eight rest days in a 28 day period. The decision as to who will or will not work will be made by the Commissioner. Such decision will be based on need.

7.2 ANNUAL LEAVE

(1) Annual leave will accrue at the rate of 0.62466 hours for each calendar day of service; and in the Northern and western parts of the State at 0.68712 hours for each calendar day of service.

(2) An employee permanently in receipt of the OSA, SARCIS allowance, or the allowance prescribed in Part 5 of this Schedule immediately prior to commencing a period of annual leave will have such allowance paid during the entirety of that period of annual leave, in lieu of leave loading.

(3) The loading applicable will be dictated by the employee's status at the time of taking leave. Employees in receipt of the OSA, SARCIS allowance, or the allowance prescribed in Part 5 of this Schedule, or the Coverts Allowance prescribed in clause 3.3 will receive these allowances on annual leave but will not be paid leave loading. Employees not in receipt of these allowances at the time of taking leave will be paid leave loading

(4) Annual leave accrued in excess of an employee's maximum accumulation, or deferred leave not taken in accordance with the requirements of clause 7.1.5 of the *Police Service Award - State 2003* will be transferred to the employee's sick leave entitlement.

(5) 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° east longitude but including the township of Moranbah.

(6) This provision only applies to commissioned officers. For the purposes of this clause a rotational shift work position is such as referred to in clause 4.1 (6) of this Schedule.

(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.

(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% the officer's base rate for all time engaged in and/or occupying a rotational shift work position. The *pro-rata* shift work leave loading under this subclause will be paid fortnightly at the rate prescribed.

7.3 ANNUAL LEAVE MANAGEMENT

- (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 2003*, 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 can 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.

7.4 SICK LEAVE

- (1) Annual leave accrued in excess of an employee's maximum accumulation, or deferred leave not taken in accordance with the requirements of clause 7.1 5 of the *Police Service Award - State 2003* will be transferred to the employee's sick leave entitlement.
- (2) With respect to the Sick Leave Bank, the Service continues to endorse the operation and maintenance of the Sick Leave Bank, as outlined in Schedule 9 to this Determination.
- (3) Sick leave will accrue at the rate of 0.31233 hours for each calendar day of service.
- (4) 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.

PART 8 - MISCELLANEOUS MATTERS

8.1 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 set out at clause 5.2.2 of the *Police Service Award - State 2003*, the employee shall upon application, be reimbursed for any damage to their clothing during the performance of that duty. The quantum 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

8.2 TRAVELLING TIME

- (1) This clause does not apply to commissioned officers.
- (2) The Service's preferred position on employees being required to travel is that travel will be 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.

(3) Defining travelling time

- (a) Subject to sub-clauses (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 sub clause (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.

(4) 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.
- (5) 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.
- (6) These provisions do not apply to travelling occurring pursuant to:
- (a) the provisions of clause 6.9 of the *Police Service Award - State 2003 (Recall to Duty)*;
 - (b) clause 6.11 of the *Police Service Award - State 2003 (Specials)*;
 - (c) any travelling on transfers - clause 8.1 of the *Police Service Award - State 2003 (Transfers)* continues to apply. However, if the Service requires an employee to travel in his/her own time on transfer then these travelling time provisions apply;
 - (d) travel time provided for under Part 5 of this Schedule (*One and Two Officer Stations and QPCYWAs*);
 - (e) time spent travelling to and from an employee's residence and usual station, section or establishment;

- (f) 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;
- (g) 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;
- (h) travelling outside of Australia.

8.3 TRANSFER ENTITLEMENTS

- (1) Employees are entitled to transfer entitlements in accordance with Schedule 10 of this Determination.
- (2) The Schedule of Fees contained in Appendix A of Schedule 10 is set in accordance with rates applicable to public service officers through Directive No. 9/11 issued pursuant to the *Public Service Act 2008* which may be amended from time to time. All future adjustments to the applicable fees will be applied from the same effective date as the amended Directive.

8.4 OVERPAYMENTS

Due to the increasing incidence of overpayments occurring within the Service, the parties have agreed on the following:

- (1) The Service will review current processes to identify the cause of such overpayments and implement strategies which will ensure salaries and allowances are correctly paid.
- (2) 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 s/he 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.)
- (3) Where an overpayment has occurred, the SSP will notify the employee by e-mail in accordance with subclause (2)(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 sub clause (4) 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 subclause (6) below.
- (4) (a) 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.
- (5) The balance of all overpayments is to be deducted from any termination payment made to an employee.
- (6) 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.
- (7) If an employee is aggrieved by a decision made pursuant to sub-clause (6), then the dispute settlement procedures clause of the Determination applies.

8.5 MAXIMUM LIMIT FOR PAYMENT OF CONSOLIDATED ALLOWANCES

- (1) Consolidated allowances are Operational Shift Allowance, Residential Beats Allowance, One and Two Officer and Youth Clubs 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 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 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 Director, plus any additional 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 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.

8.6 CONCESSIONAL DAY

The parties agree that the administrative application of the concessional day over the Christmas/New year period does not apply to any police officer.

8.7 PART TIME EMPLOYMENT

General

- (1) This clause applies to the extent of any inconsistency with the *Family Leave (Queensland Public Sector) Award - State 2004*.
- (2) "CAFI Committee" for the purposes of this clause means the Child And Family Issues Committee network established under the Human Resource Management Manual.
- (3) "Part-time Employee" means an employee, who is engaged to work less than 38 hours per week either:
 - (a) on rostered regular hours on pre-determined days of the week; or
 - (b) on a rotational shift basis; or
 - (c) a pre-determined number of hours per fortnight or roster period on irregular days of the week as agreed from time-to-time.
- (4) The choice of option (a), (b) or (c) above should be negotiated between the employee and employer taking into consideration operational needs of the Service. However, 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).

- (5) A part time agreement for employees as defined in sub-clause (3), (b) herein, where possible should be proportionately equitable within a roster.
- (6) A part-time employee will not be entitled to a programmed day off (PDO).
- (7) In stations listed in Schedule 5, Part 4, clause (7), part time agreements may be negotiated that assist in meeting demands for service. Subject to clause 4.2 of this Schedule, such 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.
- (8) 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.
- (9) 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.
- (10) A member may not make more than one application for part-time work within any 12 month period, unless the authorized officer agrees. However a part-time agreement may include a variation of hours throughout a fixed period without the need to make a subsequent application within 12 months.
- (11) When making a decision regarding a part time application, the relevant Assistant Commissioner/Director is to consider:
 - (a) The particular circumstances of the employee that give rise to the application;
 - (b) The impact the refusal of the application may have on the employee and the employee's dependents;
 - (c) The effect the arrangement might have on the Service, particularly operationally;
 - (d) Reference to s.29D of the *Industrial Relations Act 1999* which requires the Service, as the employer, to give proper consideration to an application to work part-time upon returning from parental leave;
 - (e) Advice and recommendations of the Region/Command CAFI Committee (RCCC) in relation to the application if consideration is given to not approving the application.
- (12) 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.
- (13) 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 Schedule 2 of this Determination.
- (14) The Service will endeavor 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
- (15) 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.
- (16) Where an employee's application to work part-time is approved, the arrangements for working part-time are to be documented.

Right of Review Process

- (17) If the part-time application is not approved at the Region/Command level the applicant may refer the application to the QPS Part Time Committee.

Role of QPS Part Time Committee

- (18) The role of the QPS 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.
- (19) The QPS Part Time Committee membership will consist of:
 - (a) The Director Workforce Management (or Delegate);
 - (b) The Director Employee Relations (or Delegate);

- (c) A nominated representative from the Queensland Police Commissioned Officers Union;
 - (d) A nominated representative from the Queensland Police Union of Employees.
- (20) The QPS Part Time Committee will meet at least bi-monthly or more frequently as agreed by the members of that committee.
 - (21) Queensland Police Service will provide secretariat services to the QPS Part Time Committee.
 - (22) The QPS Part Time Committee will reconsider part time applications referred by an applicant as provided for at sub-clause (15) herein.
 - (23) The QPS Part Time Committee may make recommendations in relation to:
 - (a) The particular circumstances of the employee that gave rise to the application;
 - (b) The impact the refusal of the application may have on the employee and the employee's dependents;
 - (c) The effect the arrangement might have on the Service, particularly operationally;
 - (d) Reference to s.29D of the *Industrial Relations Act 1999* which requires the Service, as the employer, to give proper consideration to an application to work part-time upon returning from parental leave;
 - (e) Advice and recommendations of the RCCC and the Assistant Commissioner in relation to the application.
 - (24) In the event that the QPS 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.

Part-time Agreement terms

- (25) 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.
- (26) A part-time agreement may be for a fixed period or indefinitely. A part-time agreement for an indefinite period will be reviewed annually.
- (27) 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.
- (28) 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 clause has been approved.

8.8 HEALTH AND SAFETY AND FATIGUE MANAGEMENT

- (1) The Service, its supervisors and employees will consider their respective obligations under the *Workplace Health and Safety Act 2011* in the performance of their duties.
- (2) In particular, employees and supervisors will refer to the *Risk Management Code of Practice 2007* and the *Fatigue Management Guide*, both as amended from time to time and produced by Workplace Health and Safety Queensland.
- (3) When performing any duties as an employee, or when performing the duties of a supervisor with the Service, 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.

SCHEDULE 2**LATERAL TRANSFERS - NON-COMMISSIONED OFFICERS AND CONSTABLES****ARRANGEMENT OF SCHEDULE**

Subject	Clause No
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Part One - Preliminary

Title	1.1
Schedule Coverage	1.2
Objects	1.3
Definitions	1.4
Date of Operation	1.5

Part Two - Utilisation of lateral transfers

Utilisation of Lateral Transfers

Part Three - Entitlements

Entitlements

Part Four - Administration of lateral transfers

Transfer Advisory Committee (TAC)	4.1
The Selection Process	4.2
Dispute Settlement	4.3
First Year Constables	4.4
General	4.5

PART 1 - PRELIMINARY**1.1 Title**

This Schedule will be known as "Lateral Transfers - Non-Commissioned Officers and Constables".

1.2 Schedule Coverage

- (1) This Schedule applies in lieu of clause 4.1 "Vacancies to be advertised" of the *Police Service Award-State* 2003 (as amended from time to time and also by Schedule 1 of this Determination) in the case of lateral transfers as defined herein. All other transfers will comply with the aforementioned Award/enterprise bargaining provisions.
- (2) This Schedule does not apply to commissioned officers unless otherwise provided by Schedule 3 of this Determination.
- (3) Subject to 1.3(2) below, an Assistant Commissioner or Director may laterally transfer a Constable or Senior Constable under their command where there is mutual agreement and the employee's resultant travelling distance between the employee's residence and place of work does not exceed 40km. 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".

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*.

1.3 Objects

- (1) Lateral transfers provide a facility for the transfer of staff at their substantive rank to other jobs or locations in special circumstances without the need to advertise and fill positions on an open merit basis.

- (2) The full [i.e. open] merit process is the usual way in which jobs are to be filled, particularly at non-commissioned officer levels. Accordingly, lateral transfers at these ranks need to have compelling grounds and need to be the exception rather than the rule. The lateral transfer facility is not intended as a substitute for or means of avoiding the merit system.
- (3) A successful lateral transfer only supports the applicant out of their current location, not into a particular position.

1.4 Definitions

- (1) Closed merit - 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.
- (2) Equivalent rank - The term 'equivalent rank', where it appears in this Schedule means without change in rank.
- (3) Lateral Transfer - The process of transferring (in response to one or more operational factors) and in accordance with Part 2 (3) of this Schedule, within the Queensland Police Service, an employee at such employee's existing rank to a position at an equivalent rank, without advertisement of that position:

Provided that no employee will suffer a reduction in ordinary salary as a result of a lateral transfer.

- (4) Open Merit - This 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].
- (5) Operational factors - are variables which allow access to lateral transfers within the Police Service:

Provided that none of the operational factors 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 by the TAC and the Commissioner. For the purposes of this Schedule operational factors are:-

- (a) 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.
- (b) 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 those positions designated in Schedule 6 of this Determination will continue to be filled on an open merit basis.

Provided further 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.

- (c) 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.
- (d) 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.

(e) Service in Particular Postings:

- i. 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
- ii. 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.

(f) 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.

(g) 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.(h) Return from Extended Leave/Absence: This does not include return from leave entitlements e.g. Annual Leave, Long Service Leave, Maternity leave.(i) Assistance in meeting EEO requirements: This allows all parties to the Determination to meet legislative requirements when dealing with EEO issues.(j) 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.(k) 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.(l) 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.(m) Resource Management:

- (i) 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.
- (ii) 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 method agreed between the Service and the Queensland Police Union of Employees. Agreement will not unreasonably be withheld or delayed by either party.

(n) Partners Employment:

- (i) 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.
- (ii) 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.

(iii) This factor may also apply where the request for a transfer is at the employee's instigation and is purely to suit his/her partner's choice to relocate their employment where the partner is neither a police officer nor a staff member.

- (o) 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.
- (p) 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.
- (q) 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.

(6) Commissioner - means the Commissioner of the Police Service or delegate.

1.5 Date of Operation

This Schedule takes effect and has the force of the law from the date it is approved by the Queensland Industrial Relations Commission.

PART 2 - UTILISATION OF LATERAL TRANSFERS

- (1) When deciding not to advertise a position consideration will be given to:
 - (a) the relevant provisions of the *Police Service Administration Act 1990* which give responsibility to the Commissioner for determining the number, deployment and location of staff;
 - (b) whether the efficient management of the Service is better served by making an appointment based on lateral transfer rather than an open, merit-based, advertising process; and
 - (c) the need to ensure fair and reasonable processes and treatment of all employees in the Police Service.
- (2) A balance needs to be maintained between the often competing needs of the organisation and those of individual employees affected by the decision.
- (3) The decision making process must be robust in respect to the principles of the *Judicial Review Act 1991* [Qld]. Decisions should be well considered, balanced, properly documented, open and fair. Furthermore, decisions will be made by a fair and equitable process as referred to in the provisions of section 5.2 (2) (b) of the *Police Service Administration Act 1990* in that they will be made on a basis that prevents unjust discrimination, whether in favour of or against an employee.
- (4) The Commissioner may determine not to advertise any number of positions including:
 - (a) a single vacancy - (e.g. compassionate need, employee returning from extended leave).
 - (b) A group of vacancies - to facilitate organisational restructuring (e.g. job and workplace redesign).
- (5) For all other forms of transfer, not being lateral transfers, the provisions of this Determination and other Schedules, and the *Police Service Award-State 2003* shall apply.
- (6) This Schedule will not preclude the right of review for any applicant regarding the filling of an advertised position:

Provided that the only employee able to review a lateral transfer is the person so selected for that transfer.

PART 3 - ENTITLEMENTS

Employee Entitlements

- (1) Subject to (2), employees laterally transferred where a change of residence is reasonably required will be entitled to transfer leave and appropriate expenses.
- (2) In the cases of employees who seek lateral transfers under the operational factors specified at either: clause 1.4 (5) (l) Swaps; or (n) (ii) and (iii) of Partner's Employment; or (p) 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.
- (3) None of the decisions referred to in (2) in relation to costs will be used as a precedent in dealing with any other matter relating to costs of transfers.

PART 4 - ADMINISTRATION OF LATERAL TRANSFERS

4.1 Transfer Advisory Committee (TAC)

- (1) 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) 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 Queensland Police 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.

4.2 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) The parties to this Schedule acknowledge that the position offered at a requested/proposed location by the Service (i.e. if a position is available), is not required to entitle the employee to the same allowances as payable in their former position (i.e. OSA, Detective or Plain Clothes Allowance etc).
- (h) 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.

4.3 Dispute Settlement

In the event of a dispute the 'Dispute Settlement Procedures' clause of the Determination applies.

4.4 First Year Constables

The provisions of this Schedule will not apply to any appointments, postings, movements or transfers of a Constable up to and including such employee's appointment upon confirmation.

4.5 General

- (1) Lateral transfers will be notified in the Police Gazette.
- (2) The Commissioner will ensure that the exercise of final decision-making will be within the terms of this Schedule having regard to the factors as contained herein.

SCHEDULE 3
LATERAL TRANSFER ARRANGEMENTS
COMMISSIONED OFFICERS

- (1) These provisions apply in lieu of clause 4.1 of the *Police Award - State 2003* (as amended by Schedule 1 of this Determination).

Inspectors

- (2) The lateral transfer of Inspectors will be determined by the Inspectors Appointments Board (IAB).
- (3) The IAB will recommend applicants to the Deputy Commissioner for Inspector positions (including District Officer positions) advertised on either merit, or by lateral transfer through an Expression of Interest. The mode of advertising will be matter for the Deputy Commissioner.
- (4) The Commissioner makes the final decision in terms of any appointment.
- (5) The IAB shall be chaired by an Assistant Commissioner and include other appropriate senior service personnel as determined by the Deputy Commissioner. The IAB will be assisted by a member/s of the Human Resources Management Branch to provide administrative support including minute taking.
- (6) The Queensland Police Commissioned Officers' Union (QPCOU) will be a full member of the IAB when it is considering lateral transfers, but not when the Board is considering new appointments (i.e. promotions) to Inspector rank.
- (7) The Board will meet quarterly or as required.
- (8) Any application by an Inspector for a lateral transfer will be forwarded in the first instance to the office of the Deputy Commissioner by the relevant Assistant Commissioner or Director. The relevant senior executive officer will indicate support or otherwise for the application, together with reasons. Applications by Inspectors will then be on-forwarded to the IAB for consideration.
- (9) Any senior executive officer who wishes to initiate a lateral transfer of an Inspector will forward a submission to the Deputy Commissioner indicating the reasons why, together with the view of the subject commissioned officer.
- (10) The following provisions as contained in the lateral transfer arrangements which apply to non-commissioned officers and constables (Schedule 2) will apply to Inspectors lateral transfers:
- definitions of such matters as "lateral transfers", "operational factors", "closed merit" and any other relevant matter;
 - operational factors, relevant to commissioned officers;
 - transfer entitlements;
 - dispute settlement.

Superintendents and Chief Superintendents

- (11) All movements of Superintendents and Chief Superintendents and advertising of such positions by merit or Expressions of Interest shall be in consultation with the QPCOU, but solely at the discretion of the Deputy Commissioner.

SCHEDULE 4**LOCALITY ALLOWANCE
Police Officers Only**

Centre	Full rate per fortnight		Centre	Full rate per fortnight
Adavale	170.70		Calen	41.10
Agnes Water	29.70		Calliope	27.50
Alpha	108.20		Camooweal	178.40
Anakie	76.00		Cannonvale	61.30
Aramac	132.20		Capella	77.30
Atherton	72.80		Cardwell	88.30
Augathella	107.50		Carmila	53.10
Aurukun	344.80		Cecil Plains	23.30
Ayr	64.30		Charleville	86.50
Babinda	63.80		Charters Towers	73.70
Bamaga	329.50		Cherbourg	47.10
Baralaba	86.10		Chillagoe	103.70
Barcaldine	115.70		Chinchilla	48.30
Bedourie	291.30		Clare	72.40
Bell	23.00		Clermont	101.80
Biloela	50.90		Cloncurry	121.50
Birdsville	310.30		Coen	268.40
Blackall	108.10		Collinsville	63.60
Blackbutt	26.90		Cooktown	192.10
Blackwater	71.30		Cooyar	23.60
Bollon	107.30		Cottonvale	27.70
Boulia	206.90		Croydon	272.20
Bowen	43.40		Cunnamulla	115.70
Burketown	239.60		Dajarra	168.60
Cairns	50.70		Dalby	14.00

Centre	Full rate per fortnight		Centre	Full rate per fortnight
Dalveen	21.00		Goovigen	60.50
Deeragun	43.40		Gordonvale	55.50
Dimbulah	78.80		Gracemere	27.50
Dirranbandi	103.30		Greenvale	125.70
Doomadgee	263.80		Halifax	75.40
Duaringa	56.40		Herberton	77.90
Dulacca	71.20		Home Hill	67.40
Dunwich	69.80		Hopevale	203.20
Dysart	79.80		Horn Island	286.20
Edmonton	53.20		Hughenden	138.60
Edward River (Pormpuraaw)	329.50		Hungerford	196.20
Eidsvold	51.00		Ilfracombe	119.80
El Arish	80.70		Ingham	70.60
Emerald	66.60		Inglewood	40.10
Emu Park	35.50		Injune	66.40
Eromanga	172.30		Innisfail	71.60
Eton	34.80		Isisford	142.30
Eulo	132.50		Jandowae	25.80
Farleigh	30.00		Jericho	122.30
Finch Hatton	44.30		Julia Creek	152.70
Forsayth	169.50		Jundah	198.70
Fraser Island	50.85		Karumba	277.60
Gayndah	28.00		Kingaroy	21.60
Georgetown	157.10		Kirwan	43.40
Giru	53.80		Kowanyama	344.80
Gladstone	27.50		Kumbia	27.70
Glenden	94.70		Kuranda	59.30
Goondiwindi	49.60		Kynuna	171.60

Centre	Full rate per fortnight		Centre	Full rate per fortnight
Lakes Creek	26.60		Mount Garnet	99.30
Laura	229.60		Mount Larcom	30.60
Lockhart River	329.50		Mount Molloy	76.30
Longreach	113.90		Mount Morgan	35.80
Mackay	29.00		Mount Perry	26.90
Mackay Northern Beaches	29.00		Mount Surprise	132.60
Magnetic Island	73.50		Moura	71.20
Malanda	78.10		Mourilyan	73.30
Many Peaks	38.30		Mt Isa	91.60
Mareeba	67.00		Mulgildie	36.70
Marian	34.80		Mundubbera	43.40
Marlborough	52.10		Mungallala	76.50
Marmor	34.60		Mungindi	108.90
McKinlay	153.20		Murgon	32.50
Meandarra	53.10		Muttaburra	142.80
Middlemount	96.00		Nanango	26.70
Miles	58.70		Nebo	53.70
Millaa Millaa	84.50		Normanton	259.20
Mingela	66.60		North Rockhampton	26.60
Mirani	37.30		Palm Island	103.70
Miriam Vale	36.50		Pentland	113.10
Mission Beach	101.10		Point Lookout	69.80
Mitchell	69.90		Port Douglas	66.30
Monto	34.30		Prairie	144.70
Moranbah	60.00		Proserpine	58.80
Mornington Island	352.40		Proston	39.10
Morven	108.10		Quilpie	114.50
Mossman	68.30		Ravenshoe	86.90

Centre	Full rate per fortnight		Centre	Full rate per fortnight
Richmond	168.00		Tieri	87.20
Rockhampton	26.60		Torrens Creek	132.70
Rolleston	109.30		Townsville	43.40
Rollingstone	55.50		Tully	94.80
Roma	46.70		Walkerston	31.00
Rosedale	20.70		Wallangarra	36.60
Sarina	36.80		Wallumbilla	54.80
Seaforth	38.50		Wandoan	76.30
Silkwood	78.40		Warra	24.60
Smithfield	52.70		Weipa	194.60
South Johnstone	74.40		Westwood	36.60
Springsure	81.10		Windorah	207.90
St. George	78.90		Winton	151.40
St. Lawrence	67.80		Wondai	28.50
Stanthorpe	27.70		Woorabinda	116.20
Stuart	44.90		Wowan	46.30
Surat	63.80		Wujal Wujal	210.35
Talwood	72.50		Wyandra	111.50
Tambo	134.50		Yaraka	182.40
Tannum Sands	27.50		Yarrabah	63.50
Tara	36.30		Yarraman	30.80
Taroom	107.90		Yelarbon	50.70
Texas	54.80		Yeppoon	34.30
Thallon	97.80		Yuleba	59.20
Thargomindah	198.60		Yungaburra	76.30
Theodore	82.70			
Thursday Island	286.20			

SCHEDULE 5

OFFICERS IN CHARGE - CATEGORIES AND PAYPOINT ACCESS

PART 1: REVIEW OF OFFICE IN CHARGE ALLOWANCE

- (1) During the life of the Determination the QPS and the QPUE will review the application of the Officer in Charge allowance to all positions which are designated by position description as 'Officer in Charge' (except for one officer stations) to develop a method which, as far as practicable, removes anomalies and inequities. Where an anomaly or an inequity exists it should be rectified.

PART 2: STATIONS

(1) Application and Purpose

- (a) Part 1 of this Schedule applies to an Officer in Charge (OIC) of a station and details the following entitlements:
- (i) Pay point access for an OIC of a station; and
 - (ii) OIC categories for the purpose of determining which OIC allowance should apply, as prescribed by clause 3.3 (11) of Schedule 1 of this Determination.
- (b) Part 1 of this Schedule does not apply to one and two officer stations.

(2) Definitions

For the purpose of Part 1 of this Schedule, the following definitions apply.

- (a) **Number of Staff:** The number of staff reporting to an OIC will be based on the approved strength for the station. Provided that "approved strength" means the number of staff approved by the Deputy Commissioner. Provided further that when a position is approved by the Deputy Commissioner, such a position will be considered "approved strength" from the date an employee takes up duty in the position.
- (b) **Staff:** The term "staff" will refer to the following employee classifications:
- (i) Sworn police officers;
 - (ii) Unsworn members of the Queensland Police Service covered by Schedule 7 to this Determination;
 - (iii) Communications Room Operators;
 - (iv) Assistant Intelligence Officers;
 - (v) Station Client Service Officers;

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.

(3) Only One OIC for each Station

Only one Sergeant or Senior Sergeant may be approved as OIC of a station and hence qualify for payment of the OIC allowance and access the applicable pay point, except in situations where clauses 2.1, 3.2(7) and/or 3.3(11) of Schedule 1 to this Determination are applicable.

(4) Applicable OIC Entitlement - Sergeants

Sergeant OIC Categories and Paypoint Access	
Allowance payable (Refer Schedule 1, Clause 3.3 (11) of this Determination)	Highest pay point accessible (Refer to Schedule 8 of this Determination)
Category B	Sergeant Paypoint 6

(5) Applicable OIC Entitlements - Senior Sergeants

Senior Sergeant OIC Categories and Paypoint Access

Number of staff excluding the OIC	Allowance payable (Refer Schedule 1, Clause 3.3 (11) of this Determination)	Highest paypoint accessible (Refer to Schedule 8 of this Determination)
Up to 75 staff	Category B	Senior Sergeant Paypoint 5
76 or more staff	Category C	Senior Sergeant Paypoint 5

PART 3: BRANCHES, SECTIONS OR ESTABLISHMENTS

(defined herein as "sections" for ease of reference)

(1) Application and Purpose

(a) Part 2 of this Schedule applies to an Officer in Charge (OIC) of a section and details the following:

- (i) Criteria for qualification as an OIC of a section;
- (ii) Pay point access for an OIC of a section; and
- (iii) OIC categories for the purpose of determining which OIC allowance should apply, as prescribed by clause 3.3(11) of Schedule 1 to this Determination.

(b) Part 2 of this Schedule does not apply to QPCYWAs or Residential Beats.

(c) Entitlements prescribed under Part 2 of this Schedule will only apply where there is a genuine and demonstrated reporting relationship of staff to an OIC position.

(2) Definitions for this Schedule

For the purpose of Part 2 of this Schedule, the following definitions apply.

(a) **Section:** Branches, sections or establishments are referred to as "sections".

(b) **Number of Staff:** The number of staff reporting to an OIC will be based on the approved strength for the section. Provided that "approved strength" means the number of staff approved by the Deputy Commissioner. Provided further that when a position is approved by the Deputy Commissioner, such a position will be considered "approved strength" from the date an employee takes up duty in the position.

(c) **Staff:** The term "staff" will refer to the following employee classifications:

- (i) Sworn police officers;
- (ii) Unsworn members of the Queensland Police Service covered by Schedule 7 to this Determination;
- (iii) Communications Room Operators;
- (iv) Assistant Intelligence Officers;
- (v) Station Client Service Officers;
- (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.

(3) Duties and Responsibilities of an OIC of a Section:

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 section.
- (b) manage and provide leadership to the section on a day to day basis, including controlling the available resources and making the day to day management decision concerning these functions; and
- (c) have responsibilities for the staff in the section for issues such as performance management, risk management, EEO, welfare, OH&S, and leave approvals.

(4) Only One OIC for each Section

(a) OIC entitlements cannot be approved under Part 2 of this Schedule if a section is the primary responsibility of a Commissioned Officer to whom a Sergeant or Senior Sergeant reports. In such cases the Commissioned Officer is the OIC.

(b) Only one Sergeant or Senior Sergeant may be approved as OIC of a section and hence qualify for payment of the OIC allowance and access the applicable paypoint, except in situations where clauses 2.1, 3.2(7) and/or 3.3(11) of Schedule 1 to this Determination are applicable.

(5) Types of Sections that Qualify a Sergeant or Senior Sergeant for Determination as an OIC and receive OIC entitlements

(a) In order for a Sergeant or Senior Sergeant to qualify as an OIC, 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 Officers (DETO) on the basis that subordinates are not necessarily required to work a shift work pattern.

(6) Categories - 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 Pay point Access		
Number of staff excluding the OIC	Allowance payable (Refer Schedule 1, Clause 3.3 (11) of this Determination)	Highest paypoint accessible (Refer to Schedule 8 of this Determination)
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

(7) Categories - 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 Schedule 1, Clause 3.3 (11) of this Determination)	Highest paypoint accessible (Refer to Schedule 8 of this Determination)
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

Part 4 - STATIONS AND SECTIONS WITH DESIGNATED OFFICER IN CHARGE POSITIONS

(The below list is current as at 11 August 2011 unless otherwise indicated based on the available information. The list is subject to amendment as a consequence of organisational changes such as increasing/decreasing the size of sections, the commissioning or decommissioning of stations etc. The list as amended from time to time will be available on the Industrial Relations Branch website of the Service's intranet.)

(1) Sergeants - Sections, 1 to 3 staff.

The Sergeant OIC positions listed below will receive the Category A allowance prescribed at Schedule 1, clause 3.3 (11) of this Determination. Provided further that the OIC positions listed below will have access to Sergeant pay point 5 rate subject to the progression arrangements contained in Schedule 1:

Central Region

Biloela CIB
Blackwater CIB
Emerald CIB
Emerald SOC (from 12 October 2007)
Gladstone DETO
Gladstone District Intel
Gladstone District Water Police
Gladstone Dog Squad
Gladstone Prosecutions
Longreach CIB
Longreach SARCIS
Mackay Dog Squad
Mackay Prosecutions
Mackay RES (from 1 July 2008)
Moranbah CIB
Rockhampton District Intel
Rockhampton Dog Squad
Rockhampton Prosecutions (from 24 June 2010)
Sarina CIB
Whitsunday CIB
Whitsunday Water Police
Yeppoon CIB
Yeppoon Water Police
Far Northern Region
Cairns Dog Squad
Cairns Forensic Crash Unit (from 15 June 2010)
Cairns Water Police
Cooktown CIB
Edmonton CIB
Far Northern Region Scientific
Innisfail CPIU
Innisfail Prosecutions
Innisfail SOC
Innisfail Traffic Branch
Mareeba CPIU

Mareeba Prosecutions

Mareeba SARCIS

Mareeba SOC

Mossman CIB

Smithfield CIB

Thursday Island CIB

Thursday Island CPIU

Tully CIB

Weipa CIB

Metro North Region

Brisbane West District DETO (from 11 July 2008)

North Brisbane District DETO

North Brisbane District Prosecutions

Pine Rivers District Prosecutions

Pine Rivers DETO

Sandgate Watchhouse

Metro South Region

Buranda Community Beat (from 7 June 2008)

Wynnum DETO (from 4 February 2008)

Wynnum District Prosecutions

North Coast Region

Bundaberg DETO

Bundaberg Dog Squad

Bundaberg Prosecutions

Bundaberg RES (from 1 July 2008)

Bundaberg Watchhouse

Caboolture Dog Squad

Caboolture District Intel

Caboolture Prosecutions

Gympie DETO

Gympie Prosecutions (20.07.07)

Gympie SARCIS

Gympie SOC

Maryborough DETO

Maryborough Dog Squad

Maryborough District Intel (from 24 August 2009)

Maryborough Forensic Crash Unit (from 30 November 2009)

Maryborough Prosecutions

Maryborough RES

Maryborough Water Police

Redcliffe DETO

Redcliffe Dog Squad
 Redcliffe Forensic Crash Unit (from 1 July 2007)
 Redcliffe District Intel
 Redcliffe Prosecutions
 Sunshine Coast Dog Squad
 Sunshine Coast RES
 Sunshine Coast Water Police

Northern Region

Ayr CIB
 Bowen CIB
 Charters Towers CIB
 Charters Towers SARCIS
 Cloncurry SARCIS
 Ingham CIB
 Mt Isa DETO
 Mt Isa District Intel
 Mt Isa Dog Squad
 Mt Isa Prosecutions
 Mt Isa SOC
 Northern Region Scientific
 Palm Island CIB
 Townsville Dog Squad

Operations Support Command

Police Diving Unit

South Eastern Region

Broadbeach RES (from 1 July 2008)
Coomera District Intel (from 7 May 2011)

Southern Region

Charleville CIB
 Charleville SARCIS
 Dalby CIB
 Dalby CPIU
 Dalby Prosecutions
 Dalby SOC (from 1 June 2011)
 Dalby Traffic Branch
 Gatton CIB
 Gatton CPIU (from 24 October 2009)
 Goondiwindi CIB
 Goondiwindi Traffic Branch
 Ipswich Dog Squad
 Ipswich Forensic Crash Unit (from 1 July 2007)

Roma CIB
 Roma SARCIS
 Roma SOC
 Roma Traffic Branch
 St George CIB
 Stanthorpe CIB
 Stanthorpe Traffic Branch
 Toowoomba Dog Squad
 Warwick CIB
 Warwick CPIU (from 6 June 2011)
 Warwick Prosecutions
 Warwick Traffic Branch

(2) Sergeants - Sections, 4 to 7 staff.

The Sergeant OIC positions listed below will receive the Category A allowance prescribed at Schedule 1, clause 3.3 (11) of this Determination. Provided further that the OIC positions listed below will have access to Sergeant pay point 6 rate subject to the progression arrangements contained in Schedule 1:

Central Region

Central Region SARCIS
 Gladstone CPIU
 Gladstone SOC (from 11 May 2010)
 Mackay District Intel (from 1 September 2008)
 Mackay SOC (from 8 March 2008)
 Rockhampton Inquiries

Far Northern Region

Innisfail CIB
 Mareeba Traffic Branch
 Thursday Island Water Police

Metro North Region

Pine River Intel (from 29 March 2010)
 Mango Hill/North Lakes SOC (from 15 March 2010)

Metro South Region

Wynnum District Intel
 Metropolitan South (Wynnum) SOC
 Oxley District Prosecutions
 South Brisbane District Prosecutions
 Wynnum Inquiries

North Coast Region

Bundaberg CPIU
 Bundaberg SOC (from 2 November 2007)

Caboolture District SOC (from 8 December 2009)

Gympie Traffic

Gympie CPIU (from 1 July 2007)

Maroochydore District Intel

Maryborough CPIU

Maryborough SOC (from 18 August 2008)

Redcliffe SOC

Sunshine Coast FCU

Northern Region

Mt Isa TCS

Mt Isa Traffic Branch

Strand Police Beat Townsville (from 18 April 2008)

Townsville Water Police

South Eastern Region

Gold Coast FCU

Gold Coast Dog Squad

Logan Dog Squad

Logan FCU

South Eastern Region Scientific (from 1 July 2007)

Southern Region

Toowoomba District Intel

Toowoomba District Prosecutions (from 8 December 2009)

Warwick Traffic Branch (from 24 October 2009)

Yamanto District Intel

(3) Sergeants - Sections, 8 or more staff and all stations.

The Sergeant OIC positions listed below will receive the Category B allowance prescribed at Schedule 1, clause 3.3 (11) of this Determination. Provided further that the OIC positions listed below will have access to Sergeant pay point 6 rate subject to the progression arrangements contained in Schedule 1:

Central Region

Agnes Water

Barcaldine

Blackall

Blackwater

Clermont

Gladstone Watchhouse

Gracemere

Moranbah

Moura

Mt Morgan

Proserpine

Sarina

Winton

Far Northern Region

Babinda

Bamaga

Cairns District Intel

Cairns District SOC (from 8 December 2009)

Gordonvale

Hopevale (from 30 May 2008)

Kuranda

Lockhart River Station (from 23 July 2008)

Mareeba CIB

Mission Beach (11 September 2010)

Mossman

Pomona Station (from 1 February 2010)

Pompuraaw (from 21 August 2008)

Port Douglas

Ravenshoe

Tully

Metro North Region

Brisbane Central District Intel

Brisbane West District Intel

North Brisbane District Intel

Metro South Region

Cleveland Watchhouse (from 19 May 2008)

Oxley District Intel (from 11 April 2009)

Oxley Inquiries

Wynnum Water Police

Dunwich

North Coast Region

Bargara

Bundaberg Traffic Branch (from 26 September 2006)

Cherbourg

Childers

Cooroy

Gin Gin

Howard (from 3 November 2009)

Landsborough

Maleny Station (from 30 October 2010)

Maryborough Traffic Branch (from 26 September 2009)

Nanango

Sippy Downs (from 1 August 2009)

Tiaro

Tin Can Bay

Northern Region

Home Hill

Hughenden

Magnetic Island

Townsville District Intel

South Eastern Region

Canungra

Logan District Intel

North Tamborine

Surfers Paradise District Intel

Southern Region

Boonah

Booval

Chinchilla

Drayton

Esk

Inglewood

Lowood

Miles

Mitchell

Oakey

Rosewood

Roma RES (from 1 July 2008)

Tara

Toowoomba SOC (from 18 August 2008)

Yamanto SOC (from 18 August 2008)

(4) Senior Sergeants - Sections 12 to 15 staff and or less than 12 staff if the Section performs a District Function.

The Senior Sergeant OIC positions listed below will receive the Category A allowance prescribed at Schedule 1, clause 3.3 (11) of this Determination. Provided further that the OIC positions listed below will have access to Senior Sergeant pay point 4 rate subject to the progression arrangements contained in Schedule 1:

Central Region

Gladstone Comms

Gladstone CIB (from 18 May 2010)

Gladstone Traffic Branch (from 20 May 2010)

Mackay CIB

Mackay CPIU

Mackay DETO

Mackay TCS

Mackay Watchhouse

Rockhampton CIB

Rockhampton CPIU

Rockhampton DETO

Rockhampton RES (from 1 July 2008)

Rockhampton Scenes of Crime (from 18 May 2010)

Rockhampton TCS

Rockhampton Traffic Branch

Far Northern Region

Cairns DETO

Cairns RES (from 1 July 2008)

Drug Squad - Far Northern Region

Special Emergency Response Team - Far Northern Region

Metro North Region

Brisbane Central (City) TCS

Brisbane Central (Fortitude Valley) TCS

Brisbane Central DETO

Brisbane West (Ferny Grove) CIB

Brisbane West (Indooroopilly) CIB

Hendra SOC

Indooroopilly SOC

North Brisbane TCS

Pine Rivers (Petrie) CIB

Pine Rivers CPIU

Pine Rivers Traffic Branch

Metro South Region

Metropolitan South (Oxley) SOC

Metropolitan South (South Brisbane) SOC

Oxley DETO (from 18 August 2008)

Oxley TCS

South Brisbane DETO (from 18 August 2008)

South Brisbane District Intel (from 14 July 2008)

South Brisbane Inquiries

South Brisbane TCS

Wynnum CPIU

Wynnum TCS (from 28 March 2009)

Wynnum Traffic Branch

North Coast Region

Bundaberg CIB
 Caboolture CIB (from 5 October 2009)
 Caboolture Watchhouse
 Caboolture CPIU (from 5 October 2009)
 Caboolture District Traffic Branch
 (Burpengary) (from 30 August 2010)
 Gympie CIB
 Maryborough CIB
 Morton Bay TCS
 North Coast Region (Maryborough) TCS
 Redcliffe CIB
 Redcliffe CPIU
 Redcliffe Traffic Branch
 Redcliffe Watchhouse (from 11 July 2009)
 Sunshine Coast DETO
 Sunshine Coast District Prosecutions
 Sunshine Coast SOC
 Sunshine Coast TCS

Northern Region

Criminal Investigation Branch - Mt Isa
 Drug Squad - Northern Region
 Mt Isa CPIU (from 1 September 2007)
 Police Prosecutions Corps - Townsville
 Townsville DETO
 Townsville RES (from 01 July 2008)
 Townsville SOC (from 18 June 2010)

Operations Support Command

Explosive Ordinance Response Team
 Electronic Recording Section
 Mounted Unit

South Eastern Region

Coomera District Traffic Branch (from 7
 November 2009)
 Gold Coast DETO
 Gold Coast TCS
 Gold Coast Water Police
 Logan DETO
 Logan Prosecutions (from 1 July 2007)
 Logan TCS

Southern Region

Ipswich DETO
 Ipswich District SOC (from 18 April 2011)

Ipswich Prosecution Corps
 Ipswich TCS
 Ipswich Traffic Branch
 Ipswich Watchhouse
 SEQld SARCIS (01.08.2007)
 Toowoomba DETO
 Toowoomba CPIU
 Toowoomba RES (from 1 July 2007)
 Toowoomba TCS
 Toowoomba Traffic Branch

(5) Senior Sergeants - Sections 16 to 21 staff.

The Senior Sergeant OIC positions listed below will receive the Category B allowance prescribed at Schedule 1, clause 3.3 (11) of this Determination. Provided further that the OIC positions listed below will have access to Senior Sergeant pay point 4 rate subject to the progression arrangements contained in Schedule 1:

Central Region

Mackay Comms
 Mackay Traffic Branch (from 26 October
 2009)
 Rockhampton Comms
 Rockhampton Watchhouse

Far Northern Region

Cairns CIB
 Cairns District Traffic Branch (from 26
 September 2009)
 Cairns Police Beat
 Cairns Prosecutions (from 30 October 2009)
 Cairns TCS

Metro North Region

Brisbane Central (Fortitude Valley) CIB
 Brisbane Central Traffic Branch
 Brisbane Central CPIU (from 01 July 2007)
 Brisbane West CPIU
 Brisbane West Traffic Branch
 North Brisbane District CPIU
 North Brisbane District (Hendra) CIB
 North Brisbane (Boondall) CIB
 North Brisbane Traffic Branch
 Strathpine Watchhouse (from 10 November
 2008)

Metro South Region

Inala (Richlands) Watchhouse (from 1 July
 2007)
 Oxley Traffic Branch (from 25 September
 2010)

Wynnum CIB

North Coast Region

Maroochydore Watchhouse

Sunshine Coast Traffic Branch

Northern Region

Tactical Crime Squad - Townsville

Traffic Branch - Townsville

Watchhouse - Mt Isa

Information and Communication Technology

Radio & Electronics Section

Operations Support Command

Forensic Crash Unit

Roadside Drug Testing Unit (from 5 June 2010)

South Eastern Region

Beenleigh Watchhouse

Gold Coast SOC (from 23 October 2009)

Logan Traffic Branch

Logan District SOC (from 8 December 2009)

Logan Prosecutions (from 12 October 2010)

Southern Region

Ipswich Traffic Branch (from 10 October 2009)

Springfield (from 13 February 2010)

Toowoomba CIB

Toowoomba Comms

Toowoomba Watchhouse

State Crime Operations Command

Technical Surveillance Unit (from 1 July 2008)

(6) Senior Sergeants - Sections 22 to 75 staff and Stations.

The Senior Sergeant OIC positions listed below will receive the Category B allowance prescribed at Schedule 1, clause 3.3 (11) of this Determination. Provided further that the OIC positions listed below will have access to Senior Sergeant pay point 5 rate subject to the progression arrangements contained in Schedule 1:

Central Region

Biloela

Emerald

Gladstone

Longreach

Mackay

Mackay Northern Beaches

North Rockhampton

Rockhampton

Tannum Sands

Whitsunday

Woorabinda

Yeppoon

Far Northern Region

Atherton

Aurukun

Cairns CPIU

Cairns Comms

Cairns Watchhouse

Cooktown

Edmonton

Innisfail

Kowanyama (from 21 November 2008)

Mareeba

Smithfield

Thursday Island

Weipa

Yarrabah

Metro North Region

Albany Creek

Brisbane Central (City) CIB

Boondall

Carseldine (from 28 September 2009)

Ferny Grove

Hendra

Indooroopilly

Mango Hill/North Lakes (from 12 January 2009)

Petrie

Sandgate

Stafford

The Gap

Metro South Region

Acacia Ridge

Annerley

Calamvale

Camp Hill

Capalaba

Cleveland

Coorparoo

Dutton Park

Holland Park
 Inala
 Moorooka
 Morningside
 Mount Ommaney
 Oxley CIB
 Oxley CPIU
 Redland Bay
 Sherwood
 South Bank
 South Brisbane CPIU
 South Brisbane (Dutton Park) CIB
 South Brisbane (Upper Mt Gravatt) CIB
 South Brisbane Traffic Branch
 Upper Mt Gravatt
 West End
 Wynnum

North Coast Region

Beerwah
 Bribie Island
 Bundaberg
 Burpengary (from 22 June 2009)
 Caboolture
 Caloundra
 Coolum
 Deception Bay
 Gympie
 Hervey Bay
 Kawana Waters
 Kingaroy
 Maroochydore
 Maroochydore Comms
 Maryborough
 Murgon
 Nambour
 Noosa Heads
 Redcliffe City
 Redcliffe Comms
 Sunshine Coast CIB
 Sunshine Coast CPIU

Northern Region

Ayr

Bowen
 Charters Towers
 Cloncurry (from 16 May 2011)
 Communications - Townsville
 Deeragun
 Doomadgee
 Ingham
 Kirwan
 Mornington Island
 Mt Isa
 Mundingburra
 Normanton (from 18 June 2010)
 Palm Island
 Stuart
 Townsville CIB
 Townsville CPIU
 Watchhouse - Townsville

Operations Support Command

Dog Squad
 Public Safety Response Team
 Railway Squad
 State Traffic Task Force
 Water Police

South Eastern Region

Beaudesert
 Beenleigh
 Beenleigh Comms
 Broadbeach
 Broadbeach Comms
 Browns Plains
 Coolangatta
 Coomera
 Coomera District CIB/CPIU (from 7 November 2009)
 Crestmead (from 17 August 2009)
 Gold Coast CPIU
 Gold Coast Traffic Branch
 Gold Coast Prosecutions (from 30 October 2009)
 Jimboomba
 Logan Central
 Logan CIB
 Logan CPIU

Loganholme
 Mudgeeraba
 Nerang
 Palm Beach
 Robina (from 7 November 2009)
 Runaway Bay
 Slacks Creek
 Southport Watchhouse
Southern Region
 Charleville
 Cunnamulla
 Dalby
 Gatton
 Goodna
 Goondiwindi
 Ipswich
 Ipswich CIB
 Ipswich CPIU
 Karana Downs
 Laidley (from 31 August 2009)
 Roma
 St George
 Stanthorpe
 Toowoomba

Warwick
 Yamanto
 Yamanto Comms

(7) Senior Sergeants - Sections and Stations, 76 or more staff.

The Senior Sergeant OIC positions listed below will receive the Category C allowance prescribed at Schedule 1, clause 3.3 (11) of this Determination. Provided further that the OIC positions listed below will have access to Senior Sergeant pay point 5 rate subject to the progression arrangements contained in Schedule 1:

Far Northern Region

Cairns

Metro North Region

Brisbane City
 Brisbane Watchhouse
 Fortitude Valley

North Coast Region

Maroochydore (from 19 May 2008)

Northern Region

Townsville

South Eastern Region

Southport (from 4 August 2008)

Surfers Paradise

Southern Region

SCHEDULE 6**CERTAIN CONDITIONS OF EMPLOYMENT FOR CONSTABLES AND SENIOR CONSTABLES****GENERAL**

- 1.1** There is no general merit promotion to Senior Constable positions to which tenure applies, except for the following Senior Constable positions which are to be filled on a merit basis: -
- Officer in Charge (one officer station)
 - 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
- 1.2** 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.
- 1.3** 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.
- 1.4** 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 clauses 2, 3 and 4 below.
- 1.5** 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.
- 1.6** 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 pay point 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.
- 1.7** Higher duties allowance will be payable only in those cases of relieving in the above categories of position.
- 2.** The eligibility criteria for progression from Constable to Senior Constable are:-
- (a) Completion of 12 months service on pay point 1.5; and
 - (b) Satisfactory completion of the Constables Development Program; and
 - (c) Satisfactory performance reports, i.e. a report from the officers Performance Planning Assessment (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.
- 3.** Once all of the above criteria have been met, vetting must occur.

4. 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.
5. At the time of progression all officers must also:
 - (a) have a current driver's licence;
 - (b) satisfactorily complete the prescribed and available Firearms and Operational Survival Training (FOST) and Police Operational Skills and Tactics (POST) training, (unless otherwise exempted by the Executive Director, Human Resources);
 - (c) be qualified to undertake any specialist duties that form a substantial part of their normal work.

QPS AND INTERSTATE REJOINERS

- 6.1 Police officers rejoining the Queensland Police Service, or joining after prior service in other police services will, upon recruitment or induction where PROVE training requirements have been waived, commence on pay points as follows:-

4 whole years relevant previous service in preceding 5 years	pay point 1.5
3 whole years relevant previous service in preceding 5 years	pay point 1.4
2 whole years relevant previous service in preceding 5 years	pay point 1.3
1 whole years relevant previous service in preceding 5 years	pay point 1.2
Less than 1 whole years relevant previous service in preceding 5 years	pay point 1.1
- 6.2 Provided that Queensland Police officers who resign at the level of Constable will not recommence service at a higher level pay point than the pay point at which the resigned.
- 6.3 Provided that in determining the appropriate pay point, previous service does not include the whole of any absences from duty of more than 3 months.
- 6.4 Provided further that the Director Workforce Management retains the right to determine the pay point in certain circumstances at which a rejoinder continues in the Service, but not at a pay point less than those prescribed above.
- 6.5 The pay point/salary payable to officers with previous police experience who had not been exempted from the PROVE program, will be determined on a case by case basis by the Director Workforce Management.
7. Officers who commence on pay point 1.5 will:-
 - (a) enter the First Year Constables Program upon induction (unless exempted);
 - (b) upon satisfactory exit from the First Year Constables Program (a minimum of 3 months), be entitled to enrol in the next available Legal Studies in Policing Unit;
 - (c) be able to seek exemption from the Legal Studies in Policing Unit will be made in accordance with the Service's RPL policy;
 - (d) upon satisfactory completion of that Unit, and all other associated conditions, be eligible for advancement to pay point 1.6 or Senior Constable after 12 months service as a police officer in the Queensland Police Service.
8. Officers with four years aggregate service or more, but who commence below pay point 1.5 on the basis of a recent break in police service, may be considered for incremental advancement, upon satisfactory completion of field training, to a pay point level which is, in the opinion of the Chief Superintendent Education and Training Command, appropriate to their proficiency and competence. Officers accelerated to pay point 1.5 will be immediately eligible to progress via the Legal Studies in Policing Unit (and other associated conditions). Officers remaining on or accelerated to a pay point level below 1.5 will be required to progress to that level through the Competency Acquisition Program and will then be eligible to progress to Senior Constable through the Legal Studies in Policing Unit.
9. Only non-PROVE program officers who commence below pay point 1.5 will, unless they elect to enrol in the Constable Development Program, be required to progress to that level through the Competency Acquisition Program. They will then be eligible for advancement to Senior Constable through the Legal Studies in Policing Unit.

SCHEDULE 7

HOURS AND OTHER CONDITIONS OF EMPLOYMENT- CERTAIN STAFF MEMBERS, QUEENSLAND POLICE SERVICE

PART ONE - PRELIMINARY

1.1 TITLE

This Schedule will be known as the Hours and Other Conditions of Employment - Certain Staff Members, Queensland Police Service.

1.2 ARRANGEMENT

Part One - Preliminary

Title	1.1
Arrangement	1.2
Schedule coverage	1.3

Part Two - Definitions

Part Three - Consultation and Implementation Procedures

Procedures for work area level discussions	3.1
Facilitative clause	3.2

Part Four - Non-Shift Employees

Hours of work	4.1
Accumulated Time Arrangements (ATA)	4.2
Overtime	4.3
Rest days	4.4
Penalties: Compensation for weekend work	4.5

Part Five - Occasional Shift Work (performed by a Non-Shift Employee) to meet Operational Requirements

Part Six - Shift Employees

Hours of work Non-Shift Employees	6.1
Overtime	6.2
Shift allowance	6.3
Penalties: Weekend rates	6.4
Public holidays	6.5
Combining of penalties	6.6
Annual leave for continuous shift workers	6.7

Part Seven - Part-time and Casual Employees

Part-time employees	7.1
Casual employees	7.2

Part Eight - Police Liaison Officers and Queensland Aboriginal Torres Strait Islander Police

Part Nine - Assistant Watchhouse Officers

Part Ten - Police Pipes and Drums Members

Part Eleven - Other Conditions

On Call allowance	11.1
Discipline provisions	11.2

Leave	
• Fatigue	11.3
• Maternity	11.3
• Recreation	11.3
Meal breaks	11.4
Performance of higher duties	11.5
Preparation for work	11.6
Rest pauses	11.7

1.3 SCHEDULE COVERAGE

This Schedule applies to the following employees of the Queensland Police Service:-

- Police Liaison Officers
- Queensland Aboriginal and Torres Strait Islander Police
- Members of the Police Pipes and Drums Band
- Assistant Watchhouse Officers

The award which covers these employees is the *Employees of Queensland Government Departments (Other than Public Servants) Award - State 2003*.

PART TWO - DEFINITIONS

2.1 "accounting period" - means a period of 28 consecutive calendar days.

2.2 "accumulated time": - 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.

"Authorised travelling time" 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.

2.3 "Commissioner" - means the Commissioner of the Police Service appointed pursuant to the provisions of the *Police Service Administration Act 1990* or delegate.

2.4 "consultation" - is defined in Part 3 of this Schedule.

2.5 "continuous shift work" - see subclause 2.10(3).

2.6 "equivalent time off" - wherever appearing is calculated on the basis of equal time off for actual time worked and is not computed time off on the basis of either paid overtime or weekend work penalty provisions.

"Computed time" means time and a-half or double time (depending on when overtime was actually worked) or, in respect of weekend work, whether work was performed on a Saturday or a Sunday.

2.7 "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.

2.8 "occasional shift work (performed by a non-shift employee) to meet operational requirements" - see subclause 2.10 (2).

2.9 "roster" - is a period of 28 consecutive calendar days.

2.10 (1) "shift work" - means work done by separate relays of employees working recognised hours preceding, during or following the normal working hours for day workers.

(2) "occasional shift work (by a non-shift employee) to meet operational requirements" - means that which is prescribed under Part 5 of this Schedule.

- (3) "*continuous shift worker*" - is an employee who 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.

2.11 "*standard day*" - means a period of 7.6 hours working time.

2.12 "*supervisor*" - means the employee who is next in line command and/or has the responsibility for the efficient day to day operations of the particular station, section, establishment or work unit.

An employee will not be classed as a continuous shift worker unless such employee has worked at least a 28 consecutive calendar day period of such work.

PART THREE - CONSULTATION AND IMPLEMENTATION PROCEDURES

In this Part, "*consultation*" -

...involves more than a mere exchange of information. For consultation to be effective, the participants must be contributing to the decision making process not only in appearance, but in fact. [Commissioner Smith (Australian Industrial Relations Commission), Melbourne, 12 March 1993.]

Any reference to "*accumulated time*" in this Part is to be read in conjunction with clause 4.1.

3.1 PROCEDURES FOR WORK AREA LEVEL DISCUSSIONS

- (1) Management and representatives of all employees concerned in each station, section, establishment or work unit will consult over the most appropriate means of implementing and working ordinary hours.
- (2) The objective of such consultation is to reach agreement on the method of implementing and working ordinary hours having regard to the work requirements of the employer and the preferences of the employees.

If, through consultation, it is revealed that there is a desire to work shift work or weekend work and such was not worked prior to the operative date of this Determination, the process outlined in clause 3.2 of this Schedule applies, rather than the remainder of this clause

For a change to shift work or weekend work where such was not previously worked:

GO TO CLAUSE 3.2

And

IGNORE THE REMAINDER OF THIS CLAUSE

- (3) Employees may be represented by their local industrial organisation delegate/s and shall have the right to be represented by their industrial organisation official/s or by a representative of such employees.
- (4) Agreement will not be unreasonably withheld by either party.
- (5) The outcome of any agreement reached between the employees and management or any decision made by the Commissioner (in accordance with subclauses (7) and (8) herein) as to the method by which the hours arrangements are implemented will be reduced to writing and be signed by either the employees or their representative and by the relevant supervisor.

Such record will contain -

- (a) *an outline of how the consultative process was conducted; and*
- (b) *the agreed arrangements (restricted to the operating times and days of the particular station, section, establishment or work unit - i.e. it is not necessary for the record to address each individual's arrangements);*

and it will be maintained at the work place to which it relates.

- (6) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of either the Secretary of the appropriate industrial organisation as well as the assistance and advice of the Manager, Health, Industrial Relations Branch, Queensland Police Service. This should occur as soon as it is evident that agreement cannot be reached.

- (7) Where agreement cannot be reached, the Commissioner may direct the starting and ceasing times of employees within the spread of hours, but only after extensive consultation has occurred.
- (8) In determining hours of duty, the Commissioner will take into account the following:
- (a) the requirement to work specific hours, before directing employees to work those hours;
 - (b) the working of accumulated time where it is not suitable to an employee on a given day, taking into account whether other staff are available and competent to perform this work;
 - (c) the needs of workers with family responsibilities or disabilities;
 - (d) the provision of timely notice of the requirement to work in excess of ordinary hours;
 - (e) each employee's current balance of accumulated time.
- (9) The method of working ordinary hours may be altered following negotiations between management and employees concerned utilising the provisions of this clause. Implementation of any alteration will occur not less than a complete 28 day cycle or such shorter period as may be mutually agreed upon.
- (10) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the Commissioner will have the right to make the final determination as to the method by which hours' arrangements are implemented or worked from time to time.

3.2 FACILITATIVE CLAUSE

- (1) In this clause, where a provision refers to agreement by the majority of employees so affected, all employees directly affected will be consulted as a group.

Depending on circumstances, this consultation may include sworn employees.

- (2) The following provisions apply to shift work and to weekend work where such work was not performed prior to the operative date of this Determination. These provisions allow for the determination of conditions of employment by agreement either between the Commissioner and the relevant Union or between the Commissioner and the majority of employees so affected.
- (3) The relevant industrial organisation/s is/are to be notified in writing at least one week in advance of agreement being sought.
- (4) Employees may be represented by their local industrial organisation delegate/s and have the right to be represented by their local industrial organisation official/s.
- (5) Neither party will unreasonably withhold agreement.
- (6) Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the industrial organisation.
- (7) Any agreement reached must be documented, and incorporate a review period.
- (a) *Contact should be made with either the Industrial Relations Branch or the appropriate Union where any difficulties are experienced by either management or employees who may wish to implement new arrangements as outlined in subclause (2) herein.*
 - (b) *It should be noted that the matter of compensation for shift work and weekend work are addressed elsewhere in this Schedule*
- (8) The documented agreement reached between the employees and management as to the method by which the hour's arrangements are implemented will be signed by the employees and by the relevant supervisor.

Such record will contain -

- (a) *an outline of how the consultative process was conducted;*

(b) *the agreed arrangement (restricted to the operating times and days of the particular station, section, establishment or work unit - i.e. it is not necessary for the record to address each individual's arrangements);*

(c) *details of the review period (in accordance with subclause (7) herein);*

and be maintained at the work place to which it relates.

PART FOUR - NON-SHIFT EMPLOYEES

4.1 HOURS OF WORK NON SHIFT EMPLOYEES

(1) Subject to subclause (2) herein, the ordinary hours of work will be an average of 38 hours per week and be worked 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:

Provided further that employees are required to enter the exact starting and ceasing times (including meal breaks) on their time sheets.

(2) Employees have access to time off for time worked in excess of 152 hours per accounting period to be taken at a time convenient to the employee and the Queensland Police Service.

(a) Accumulated Time Arrangements, penalties and overtime are addressed in detail elsewhere in this Schedule.

(b) It should be stressed that starting and ceasing times are to be agreed with the supervisor. Employees do not have the right to dictate when they will start or finish work. It follows therefore that supervisors need to be aware of staff movements.

(3) The ordinary hours of work prescribed herein (and as agreed through the consultation process defined in Part 3 of this Schedule) will be worked continuously excluding an unpaid meal break of at least 30 minutes and will not exceed 10 hours on any day:

Provided that in any arrangement of working hours where there exists a proposal to work a 10 hour period, the arrangement of hours and conditions will be subject to either the agreement of the Commissioner and the appropriate industrial organisation.

Any arrangement to work regular hours in excess of the standard day does not attract overtime consideration.

4.2 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):

Provided that where the granting of ATA time-off creates difficulties in managing the work flow, managers will have the ability to pay for any approved extra time.

(2) Subject to the provisions of clause 4.3, time 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.)

(e) 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 which appears elsewhere in this Schedule.

- (3) 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 sub clause 4 herein.
- (4) The approval of the Commissioner will be unfettered and will only be given based on persuasive evidence, including the following:
- (a) steps taken 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 appropriately manage ATA;
 - (d) operational impacts, and
 - (e) budgetary implications.
- (5) Accumulation of time and access to time off will be subject to the approval of the employee's supervisor. Operational requirements as determined by the supervisor will be the determining factor for such approvals:
- Provided that such approval will not unreasonably be withheld.
- (a) The responsibilities of the supervisor are stressed in this respect, as is the notion that ATA is to be managed for the dual benefits of the Service and the employees (either individually or collectively)
 - (b) It is most important for the supervisor to maintain control over the accumulation of time and the taking of time off to ensure that employees should not forfeit any excess hours held in credit [see subclause 8(vi) herein].
- (6) An employee may not accumulate time unless work is available for the employee to perform and such work is performed during the period.
- (7) Employees are required to enter the exact starting and ceasing times (including meal breaks) on their time sheets.
- (8) The following conditions apply:
- (i) 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 (v) and (vi) herein, may be carried forward to the next accounting period.
 - (ii) Time off cannot be accessed unless the employee has accumulated the equivalent amount of time in credit.
 - (iii) Time off will not be taken in periods of less than 15 minutes' duration.
 - (iv) Time off of up to 30.4 hours may be allowed in any 28 day period.
 - (v) 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 (vi) herein applies.
 - (vi) 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:
 - (a) 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
 - (b) 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.

- (9) 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. Where it can be proven that poor time management is one of MDWP, then the process outlined in the policy should be followed.

- (10) 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.

4.3 OVERTIME

- (1) Subject to an employee being engaged to work a standard day, overtime applies when time is worked in excess of 10 hours per day, or outside the spread of hours, or in excess of the maximum amount allowed to be accumulated in a 28 day period.

- (2) (a) The Commissioner will determine whether overtime is to either be paid or compensated for in the form of equivalent time off in lieu.

(b) In the case of employees for whom managers have approved that paid overtime will be paid in lieu of ATA time off (as for shift workers), 14 days' notice, unless justifiable, will be given when overtime is to be remunerated in the form of equivalent time off in lieu.

- (3) Where staff members are not catered for in accordance with subclause (2)(b) herein, prior to overtime being worked, the form of compensation will be as mutually agreed by the supervisor and the employee so concerned, where such employee is below the cut-off point for paid overtime.

Provided that in the event of the supervisor and employee not reaching agreement or in the absence of consultation, the Commissioner will determine whether overtime is to either be paid or compensated for in the form of equivalent time off in lieu.

- (a) Currently the existing arrangements in the Queensland Public Service generally are that employees paid above the equivalent of the classification of AO5.4 are not entitled to paid overtime.
- (b) Where time is taken as time off in lieu, it is managed in accordance with the Accumulated Time Arrangements as outlined elsewhere in this Schedule.
- (c) Where an employee is paid overtime, there is no entitlement to time off in lieu at a later date.
- (d) Subject to approval, overtime may be compensated by a combination of time off in lieu (as ATA) and a paid component

- (4) 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 clauses 4.2 of this Schedule:

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.

- (5) 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.

- (6) Subject to subclauses (2) and (3) herein, an employee directed to work overtime on either the first, third, fifth or seventh days of such employee's 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.
- (7) Subject to subclauses (2) and (3) herein, an employee directed to work overtime on either the second, fourth, sixth or eighth days of such employee's 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.
- (8) Subclauses (6) and (7) 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.
- (9) Subject to subclauses (2) and (3) 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.

4.4 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.

4.5 PENALTIES: COMPENSATION 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.

Care must be exercised not to confuse penalties (compensation for weekend work) with overtime considerations.

- (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.

Two options are thus available.

(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 ATA): outlined elsewhere in this Schedule).

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

For example:

If an employee works eight hours on either a Saturday or a Sunday, that employee may choose to be paid at ordinary rates for eight hours and accrue eight hours extra time which may be accessed as accumulated time leave in accordance with ATA.

Alternatively, if an employee works eight hours on both a Saturday and a Sunday, that employee may choose to be paid at the rate of time and a-half for the work undertaken on the Saturday and accrue eight hours extra time (for the Sunday work) which may be accessed as accumulated time leave in accordance with ATA.

It is stressed that there must be agreement between the parties as to which option shall apply.

PART FIVE - OCCASIONAL SHIFT WORK (PERFORMED BY A NON-SHIFT EMPLOYEE) TO MEET OPERATIONAL REQUIREMENTS

(1) *It should be noted that during such occasional periods these employees are required to work shift work:*

(a) *access to ATA continues to apply;*

(b) *paid overtime (if applicable) continues to be paid at the non-shift worker rate.*

(2) Where management determines that operational requirements occasionally require employees to work all or a substantial part of their standard day on any one day outside their ordinary hours of work, such employees may be compensated as shift workers for such period if there is mutual agreement by employees so affected to work as required:

Provided that no arrangements in this regard are to commence with less than 48 hours' notice.

(3) The conditions applying to these arrangement are limited to:

(a) the payment of the 15% afternoon or night shift allowance for work performed on Monday to Friday (inclusive);

(b) the weekend penalty rates as prescribed in clause 6.4 of this Schedule.

(4) Any agreement made under these arrangements will be recorded, signed by the employees and the relevant supervisor. Such record shall be maintained at the work place to which it relates.

PART SIX - SHIFT EMPLOYEES

Experience has shown that access to Accumulated Time Arrangements by shift workers may be unmanageable. Therefore, shift workers are generally able to receive overtime payments for any approved extra time worked.

6.1 HOURS OF WORK

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

Provided further that where ordinary working hours are to exceed 10 hours up to a maximum of 12 hours on any day or afternoon shift and/or eight hours on any night shift, the arrangement of hours and conditions will be subject to the agreement of the Commissioner and the relevant Union.

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) (a) Shifts are to be worked according to a roster mutually agreed to between the Commissioner and the appropriate industrial organisation or the representative of the employee.

It is stressed that, as rosters for shift work must be mutually agreed between the Commissioner and the Union, any proposal in this regard is to be signed as appropriate, and such record is to be maintained at the work place to which it relates.

(b) 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) (a) 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.

(b) The supervisor may approve of a change to the rostered shifts where mutually agreed between one employee and another.

- (5) Notwithstanding any other provisions of this Determination, 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).

6.2 OVERTIME

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

It should be noted that shift employees generally do not access the Accumulated Time Arrangements and extra time may be paid at overtime rates.

- (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, 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.

6.3 SHIFT ALLOWANCE

- (1) Employees who work afternoon or night shifts (Monday to Friday inclusive) will be paid 15% per shift in addition to the ordinary rate.

- (2) Provided that the afternoon and night shift allowance will not apply to shift work where clauses 6.4 or 6.5 are invoked.

6.4 PENALTIES: WEEKEND RATES

- (1) 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.

6.5 PUBLIC HOLIDAYS

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

- (2) 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 day's wage is **not** available to those who have a day off in addition to eight rest days for the roster period in which the public holiday occurs.

Provided further 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.

6.6 COMBINING OF PENALTIES

- (1) The starting time of a particular shift dictates the penalty applicable.

- (2) In no circumstances will the penalties as prescribed by clauses 6.3, 6.4, and 6.5 be combined for the same period of work.

For example:

- (a) A shift commencing at 6 pm on a Friday evening will attract a 15% allowance for the entire shift.
- (b) A shift commencing on Saturday at 8 pm and concluding on a Sunday at 4 am attracts payment for the entire shift at the Saturday rate of time and a-half.
- (c) A shift commencing on a public holiday and concluding on a weekend day will attract the public holiday penalty for the entire shift.

6.7 ANNUAL LEAVE FOR CONTINUOUS SHIFT WORKERS

- (1) Employees who are continuous shift workers as defined at subclause 2.10(3) and who have completed 12 months' continuous service will be allowed additional annual leave at the rate of one week per year in respect of the period during which such shifts have been worked by such employees - i.e. each employee's yearly entitlement to annual leave in these circumstances is five weeks:
- (2) Provided that continuous shift workers who are employed as such for less than 12 months are entitled to pro rata annual leave on the basis of the amount of time on such work.
 - (a) Pro rata annual leave for continuous shift workers only applies after the employee has been engaged on such work for at least a 28 consecutive calendar day period.
 - (b) Where an employee works more than 28 days on continuous shift work but less than 12 months, then the entitlement is pro rata for the time spent on such work.

PART SEVEN - PART-TIME AND CASUAL EMPLOYEES

- (1) It should be noted that access to Accumulated Time Arrangements by part-time and casual employees is restricted to exceptional circumstances.

7.1 PART-TIME EMPLOYEES

- (1) Working hours in excess of agreed part time hours should be restricted to exceptional circumstances.
- (2) 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 Accumulated Time Arrangements as outlined in this Schedule, 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.
- (3) The Commissioner will determine the method by which such excess time shall be compensated.
- (4) The conditions pertaining to meal breaks and rest pauses for part-time employees will be in accordance with the provisions which appear elsewhere in this Schedule.

7.2 CASUAL EMPLOYEES

- (1) Casual employees shall be entitled to their existing conditions. The hours of work for such casual employees should be confined to the relevant award requirements unless in exceptional circumstances.
- (2) In lieu of overtime or penalties when extra hours are worked, casual employees may access the Accumulated Time Arrangements in accordance with the provisions which appear elsewhere in this Schedule.

PART EIGHT - POLICE LIAISON OFFICERS AND QUEENSLAND ABORIGINAL AND TORRES STRAIT ISLANDER POLICE

- (1) As from 1 July 2010, all Police Liaison Officer (PLO) covered by Part 8 of this Schedule will be reclassified into the next highest pay level, at a pay point commensurate with the pay point of each member on 30 June 2010.

The follow are examples to demonstrate how this transitional provision will apply:

- *A PLO entitled to pay point OO3.4 on 30 June 2010 will transition to the commensurate pay point OO4.4 on 1 July 2010 in accordance with the above provisions.*
- *Likewise a Senior PLO entitled to be paid OO4.1 on 30 June 2010 will transition to OO5.1 rate of pay on 1 July 2010.*

The pay point progression dates for each PLO will remain unchanged under the higher pay level to which they transition in accordance with this subclause.

(2) The following are the classification and pay structure for PLO's.

PLO's	004	Comment
Senior PLO 1 [Subject to below requirements]	005.1	
Senior PLO 2 [Subject to below requirements]	005.2	
Coordinator [Subject to below requirements]	005.3	

- (a) 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 Police Liaison Officer will be entitled to be paid the equivalent of 005.1 and be appointed as a Senior Police Liaison Officer.
- (b) A Senior PLO 1 with 2 years continuous service as such may progress and be appointed to a Senior Police Liaison Officer 2. The criteria will be a further 100 CAP points, satisfactory PPA, and the required integrity checks. The salary for Senior PLO 2 is 005.2.
- (c) 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.
- (d) There are no further increments available to a Senior Police Liaison Officer beyond 005.2.
- (e) Appointments to a PLO Coordinator position is by merit only. The commencing pay point is 005.3 [PLO Coordinator Level 1]
- (3) PLOs and QATSIPs will be entitled to the same travelling entitlements as police officers in accordance with clause 3.3(18) of Schedule 1 to this Determination.
- (4) PLOs and QATSIPs will be entitled to similar transfer entitlements as police officers when transferred on merit or on compassionate grounds.
- (5) Advertisements for PLO and QATSIPs positions will be placed in the Police Gazette, Queensland Government Gazette and the local press. Current PLOs and QATSIPs located anywhere within the Service may apply and will be considered on merit.
- (6) PLOs and QATSIPs required to wear stockings as part of uniform will be entitled to the same stocking allowance as police officers.
- (7) From 5 December 2011, where an PLO or QATSIP:
- (a) has obtained a certificate from a legally qualified medical practitioner confirming pregnancy; and
 - (b) is physically unable to wear a full uniform;

such Employee is entitled to wear plain clothes and receive the fortnightly clothing allowance as prescribed in Schedule 1, Clause 3.3 (19).

PART NINE - ASSISTANT WATCHHOUSE OFFICERS

- (1) Financial recompense of \$42.80 per fortnight will be paid 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 pay point within the classification level of 004; and

- (c) spend one calendar year on the maximum pay point (or, in the case of permanent part time or casual employees have spent at least one calendar year and worked 1200 hours at the maximum pay point).
- (2) After two years experience gained through any continuous service as an AWO at 004.4 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 005.1 and be appointed as a Senior AWO. There are no further increments available to a Senior AWO beyond 005.1.
- (3) AWOs will be entitled to similar transfer entitlements as police officers when transferred on merit or on compassionate grounds.
- (4) From 5 December 2011, AWO's will receive the applicable Locality Allowance in Schedule 4.
- (5) From 5 December 2011 where an AWO:
- (a) has obtained a certificate from a legally qualified medical practitioner confirming pregnancy; and
 - (b) is physically unable to wear a full uniform;
- such employee is entitled to wear plain clothes and receive the fortnightly clothing allowance as prescribed in Schedule 1, Clause 3.3 (19).

PART TEN - POLICE PIPES AND DRUMS MEMBERS

- (1) After two years experience gained through any continuous service as a Police Pipes and Drums Band Member at 004.4 with the Service, together with 100 CAP points, satisfactory PPA, and the required integrity checks, a Police Pipes and Drums Member will be entitled to be paid the equivalent of 005.1 and be appointed as a Senior Police Pipes and Drums Member. There are no further increments available to a Senior Police Pipes and Drums Member beyond 005.1.

PART ELEVEN - OTHER CONDITIONS

11.1 ON CALL ALLOWANCE

- (1) Where an employee is instructed to be available on call outside ordinary or rostered working hours, such employee is to be paid for each occasion at a rate which is based on the hourly rate of the classification of a Professional Officer Level 3 Pay point 4 in the *State Government Departments Certified Agreement 2009* (PO 3.4). For the purpose of calculating the hourly rate, the divisor will be based upon a 38 hour week and calculated to the nearest 5 cents. Such payment will be in addition to their ordinary rate of pay. The following scale applies.
- (a) Where the employee is on call throughout the whole of a rostered day off or a statutory holiday - 95% of the PO 3.4 hourly rate in respect of such instances;
 - (b) Where an employee is on call during the night only of a rostered day off, an accrued day off or statutory holiday - 60% of the PO 3.4 hourly rate per night; and
 - (c) Where an employee is on call on any other night - 47.5% of the PO 3.4 hourly rate per night:

Provided that the term "per occasion", as used in this subclause, means any period of time which attracts any of the allowances as outlined in the 'on call' entitlements specified herein:

Provided further that, for the purpose of this provision, a "night" is deemed to consist of those hours falling between 6.00 pm and 6.00 am or mainly between such hours.

- (2) Monday to Friday - in the event of an employee on call being recalled to perform duty, such employee will be paid for the time worked at the prescribed overtime rate and such time will be calculated as from home and back to home with a minimum payment of two hours.
- (3) Saturday, Sunday and public holidays - an employee performing work on recall on Saturday, Sunday or a public holiday may be paid for such overtime at the appropriate overtime rate with a minimum of two hours inclusive of travelling time, in respect of overtime worked on a Saturday or Sunday and four hours in respect of overtime worked on a public holiday, or at the employee's option be granted time off at a mutually convenient time, equivalent to the number of hours worked. Such time to be calculated as from home and back to home:

Provided that an employee who works overtime on a public holiday and who is granted equivalent time off will be paid at half the ordinary rate for the time so worked with a minimum of four hours:

Provided further that accrued time off in lieu will be taken in periods mutually agreed between the Commissioner and the employee.

- (4) An employee, while on call who is requested by the employer or the employer's authorised delegate to perform duty and/or provide advice (without the need to return to the workplace) shall be compensated as overtime for time worked with a minimum payment of one hour for each time the employee performs such duties. Provided that should such employee be requested again to perform duties separately within the minimum one hour period, no further payment shall apply.
- (5) Any overtime payable is in addition to the on call allowance.
- (6) Where an employee is recalled to perform work during an off duty period such employee will be provided with transport to and from the employee's home, or be refunded the cost of such transport.
- (7) Where practicable the Commissioner will not require an employee to be continuously available on call for a period in excess of six weeks.

11.2 DISCIPLINE PROVISIONS

- (1) Employees (other than casual and temporary employees employed for a period of less than 12 months) appointed either under sections 34 (1) (a) or (b) of the *Public Service Management and Employment Act 1988*, or section 147 (2) (a) of the *Public Service Act 2008* are bound by Chapter 6 of the *Public Service Act 2008* to the extent of disciplinary action or proceedings.

11.3 LEAVE

(1) Fatigue leave

- (a) The provisions of this clause do not apply to an employee who has had 10 hours' continuous time off duty before being recalled:

Provided that the provisions of this clause apply in all other circumstances where an employee is required to attend to his/her usual place of employment in connection with a recall to duty.

- (b) Subject to subclause (a) herein, an employee who works so much overtime between the cessation of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred will be released after completion of such overtime until 10 consecutive hours off duty occur without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Commissioner, such an employee resumes or continues work without having had 10 consecutive hours off duty, the employee will be paid double rates until released from duty for such period, and will then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.

For example: An employee's ordinary rostered hours are 8 am to 4 pm each day, Monday to Friday. This employee works:

Day 1 - 8 am to 11 pm

Day 2 - 8 am to 4 pm (on instruction from supervisor)

Day 3 - 8 am to 4 pm

Entitlement would be:

Day 1 - Ordinary day's salary plus appropriate compensation to 11 pm

Day 2 - Overtime at double time for whole shift. If employee's salary was above the overtime cut-off level, the employee would be granted equivalent time off on a time for time basis.

Day 3 - Ordinary salary

(2) Recreation leave

Employees are able to access recreation leave in hours up to the total amount of leave accrued.

11.4 MEAL BREAKS

- (1) All employees will be allowed a minimum of 30 minutes for a meal break to be taken between the third and sixth hour from commencement of duty. Meal breaks are to be taken so as not to interfere with operational requirements.
- (2) Provided that the hours of duty of shift workers will be inclusive of meal breaks. No deduction will be made from an employee's wages for meal breaks taken.

11.5 PERFORMANCE OF HIGHER DUTIES

- (1) Where an employee who is temporarily filling a position is absent on accumulated time leave, such accumulated time leave is not deemed to interrupt the period of performance of such duties if such employee goes back to the same duties on return from accumulated time 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.

11.6 PREPARATION FOR WORK

- (1) Employees are required to observe the nominated starting and finishing times for the work day, including any designated breaks to maximise available working time. Where applicable, preparation for work and cleaning up of the employee's person will be in the employee's time.
- (2) This clause refers to employees who may be required to change clothing for the purposes of employment.

11.7 REST PAUSES

- (1) For the purposes of this clause the taking of a meal break does not interrupt the continuity of ordinary hours worked.
- (2) Where practicable, all employees who work at least six continuous ordinary hours will be entitled to a pause/s totalling 20 minutes per day to be taken at times to suit operational requirements as determined by the supervisor:
- (3) Provided that where at least four continuous ordinary hours are to be worked the entitlement will be 10 minutes within the four hours.
- (4) The proviso regarding four hours being worked is not intended to deny a 10 minute rest pause (to suit operational requirements) where an employee accesses time off in accordance with ATA for any period of the day.

SCHEDULE 8

Wage rates determined by QIRC Full Bench Determination - CA/2010/12.

QUEENSLAND POLICE SERVICE DETERMINATION - 2010 to 2012

CONSTABLES AND NON-COMMISSIONED OFFICERS

Annual figures are for information purposes only

	1/07/2010 3.8% Increase		1/07/2011 3.8% Increase		1/07/2012 3.5% 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	1,844.00	48,109	1,914.10	49,938	1,981.10	51,685
2	1,926.80	50,269	2,000.00	52,179	2,070.00	54,005
3	2,009.50	52,426	2,085.90	54,420	2,158.90	56,324
4	2,092.00	54,579	2,171.50	56,653	2,247.50	58,636
5	2,174.70	56,736	2,257.30	58,891	2,336.30	60,952
6	2,239.00	58,414	2,324.10	60,634	2,405.40	62,755
SENIOR CONSTABLE						
1	2,302.70	60,076	2,390.20	62,359	2,473.90	64,542
2	2,355.60	61,456	2,445.10	63,791	2,530.70	66,024
3	2,409.80	62,870	2,501.40	65,260	2,588.90	67,543
4	2,465.40	64,321	2,559.10	66,765	2,648.70	69,103
5	2,521.90	65,795	2,617.70	68,294	2,709.30	70,684
6	2,579.90	67,308	2,677.90	69,864	2,771.60	72,309
7	2,639.30	68,857	2,739.60	71,474	2,835.50	73,976
8	2,700.00	70,441	2,802.60	73,118	2,900.70	75,677
9	2,762.00	72,059	2,867.00	74,798	2,967.30	77,415
SERGEANT						
1	2,774.90	72,395	2,880.30	75,145	2,981.10	77,775
2	2,861.00	74,641	2,969.70	77,477	3,073.60	80,188
3	2,918.20	76,134	3,029.10	79,027	3,135.10	81,793
4	2,976.70	77,660	3,089.80	80,611	3,197.90	83,431
5	3,020.40	78,800	3,135.20	81,795	3,244.90	84,657
6	3,099.90	80,874	3,217.70	83,947	3,330.30	86,885
SENIOR SERGEANT						
1	3,235.00	84,399	3,357.90	87,605	3,475.40	90,671
2	3,284.90	85,701	3,409.70	88,957	3,529.00	92,069
3	3,334.60	86,997	3,461.30	90,303	3,582.40	93,462
4	3,376.30	88,085	3,504.60	91,433	3,627.30	94,634
5	3,435.20	89,622	3,565.70	93,027	3,690.50	96,283
OFFICER IN CHARGE ALLOWANCE						
	1/07/2010 3.8% Increase		1/07/2011 3.8% Increase		1/07/2012 3.5% 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>
Category A	\$109.70	\$2,861.10	\$113.80	\$2,969.90	\$117.80	\$3,073.90
Category B	\$219.30	\$5,722.00	\$227.70	\$5,939.50	\$235.60	\$6,147.40
Category C	\$329.00	\$8,583.10	\$341.50	\$8,909.30	\$353.40	\$9,221.20

NB: These Officer in Charge allowance rates are a duplication of the rates listed in Schedule 1 to this Determination at clause 3.3 (11).

SCHEDULE 8Wage rates Determined by QIRC Full Bench Determination - CA/2010/12.**QUEENSLAND POLICE SERVICE DETERMINATION - 2010 to 2012****COMMISSIONED OFFICERS***Annual figures are for information purposes only*

	1/07/2010 3.8% Increase		1/07/2011 3.8% Increase		1/07/2012 3.5% 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>
INSPECTOR						
1	4,294.00	112,027	4,457.20	116,285	4,613.20	120,355
2	4,322.60	112,774	4,486.90	117,060	4,643.90	121,156
3	4,374.50	114,128	4,540.70	118,464	4,699.60	122,609
4	4,429.50	115,562	4,597.80	119,953	4,758.70	124,151
5	4,484.60	117,000	4,655.00	121,446	4,817.90	125,696
6	4,554.10	118,813	4,727.20	123,329	4,892.70	127,647
SUPERINTENDENT						
1	4,710.10	122,883	4,889.10	127,553	5,060.20	132,017
2	4,803.00	125,307	4,985.50	130,068	5,160.00	134,621
3	4,853.10	126,614	5,037.50	131,425	5,213.80	136,024
4	4,988.70	130,152	5,178.30	135,098	5,359.50	139,826
CHIEF SUPERINTENDENT						
1	5,210.40	135,936	5,408.40	141,101	5,597.70	146,040
2	5,335.30	139,194	5,538.00	144,482	5,731.80	149,539

SCHEDULE 8

Wage rates Determined by QIRC Full Bench Determination - CA/2010/12.

QUEENSLAND POLICE SERVICE DETERMINATION - 2010 to 2012

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

Annual figures are for information purposes only

		1/07/2010 3.8% Increase		1/07/2011 3.8% Increase		1/07/2012 3.5% 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	PP1						
3		1,662.90	43,384	1,726.10	45,033	1,786.50	46,609
	PP2	1,701.10	44,380	1,765.70	46,066	1,827.50	47,678
	PP3	1,740.30	45,403	1,806.40	47,128	1,869.60	48,777
	PP4	1,780.60	46,455	1,848.30	48,221	1,913.00	49,909
Level	PP1						
4		1,857.60	48,463	1,928.20	50,305	1,995.70	52,066
	PP2	1,917.50	50,026	1,990.40	51,928	2,060.10	53,747
	PP3	1,978.40	51,615	2,053.60	53,577	2,125.50	55,453
	PP4	2,038.90	53,193	2,116.40	55,215	2,190.50	57,149
Level	PP1						
5		2,092.50	54,592	2,172.00	56,666	2,248.00	58,649
	PP2	2,162.20	56,410	2,244.40	58,555	2,323.00	60,605
	PP3	2,232.50	58,244	2,317.30	60,457	2,398.40	62,573
	PP4	2,302.40	60,068	2,389.90	62,351	2,473.50	64,532
Level	PP1						
6		2,403.80	62,713	2,495.10	65,095	2,582.40	67,373
	PP2	2,467.70	64,381	2,561.50	66,828	2,651.20	69,168
	PP3	2,531.80	66,053	2,628.00	68,563	2,720.00	70,963

SCHEDULE 9*QUEENSLAND POLICE SERVICE SICK LEAVE BANK ARRANGEMENTS***ARRANGEMENT OF SCHEDULE****PART 1 - PRELIMINARY**

Title	1.1
Schedule 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 Schedule shall be known as "Queensland Police Service Sick Leave Bank Arrangements".

1.2 Schedule Coverage

This Schedule 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 from 5 December 2011. The conditions and entitlements as provided in Schedule 9 of the *Queensland Police Service Certified Agreement 5, 2007 (EB5)* continue to apply up to and including 4 December 2011.

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 Determination 2010*, and in the event of there being no Determination, the *Police Service Award - State 2003* 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 Schedule.
- (3) Such sworn member shall agree to certain conditions of approval by completing the form QP400 Application to Access Sick Leave Bank Benefits and Medical Release (Appendix A) 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.

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 Schedule.

(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 Schedule, 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 Queensland Police 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 "special responsibility leave" as defined in *Family Leave (Queensland Public Sector) Award - State 2004*.
- (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.

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APPENDIX A - Schedule of Fees

1. INTRODUCTION AND SCOPE

1.1 Principal Objective

The principal objective of this Schedule is to ensure that an employee who is under an order of transfer from one centre to another to carry out his or her duties, is assisted with costs necessarily incurred (as defined in clause 1.5 of this Schedule) by the employee because of the transfer.

1.2 Purpose

The purpose of this Schedule is to provide for the payment or reimbursement of expenses and other matters associated with the transfer of an employee from one centre to another.

This Schedule will assist employees and their supervisors and managers to determine entitlement to payment of expenses while under orders of transfer. It will also assist employees to undertake the necessary steps to submit claims when required. This document details the roles and responsibilities of various positions and sections in respect to the payment of allowances and reimbursement of entitlements.

1.3 Application

This Schedule applies to:

- Sworn police officers who have been confirmed.

This Schedule does not apply to:

- police recruits during their employment as a recruit including PACE and PROVE program employees.

Police Liaison Officers and Assistant Watchhouse Officers under orders of transfer on merit or compassionate grounds are entitled to similar transfer entitlements (see clauses 8(4) and 9(3) in Schedule 7 to this Determination).

1.4 Eligibility

The following eligibility clause applies from 1 July 2010 to 4 December 2011 only:

An employee is eligible for the benefits provided in this Schedule if the transfer necessitates a change of residence. There is no entitlement under this Schedule if the transfer does not necessitate a change of residence.

A change of residence is not deemed necessary if the employee's current residence is within 40km of the new workplace. Provided that an employee will have an entitlement under these provisions where the employee is transferred to or from an island that is not connected to the mainland by a toll free bridge.

An employee is only entitled to the payment or reimbursement of expenses and other matters when under an order of transfer. An order of transfer for a lateral transfer employee is effective 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.

The following eligibility clause applies from 5 December 2011:

An employee is eligible for the benefits provided in this Schedule when all of the following conditions have been met:

- the employee has been transferred or promoted from one position to another other than in circumstances when travelling and relieving allowances apply;
- because of the transfer or promotion the employee has been obliged to transfer to a work place in a different location;
- the change of location is such as to satisfy the Commissioner that it would be impractical for the employee to continue to reside at the former location and unreasonable to require him or her to do so.

A transfer within the same city or town area does not attract an entitlement in this Schedule.

1.5 Entitlement

An employee transferred from one centre to another is to be allowed reasonable transfer expenses as provided in this Schedule for the following purposes:

- To convey the employee and the employee's family and effects to the centre to which the officer is transferred;
- To obtain temporary board and lodging; and
- To meet other items of expenditure related to taking up duty.

1.6 Documentary Evidence

An employee must provide documentary evidence of an expense before reimbursement of an expense or payment of an allowance may be authorised. Such evidence might include (but is not limited to) receipts, invoices, including tax invoices, itemised statements, quotes, declarations or certification.

If the employee is unable to provide receipts, a Statutory Declaration must be completed detailing the following:

- Date and approximate time expense was incurred;
- Details of expense incurred e.g. type of accommodation, type of meals purchased;
- Location of where expense was incurred including town/city and the name of the hotel, motel, registered lodging house, caravan park or restaurant/food outlet;
- Amount of expense;
- Names of family members including ages of children for which expense was incurred.

The documentary evidence must be such as to satisfy the Commissioner (or delegate) of the validity of the employee's claim.

1.7 Time Limit on Claims

Unless the Commissioner (or delegate) is satisfied that the circumstances warrant otherwise, a claim may be paid only if it is submitted within 12 months of the later of the following occurrences:

- The incurring of the expense; or
- The conclusion of the events leading to the claim.

The only exception to this is expenses associated with sale and purchase of residence or land in which a two year time limit applies (see clause 4.16 of this Schedule).

2. DEFINITIONS

2.1 Centre means a location to which an employee has been transferred.

2.2 District Officer means a commissioned officer or staff member equivalent in charge of a section, district or establishment.

- 2.3 Employee** means a person to whom this Schedule applies according to clause 1.3 of this Schedule.
- 2.4 Family** means a spouse, dependent children and any other dependent member of the employee's family residing with the officer at the time of transfer.
- 2.5 Former Centre** in relation to 4.16 may be any former centre, not necessarily the centre from which the most recent transfer has taken place.
- 2.6 Human Resources Manager** means a member of the Service appointed to a position in charge of the personnel function within a region, command or directorate.
- 2.7** For the purpose of this Schedule only, **Officer in Charge** means the police officer who is in charge of the station, section or establishment to which an employee is attached.
- 2.8 Payroll Branch, HR Services Division** means a section of the Queensland Shared Services that is responsible for processing the payment of transfer expense claims paid through payroll.
- 2.9 Region** means a region, State Crime Operations Command, Operations Support Command, Ethical Standards Command and divisions within Corporate Services. The term also includes all organisational units that have a direct reporting relationship to the Commissioner or an Executive Director.
- 2.10 Spouse** 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 Schedule that relate to a spouse.
- 2.11 Transfer Expenses Officer (HR)** means an employee of the Queensland Shared Services who is responsible for the processing and payment of transfer expense claims and providing advice regarding the claim process.

3. ROLES AND RESPONSIBILITIES

- 3.1 Officers in Charge** are responsible for:
- advising Human Resources Managers of the date of departure or arrival on transfer of an employee under their supervision; and
 - certification of the appropriate forms for an employee under their supervision.
- 3.2 Employees** are individually responsible for submitting transfer expense claims within the specified time limit and ensuring that all documentary evidence required for any allowance or reimbursement is provided.
- 3.3 Human Resources Managers** are responsible for:
- policy interpretations in deciding an employee's eligibility for the payment of transfer expenses; and
 - authorising payment of all claims for transfer expenses not paid through the payroll.
- 3.4 Payroll Branch, HR Services Division** is responsible for:
- processing all claims for transfer expenses paid through the payroll; and
 - commencement of recovery action for overpaid allowances paid through the payroll
- 3.5 Transfer Expenses Officer (HR)** is responsible for:
- checking, processing and arranging authorisation and payment of all transfer expense claims to an employee; and
 - commencement of recovery action for overpaid allowances.

NOTE: The Transfer Expenses Officer (HR) is not responsible for policy interpretations in deciding an employee's eligibility for the payment of transfer expenses. All policy interpretations are to be referred to the relevant Human Resources Manager, who may then refer it to Employee Relations.

4. TRANSFER EXPENSES

4.1 TIME OFF TO COMPLETE TRANSFER ARRANGEMENTS

4.1.1 Entitlement

An employee is to be granted time off, where necessary, to complete transfer arrangements directly related to the transfer, including supervision of packing and unpacking of furniture and effects.

4.1.2 Eligibility

(a) Employee unaccompanied by family

- (i) Up to two working days on full salary within two months prior to departure on transfer or within two months prior to transportation of furniture and effects where such arrangements are made after the employee has taken up duty at the new centre; and
- (ii) Up to two working days on full salary within two months following arrival at the new centre. The period of two months following arrival at the new centre may be extended to enable the employee to take the two working days leave within one month of occupation of the employee's intended permanent place of residence at the new centre.

(b) Employee accompanied by family

Same as for employee unaccompanied by family.

4.2 PERSONAL TRAVEL TO NEW CENTRE

An employee may elect to travel by private motor vehicle, rail, air or other suitable alternative travel arrangements as provided for below.

4.2.1 Travel by Private Motor Vehicle

4.2.1.1 Entitlement

An employee is to be granted time off on full salary for the purpose of completing the necessary personal travel to the new centre. The travel must be by the most practicable direct route and advice regarding this is available from the RACQ. Prior notification of the intention to use a private motor vehicle to affect the transfer must be given in this instance.

4.2.1.2 Eligibility

(a) Employee unaccompanied by family

An employee on transfer who uses a private motor vehicle to travel from one centre to the other by the most direct practicable route is entitled to the following:

- (i) One working day on full salary for each 500 completed kilometres, or part thereof, of road travel (e.g. a journey of 700km would attract 2 days; a journey of 300km would attract 1 day);
- (ii) A Private Motor Vehicle Allowance paid per kilometre for each of up to two vehicles, with the allowance being the rate prescribed in Appendix A of this Schedule; and
- (iii) If an employee elects to exceed the maximum number of days allowed to complete the transfer, an application may be made for recreation leave, Programmed Days Off or rest days for the additional days of the journey. The Service will not reimburse any expenses incurred on the additional days of travel (with the exception of the Private Motor Vehicle Allowance as prescribed in Appendix A of this Schedule).

(b) Employee accompanied by family

Same as for employee unaccompanied by family.

(c) Multiple Journeys in Private Motor Vehicles

Where an employee effects a transfer by private motor vehicle and circumstances exist which preclude the employee's family from accompanying the employee on transfer, the Officer in Charge may authorise alternative travel arrangements by the family. However the Officer in Charge must be satisfied that the circumstances justify such an arrangement. Examples of such circumstances may include but are not limited to the following:

- the need to finalise the sale of a residence; or
- the need to terminate employment; or
- to permit children to complete a period of education.

Should a second private motor vehicle be used, the Private Motor Vehicle allowance as prescribed in Appendix A is also to be paid.

In relation to the use of a second private motor vehicle, the employee is not entitled to additional time off. Also the employee is not entitled to payment of expenses (i.e. accommodation and meal allowances en route) for more than one journey for each family member (including the employee).

In circumstances where an employee's family is required to travel at a different time, the employee may utilise the same vehicle previously approved for the employee's transfer. However under this arrangement, only additional fair and reasonable expenses incurred by the employee's family may be paid on the production of receipts. The Private Motor Vehicle Allowance as prescribed in Appendix A cannot be claimed a second time for the same vehicle.

4.2.2 Travel by Rail, Air or Alternative Travel Arrangements

4.2.2.1 Entitlement

An employee is to be granted the necessary time off on full salary for the purpose of completing the necessary personal travel to the new centre.

4.2.2.2 Eligibility

(a) *Employee unaccompanied by family*

(i) *Travel by Rail*

First class rail fare, including sleeper where necessary.

(ii) *Travel by Air*

(NB: Consideration should first be given to travel by the air wing.)
Economy class air fare with the best value carrier.

(iii) *Alternative Travel Arrangements*

Appropriate fares.

(b) *Employee accompanied by family*

Same as for employee unaccompanied by family plus relevant fares for the employee's family.

4.3 OVERNIGHT ACCOMMODATION EN ROUTE

4.3.1 Entitlement

An employee shall be reimbursed actual and reasonable expenses for accommodation necessarily incurred whilst travelling to the new centre. Reasonable expenses shall be as determined by the Commissioner (or delegate).

An employee travelling by their private motor vehicle shall be allowed one overnight stay for each completed 500 kilometres or part thereof is considered reasonable.

A motor vehicle trip of less than 500km will not attract any entitlement for accommodation at the new centre under this provision; instead accommodation on the night of arrival at the new centre is treated under the provisions of clause 4.6 of this Schedule.

4.3.2 Eligibility

(a) Employee unaccompanied by family

(i) Hotel, motel, registered lodging house or caravan park

All actual and reasonable expenses for one overnight stay for each completed 500 kilometres or part thereof is considered reasonable. Reasonable expenses shall not exceed 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.

(ii) Relatives and Friends

The allowance amount specified in Appendix A of this Schedule. Receipts are not required.

(b) Employee accompanied by family

(i) Hotel, motel, registered lodging house or caravan park

Same as for employee unaccompanied by family plus actual and reasonable expenses for the employee's family. Receipts are required.

(ii) Relatives and Friends

Same as for employee unaccompanied by family plus the allowance specified in Appendix A for the employee's spouse and children 12 years and over and half of the allowance specified in Appendix A of this Schedule for children under 12 years. Receipts are not required.

4.4 MEALS EN ROUTE

4.4.1 Entitlement

An employee shall be reimbursed actual and reasonable expenses for meals necessarily incurred whilst travelling to the new centre. Reasonable expenses shall be as determined by the Commissioner (or delegate).

No separate meal expenses are payable while staying with relatives or friends. Meals with relatives or friends are included in the accommodation allowance for staying with relatives or friends as specified in Appendix A of this Schedule.

Meals on the night of arrival at the new centre are treated under the provisions of clause 4.6 of this Schedule.

4.4.2 Eligibility

a) Employee unaccompanied by family

Actual and reasonable expenses for meals. Receipts are required.

b) Employee accompanied by family

Same as for employee unaccompanied by family plus actual and reasonable expenses for the employee's family. Receipts are required.

4.5 ADVANCES FOR ACCOMMODATION AND MEALS EN ROUTE

4.5.1 Entitlement

An advance for accommodation and meals may be approved to assist employees with expenses incurred whilst travelling to the new centre. If approved, the employee must give an undertaking in writing to refund any portion of an advance for which the employee would not be eligible.

4.5.2 Eligibility

a) *Employee unaccompanied by family*

(i) *Accommodation*

100% of anticipated cost.

(ii) *Meals*

The meal allowance amounts specified in clause 3.3(18) 'Travelling Allowances' of Schedule 1 to this Determination.

b) *Employee accompanied by family*

(i) *Accommodation*

Same as for employee unaccompanied by family plus 100% of anticipated cost for the employee's family.

(ii) *Meals*

Same as for employee unaccompanied by family plus the meal allowance amounts specified in clause 3.3(18) 'Travelling Allowances' of Schedule 1 to this Determination for the employee's spouse and children 12 years and over. For children under 12 years, half of the meal allowance amounts specified in clause 3.3(18) 'Travelling Allowances' of Schedule 1 to this Determination.

4.6 ACCOMMODATION AND MEALS PRIOR TO DEPARTURE AND UPON ARRIVAL

4.6.1 Entitlement

An employee shall be reimbursed actual expenses 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.

4.6.2 Eligibility

a) *Employee unaccompanied by family*

(i) *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.

(ii) *Relatives and Friends*

Up to the maximum allowance amount specified in 'Overnight Accommodation en route with Relatives or Friends' in Appendix A of this Schedule. The stated amounts are inclusive of accommodation and meals. Receipts are not required.

(iii) *Meals*

Actual and reasonable expenses for meals. Receipts are required.

b) *Employee accompanied by family*

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

Same as for employee unaccompanied by family plus actual and reasonable expenses for the employee's family. Receipts are required.

(ii) *Relatives and Friends*

Same as for employee unaccompanied by family plus up to maximum of the allowance amount specified in Appendix A for the employee's spouse and children 12 years and over and half of the allowance specified in Appendix A of this Schedule for children under 12 years. The stated amounts are inclusive of accommodation and meals. Receipts are not required.

(iii) *Meals*

Same as for employee unaccompanied by family plus actual and reasonable expenses for the employee's family. Receipts are required.

4.7 TEMPORARY ACCOMMODATION

4.7.1 Entitlement

An employee may be entitled to partial rental reimbursement of expenses to assist them to establish themselves in the new centre. However an employee is not automatically entitled to assistance for temporary accommodation. It is not a system of free rent. The scheme is designed to provide help where employees are experiencing difficulties.

A longer than normal period of temporary accommodation may be approved in special circumstances where an officer is unable to obtain permanent accommodation within two months (employee unaccompanied by family) or four months (employee accompanied by family), whichever case is applicable to the officer.

Entitlements when Electing to Build a Residence

There is no automatic entitlement to the reimbursement of temporary accommodation expenses when an employee elects to build a residence when established suitable residences are available for sale. Applications for temporary accommodation assistance of this nature will be considered in light of the real estate climate at the time.

If there are no suitable established residences for sale within the area sought by the employee, then consideration will be given to the payment of the claim in line with the relevant provisions of clauses 4.7.2 or 4.7.3 below. The four month time frame specified below should not be exceeded unless extraordinary circumstances exist. In these instances, approval must be sought and obtained from the Director Workforce Management.

If an employee chooses to build a residence to suit their own desires when there are suitable established residences available for sale, then the entitlement to temporary accommodation assistance will be restricted to a period of 30 days from the date of signing the contract to purchase the block of land. If the officer owned the block of land prior to affecting the transfer, then temporary accommodation assistance will be restricted to a period of 30 days from the date of arriving on transfer in the new centre.

4.7.2 Eligibility

a) Employee unaccompanied by family

An employee unaccompanied by family is eligible for reimbursement for up to 2 months.

(i) *Hotel, Motel, Registered Lodging House*

3/4 of actual reasonable expenses for accommodation and 1/2 of actual reasonable expenses for meals for the first month. 1/2 of actual reasonable expenses for both accommodation and meals for the second month and any subsequent period approved in special circumstances. Receipts are required.

(ii) *House, Flat, Cabin or Unit with cooking facilities, Caravan or Caravan Site*

3/4 of rental for first month. 1/2 of rental for second month and any subsequent period approved in special circumstances. Receipts are required.

Such accommodation must be of a temporary nature pending the securing of permanent accommodation. Furthermore, expenses for meals are not allowed under this provision.

(iii) *Relatives or Friends*

Actual expenses up to the appropriate amounts included in Appendix A attached hereto. The stated amounts are inclusive of accommodation and meals. Receipts are not required.

A longer period may be approved in special circumstances where an employee is unable to obtain permanent accommodation within 2 months.

b) *Employee accompanied by family*

(i) *Hotel, Motel, Registered Lodging House*

3/4 of actual reasonable expenses for accommodation and 1/2 of actual reasonable expenses for meals for the first 2 months. 1/2 of actual reasonable expenses for both accommodation and meals for the next 2 months and any subsequent period approved in special circumstances. Receipts are required.

(ii) *House, Flat, Cabin or Unit with cooking facilities, Caravan or Caravan Site*

3/4 of rental for first 2 months. 1/2 of rental for next 2 months and any subsequent period approved in special circumstances. Receipts are required.

Such accommodation must be of a temporary nature pending the securing of permanent accommodation. Furthermore, expenses for meals are not allowed under this provision.

(iii) *Relatives and Friends*

Same as for employee unaccompanied by family.

A longer period may be approved in special circumstances where an employee is unable to obtain permanent accommodation within 4 months and the ongoing accommodation is genuinely temporary.

4.8 ADVANCES FOR TEMPORARY ACCOMMODATION

4.8.1 Entitlement

An advance for temporary board and lodging may be approved to assist employees with expenses incurred while waiting to secure permanent accommodation. If approved, the employee must give an undertaking in writing to refund any portion of an advance for which the employee would not be eligible.

4.8.2 Eligibility

a) *Employee unaccompanied by family*

An initial advance of up to two weeks with further two weekly advances up to a total period of two months may be claimed. Advance payments should not exceed the applicable refund of anticipated expenses allowed for each type of temporary accommodation as outlined in clause 4.7.

b) *Employee accompanied by family*

Same as for employee unaccompanied by family.

4.9 TEMPORARY ACCOMMODATION EXPENSES INCURRED IN SECURING PERMANENT ACCOMMODATION PRIOR TO EFFECTING TRANSFER

4.9.1 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 being claimed following transfer under clause 4.7, the maximum amount claimable is to be reduced by the amount paid under previous claim/s.

4.9.2 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 this Schedule.

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.

4.10 TRANSPORTATION OF FURNITURE AND EFFECTS

4.15.1 Entitlement

An employee is entitled to transport of their furniture and effects from one centre to another. The transport will be carried out by the Service's contracted removal service provider ("the provider"). The provider will coordinate all arrangements in relation to the relocation of furniture and effects with the exception of pot plants and pets. Refer to clause 4.15 for transport of plants and pets.

4.10.2 Eligibility

a) *Employee unaccompanied by family*

An employee is entitled to transport of furniture and effects to the new centre up to a maximum of 50 cubic metres. 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 in excess of 50 cubic metres of furniture and effects may seek approval for the Service to pay for the transportation of the actual volume of furniture in excess of 50 cubic metres. The QPS will only meet the additional costs if there are extenuating circumstances that would make the transportation of additional volume reasonable.

b) *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.

4.11 STORAGE OF FURNITURE AND EFFECTS

4.11.1 Entitlement

An employee is entitled to the cost of storage of furniture and effects while waiting to secure permanent accommodation.

4.11.2 Eligibility

a) Employee unaccompanied by family

Storage expenses up to a total period of 6 months, including cartage to and from store, unloading, receiving, listing, stowage, unstowage, and insurance. The amount of insurance coverage paid for is not to exceed the coverage obtained during transit.

b) Employee accompanied by family

Same as for employee unaccompanied by family.

4.12 ACCELERATED DEPRECIATION OF FURNITURE AND EFFECTS

4.12.1 Entitlement

An employee is to be paid accelerated depreciation for furniture and effects transported on transfer. The amount is to be based on the value that the furniture and effects is insured for by the Service's contracted removal service provider ("the provider).

This entitlement only applies where the employee has insured their furniture and effects for transportation with the provider.

4.12.2 Eligibility

a) Employee unaccompanied by family

The allowance paid is as prescribed in Appendix A of this Schedule.

b) Employee accompanied by family

Same as for employee unaccompanied by family.

4.13 COMPENSATION IN LIEU OF TRANSPORT

4.13.1 Entitlement

Where an employee elects to sell or otherwise dispose of all or part of their furniture and effects in lieu of transport to the new centre, compensation for loss may be allowed to the employee.

The meaning of 'dispose' is to transfer the ownership of the furniture and effects to another person. Therefore an employee may gift their furniture and effects to another person.

This entitlement cannot be claimed by employees seeking to reduce their furniture below the agreed maximum volume prescribed in clause 4.10 of this Schedule.

4.13.2 Eligibility

a) Employee unaccompanied by family

An amount considered fair and reasonable, providing it does not exceed the amount that would have been payable had the furniture and effects been transported to the new centre.

b) Employee accompanied by family

Same as for employee unaccompanied by family.

4.14 TRANSPORT OF PRIVATE MOTOR VEHICLES, ETC.

4.14.1 Entitlement

An employee is entitled to be paid the cost of removing their private motor vehicle, motor cycle, boat and trailer unit, caravan and domestic trailer to the new centre.

The entitlement covers one private motor vehicle and any three of the following:

- second private motor vehicle;
- motor cycle;
- boat and trailer unit;
- caravan;
- domestic trailer.

The boat and trailer unit, caravan or domestic trailer must be of a trailable size.

The item being relocated must be in the employee's possession/ownership at the time of transfer to the new centre. Therefore, an employee can not claim this entitlement for a vehicle that was purchased after he or she has transferred to the new centre.

The costs that are included are:

- (i) actual handling charges for loading and unloading of each approved item; and
- (ii) with respect to a private motor vehicle, the per kilometre allowance as prescribed in Appendix A of this Schedule, for the distance travelled to and/or from the nearest loading and/or unloading point by the most direct practicable route.

The mode of transport shall be approved by the Commissioner (or delegate)

Premiums for insurance cover of a private motor vehicle, motor cycle, boat and trailer unit, caravan and/or domestic trailer in transit are to be borne by the employee.

Where the employee or a member of the employee's family drives the employee's vehicle to the new centre (with reimbursement of the Private Motor Vehicle Allowance as prescribed by clause 4.2.1 of this Schedule), the entitlement is limited to three other items from the list above. Where the employee or members of the employee's family drive two of the employee's vehicles to the new centre (with reimbursement of the Private Motor Vehicle Allowance as prescribed by clause 4.2.1 of this Schedule), the entitlement is limited to two other items from the list.

4.14.2 Eligibility

a) Employee unaccompanied by family

As outlined above.

b) Employee accompanied by family

Same as for employee unaccompanied by family.

4.15 TRANSPORT OF PETS AND/OR PLANTS

4.15.1 Entitlement

An employee is entitled to be paid for the expense of relocating domestic pets or plants in pots or boxes.

Each application for transportation of domestic pets is to be considered on its own merits.

No reimbursement of expenses is to be provided for pets transported by the employee in a private motor vehicle etc., other than pet accommodation en route.

4.15.2 Eligibility

a) *Employee unaccompanied by family*

The entitlement includes actual and reasonable freight charges, cost of pet en route and at the destination and cost of special carrying boxes etc.

The maximum amount payable for an employee with respect to a single transfer is prescribed in Appendix A of this Schedule.

Actual and reasonable costs up to an amount prescribed in Appendix A are to be paid upon the production of appropriate receipts and documentation.

b) *Employee accompanied by family*

Same as for employee unaccompanied by family.

4.16 EXPENSES ASSOCIATED WITH SALE AND PURCHASE OF RESIDENCE OR LAND

4.16.1 Entitlement

An employee is entitled to the payment of expenses associated with the sale and purchase of residence or land on transfer from one centre to another under the conditions specified below. The conditions cover four possible alternative situations, for example:

- The employee sells a principal residence at a former centre and buys a residence to occupy at a new centre;
- The employee sells land at a former centre and buys land at a new centre with the intention of building a principal residence on it;
- The employee sells land at a former centre and buys a residence to occupy at a new centre;
- The employee sells a principal residence at a former centre and buys land at a new centre with the intention of building a principal residence on it.

Conditions to qualify for payment are as follows:

- (i) The employee must have sold his or her principal residence or land at a former centre, which need not be the centre where the employee was located immediately prior to the transfer to the new centre where expenses have been claimed; and
- (ii) The principal residence or land owned at the former centre may be sold at any time subsequent to the transfer from that centre but must be sold no later than two years after arrival at the new centre where expenses have been claimed; and
- (iii) The principal residence at the former centre may be tenanted while the employee occupies official or rented accommodation at other centres as a result of subsequent transfers; and
- (iv) The officer must:
 - have purchased and occupied a residence within two years of arrival at the new centre; or
 - have signed a contract to erect a principal residence on that land within two years of arrival at the new centre; and

(v) The residence purchased or erected at the new centre must not be tenanted between purchase and occupancy; and

(vi) An employee transferred back to a former centre may be refunded expenses for the sale and purchase of a residence or land at that centre, provided the sale of the residence or land took place prior to the date of the current transfer.

Fees on the sale of property may be refunded to the employee at the time of sale. The refund should not be withheld until property is purchased at the new centre.

4.16.2 Stamp Duty

4.16.2.1 Eligibility

a) Employee unaccompanied by family

An employee is to be reimbursed for duties on transactions (stamp duty) for:

- Transfer duty paid to the Office of State Revenue on a transfer for the purchase of the property; and
- Mortgage duty paid to the Office of State Revenue for new mortgage of the new property.

b) Employee accompanied by family

Same as for employee unaccompanied by family.

4.16.3 Land Title Fees

4.16.3.1 Eligibility

a) Employee unaccompanied by family

An employee is to be reimbursed for lodgement fees paid to the Queensland Resource Registry (Titles Office) for:

- Release of mortgage on the sale of a property;
- Transfer for the purchase of a property; and
- New mortgage on the purchase of a property.

b) Employee accompanied by family

Same as for employee unaccompanied by family.

4.16.4 Conveyancing Fees

4.16.4.1 Eligibility

a) Employee unaccompanied by family

An employee is to be reimbursed actual fees up to the limits prescribed in Appendix A of this Schedule, for the sale and purchase of a residence or land.

Fees on the sale of property may be refunded to the employee at the time of sale. The refund should not be withheld until the employee buys a property at the new centre.

Conveyancing fees can include solicitor's professional fees, searches and sundry costs e.g. photocopying, phone calls etc. However an employee can only be reimbursed up to the limit prescribed in Appendix A of this Schedule. Legal costs for assistance with the establishment of a financing facility or a mortgage are not regarded as 'conveyancing fees' for this purpose.

b) Employee accompanied by family

Same as for employee unaccompanied by family.

4.16.5 Real Estate Commission Fees**4.16.5.1 Eligibility*****a) Employee unaccompanied by family***

An employee is to be reimbursed actual real estate agent's commission up to the limits prescribed in Appendix A of this Schedule, for the sale of a residence or land.

b) Employee accompanied by family

Same as for employee unaccompanied by family.

4.17 DISLOCATION EXPENSES**4.17.1 Entitlement**

An employee is to be paid an allowance to compensate them for incidental personal expenses incurred in the process of transferring.

4.17.2 Eligibility***a) Employee unaccompanied by family***

The allowance rate is as prescribed in Appendix A of this Schedule.

b) Employee accompanied by family

The allowance rate is as prescribed in Appendix A of this Schedule.

4.18 EDUCATION ASSISTANCE FOR DEPENDENT CHILDREN**4.18.1 Entitlement**

An employee is to be paid an allowance to compensate them for additional education costs incurred in relocating dependent pre-school and school age children.

4.18.2 Eligibility***a) Employee unaccompanied by family***

Not applicable.

b) Employee accompanied by family

The allowance rate is as prescribed in Appendix A of this Schedule.

4.19 TRANSFER OF TELEPHONE**4.19.1 Entitlement**

An employee may apply to be reimbursed the cost of connection or reconnection of a telephone service to their residence at the new centre to which they have been transferred. Such reimbursement is conditional upon the provision of evidence that a telephone service was connected or reconnected in the employee's name to his/her residence in the former centre.

No other charges related to the telephone service are to be reimbursed.

4.19.2 Eligibility***a) Employee unaccompanied by family***

Full cost of connecting or reconnecting one telephone at the new centre.

b) *Employee accompanied by family*

Same as for employee unaccompanied by family.

4.20 CONCESSIONS FOR OFFICERS ON RETIREMENT AND WIDOWS/WIDOWERS OF DECEASED OFFICERS

(For the purpose of this section only, the word 'employee' is to be deemed to include retired employees and their spouses, widows/widowers of deceased employees and any dependent children.)

4.20.1 Entitlement

The concessions outlined below in clause 4.20.2 are allowed to employees on retirement and widows/widowers of a deceased employee and their families, who at the time of retirement or death were residing with the employee.

Entitlement is based on the following:

- (i) the employee at the time of retirement or death was serving at a centre other than that to which he/she was originally appointed.

If the employee was serving at the same centre to which originally appointed at the time of retirement or death and had been subject to a number of transfers during his/her career, the Commissioner may grant the concessions. In exercising discretion in this case, due consideration is to be given to the following factors:

- (i) the length of service of the employee;
- (ii) the locations of the employee's centre at the time of retirement or death;
- (iii) the number of centres at which the employee served during his/her career; and
- (iv) any other factors considered relevant.

Entitlement is restricted to employees who meet one of the following criteria:-

- (i) the employee is of an age referred to in section 8.2 of the *Police Service Administration Act 1990*;
- (ii) the employee is retiring on the ground of ill health in accordance with the provisions of section 8.3 of the *Police Service Administration Act 1990*; or
- (iii) the employee is deceased.

In all cases, the concessions are to be granted only when a claim is made within twelve months of retirement or death as the case may be.

The concessions are to only apply in respect to costs incurred within Queensland. Where the relocation is to a centre outside Queensland, pro rata expenses are to be allowed on the basis of cost incurred to the Queensland border only.

4.20.2 Eligibility

a) *Employee unaccompanied by family*

Employees or widows/widowers and families are to be allowed the following expenses:

- a) personal travel expenses as outlined in this policy;
- b) transportation of furniture and effects as outlined this policy;
- c) transportation of private motor vehicles etc. as outlined in this policy; and
- d) transportation of domestic pets and/or plants as outlined in this policy.

No other costs involved with the relocation of the employee or the employee's widow/widower and family are to be met by the Service.

b) Employee accompanied by family

Same as for employee unaccompanied by family.

Schedule of Fees - effective date 1 September 2011

Entitlement	Amount for single officer	Amount for officer with spouse and/or children
Travel by Private Motor Vehicle while on transfer	37.5 cents per kilometre	as per single officer
Transport of pets and/or plants	\$281.00	as per single officer
Overnight Accommodation en route with Relatives or Friends	Up to \$22.60 per overnight stay	as per single officer plus <ul style="list-style-type: none"> • spouse - up to \$21.10 • children - 12 years and over up to - \$21.10 under 12 years up to - \$10.55 per overnight stay
Meals en route	Actual and reasonable costs	as per single officer
Temporary Board and Lodging with relatives or friends	<u>1st month</u> per day \$16.90 <u>Next month and approved extensions</u> per day \$11.30	<u>1st two months</u> per day <ul style="list-style-type: none"> • officer - \$16.90 • spouse - \$16.90 • children - 12 years and over - \$16.90 under 12 years - \$8.45 <u>Next two months and approved extensions</u> per day <ul style="list-style-type: none"> • officer - \$11.30 • spouse - \$11.30 • children - 12 years and over - \$11.30 under 12 years - \$5.65
Accelerated Depreciation of Furniture and Effects	<u>Insured Value</u> \$0 - \$25,000 <u>Percentage</u> 3% <u>Maximum Allowance</u> \$750.00 <u>Insured Value</u> \$25,001 - \$40,000 <u>Percentage</u> 3% on the first \$25,000; 2% on the balance. <u>Maximum Allowance</u> \$1,050.00 <u>Insured Value</u> \$40,001 - \$60,000 <u>Percentage</u> 3% on the first \$25,000; 2% on the next \$15,000;	as per single officer

	1.5% on the balance. <u>Maximum Allowance</u> \$1,350.00 <u>Total Maximum Allowance</u> \$1350.00	
Conveyancing Fees	Actual fees up to the following amounts - Residence Sale - \$880.00 Purchase - \$1210.00 Land Sale - \$550.00 Purchase - \$660.00	as per single officer
Real Estate Commission Fees	Actual real estate commission fees not exceeding the following amounts - Residence - \$3300.00 Land - \$1650.00	as per single officer
Dislocation Allowance	\$236.00	\$471.00