

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 (Qld) – s 193 – certification of an agreement

State of Queensland (Queensland Police Service)

AND

Queensland Police Union of Employees

The Queensland Police Commissioned Officers' Union of Employees

(Matter No. CB/2025/116)

QUEENSLAND POLICE SERVICE CERTIFIED AGREEMENT 2025

Certificate of Approval

On 13 October 2025, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016 (Qld)*:

Name of Agreement: **QUEENSLAND POLICE SERVICE CERTIFIED AGREEMENT 2025**

Parties to the Agreement:

- State of Queensland (Queensland Police Service);
- Queensland Police Union of Employees; and
- The Queensland Police Commissioned Officers' Union of Employees.

Operative Date: 13 October 2025

Nominal Expiry Date: 30 June 2028

Previous Agreement: *Queensland Police Service Certified Agreement 2022*

Termination Date of Previous Agreement: 30 June 2025

By the Commission

C. J. GAZENBEEK
Industrial Commissioner
13 October 2025

QUEENSLAND POLICE SERVICE CERTIFIED AGREEMENT 2025

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PART ONE – PRELIMINARY

1 Title

This Agreement will be known as the *Queensland Police Service Certified Agreement 2025*.

2 Operation of this Agreement

- 2.1 This Agreement operates from date of certification and has a nominal expiry date of 30 June 2028.
- 2.2 This Agreement replaces the *Queensland Police Service Certified Agreement 2022*.
- 2.3 For the purposes of section 228(3)(a) of the *Industrial Relations Act 2016*, this Agreement will be terminated upon the certification of a replacement agreement or the making of a replacement arbitration determination in relation to the employees covered by this Agreement, unless otherwise agreed by the parties.

3 Purpose of the Agreement

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

4 Parties Bound by this Agreement

- 4.1 Parties to this Agreement are:
 - (a) the Commissioner of the Queensland Police Service;
 - (b) The following persons:
 - a) Police Officers of the Service;
 - b) Police Support Officers including:
 - i. Police Liaison Officers;
 - ii. Torres Strait Island Police Liaison Officers;
 - iii. Employees of the Police Pipes and Drums Band; and
 - iv. Assistant Watchhouse Officers;
 - (c) The Queensland Police Union of Employees (QPUE); and
 - (d) The Queensland Police Commissioned Officers' Union of Employees (QPCOUE).
- 4.2 Executive officers appointed under the *Police Service Administration Act 1990* (PSAA) are not covered by this Agreement.
- 4.3 The Single Bargaining Unit which undertook negotiations to develop this Agreement was made up of representatives from the Service, the QPUE and the QPCOUE.

5 Renegotiation of this Agreement

Subject to the provisions of the *Industrial Relations Act 2016* as amended from time to time, the parties agree to commence discussions for re-negotiation of a replacement Agreement at least four months prior to 30 June 2028.

6 Relationship with Existing Award

- 6.1 This Agreement is to be read in conjunction with the *Queensland Police Service Employees Award – State 2016* ('the Award').
- 6.2 Where there is any inconsistency between this Agreement and any applicable industrial instrument, the terms of this Agreement will prevail to the extent of any inconsistency.
- 6.3 The parties to this Agreement agree to discuss any application made during the life of this Agreement to amend the Award to incorporate a provision of this Agreement, where such amendment would improve existing entitlements or conditions under the Award or clarify the operation of a clause therein.

7 Equal Remuneration

- 7.1 The parties recognise the importance of maintaining diversity in the workplace, equal remuneration for work of equal value and ensuring that existing practices that encourage quality of employment and development opportunities continue and are promoted during the life of this Agreement.
- 7.2 This will include the Service:
 - (a) Reviewing position descriptions prior to advertisement to ensure non bias/gender neutral language;
 - (b) Including statements during recruitment that the Service is an equal opportunity employer;
 - (c) Ensuring selection of applicants for vacant positions is conducted in accordance with the law;
 - (d) Giving appropriate and meaningful consideration of workplace flexibility or adjustment requests;
 - (e) Ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attribute under the *Anti-Discrimination Act 1991*;
 - (f) Continuing to explore other ways to implement equal remuneration for work of equal or comparable value.

8 No Further Claims

- 8.1 This Agreement is in full and final settlement of all parties' claims for its duration. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not, which claims are intended to take effect during the nominal term of this Agreement.
- 8.2 It is agreed that the following changes may flow to employees' rights and entitlements during the life of this Agreement:
 - General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission;
 - Reclassifications.

- 8.3 It is a term of this Agreement that no person covered by this Agreement will receive a rate of pay, which is less than the corresponding rate of pay in the relevant parent award.

9 Definitions

- 9.1 **Accumulated time** – for Police Support Officers means all authorised time worked, other than paid overtime in excess of 7.6 hours per day.

Authorised travelling time will also be included for the purposes of assessing accumulated time but does not include time spent travelling to or from an employee's usual place of residence, or in the case of residing away from home, the temporary place of abode.

- 9.2 **Award** – the *Queensland Police Service Employees Award – State 2016*, as amended or replaced from time to time.

- 9.3 **Centre** – means a location to which an employee has been transferred from or transferred to.

- 9.4 **Closed merit** – for police officers, means a process of selection used in a transfer situation where the vacancy is not advertised on open merit, but more than one person has been identified as potential transferees. Decisions will 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.

- 9.5 **Commissioned Officer** – means an employee at the ranks of Inspector, Superintendent and Chief Superintendent.

- 9.6 **Commissioner** – the Commissioner of the Police Service appointed pursuant to the provisions of the *PSAA*.

- 9.7 **Compulsory training requirements** – means those face-to-face training requirements determined by the QPS Education and Training Sub-Committee for a financial year, as relevant and compulsory for a police officer's rank or Police Support Officer's level. An employee is eligible for pay point progression if they have successfully completed all compulsory training requirements in the previous financial year. During the life of this Agreement completion of the Constable Capability Program will be introduced, becoming compulsory for progression from Constable to Senior Constable.

- 9.8 **Employee** – means unless otherwise designated a person to whom this Agreement applies.

- 9.9 **Equity** – means an employee working an Operational Shift Roster, and working their fair share of nights, weekends, afternoons and day shifts with everybody else on that roster. See the "Rostering Rules" via the Service's Intranet.

- 9.10 **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:

19 April 2025 – 17 April 2026

18 April 2026 - 16 April 2027

17 April 2027 – 14 April 2028

- 9.11 **Family** – for the purposes of transfer entitlements, means a spouse, , dependent children and any other dependent member of the employee's family residing with the employee at the time of transfer.

- 9.12 **Former Centre** – may be any former centre, not necessarily the centre from which the most recent transfer has taken place.
- 9.13 **Lateral Transfer** – the process of transferring Police Officers within the Service (in response to one or more operational factors unless otherwise provided for within this Agreement) at the existing rank to a position and/or location at an equivalent rank, without advertisement of that position. A Lateral Transfer excludes transfers made as a discipline sanction under the PSAA.
- 9.14 **Non-Commissioned Officer** – for the purposes of this Agreement, means an employee at the ranks of Constable, Senior Constable, Sergeant and Senior Sergeant.
- 9.15 **Open Merit** – refers to where a position is advertised to be filled on the basis of merit as prescribed within the PSAA [s. 5.2 (2) (a) as amended from time to time].
- 9.16 **Operational Shift Allowance (OSA)** – is a fortnightly allowance which will 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/LNOSA), weekends, public holidays, and in lieu of annual leave loading.
- 9.17 **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.
- 9.18 **Permanent** – in relation to payment of the OSA, will mean the employee has been promoted or transferred to an operational shift position on an operational shift roster; and will 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.
- 9.19 **Police Officer** – means a commissioned officer or a non-commissioned officer.
- 9.20 **Police Support Officer** – means an Operational Stream Employee covered by Schedule 2 of this Agreement and are staff members as defined under Section 2.2 of the PSAA
- 9.21 **QPCYWA** – means Queensland Police Citizens Youth Welfare Association.
- 9.22 **Roster** – means a period of 28 consecutive calendar days.
- 9.23 **Shift Work** –
- (a) for Police Support Officers means work done by separate relays of employees working recognised hours preceding, during or following the normal working hours for day workers;
 - *occasional shift work (by a non-shift employee) to meet operational requirements* – see clause 3.6 of Schedule 2 in this Agreement; and
 - *continuous shift work* - is where an employee works to a roster where shifts are worked over 24 hours per day seven days per week and the employee actually works on such rotational basis.
 - (b) non-commissioned police officers are deemed to be shift workers if they:
 - *are in receipt of the Operational Shift Allowance; or*
 - *work more than 50% penalty shifts (afternoon and/or night shifts that attract a 15% penalty as provided in clause 55 of this Agreement, weekend shifts and/or public holiday shifts) in a 28-day roster period;*

- 9.24 **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 Agreement that relate to a spouse.
- 9.25 **Standard day** – for a Police Support Officer means a period of 7.6 hours working time.
- 9.26 **Temporary** – in relation to payment of allowances (including but not limited to OSA, , QPCYWA Allowance, One and Two Officer Station Allowance, CPO Allowance, Detective/Plain Clothes Allowance, etc.) will 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.
- 9.27 **Unless Justifiable** – will 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.

- 9.28 **Weekend** – means a period between midnight on Friday and midnight on Sunday.

10 Police Support Officers - Conditions of Employment

- 10.1 The terms of this Agreement applying to Police Support Officers covered by this Agreement, including but not limited to the following matters, are set out in Schedule 2.
- Classification ;
 - Hours of work, rostering and overtime;
 - Allowances;
 - Leave;
 - Higher duties;
 - Part time employment; and
 - Training
- 10.2 The terms set out in Schedule 2 form part of this Agreement and are to be read in conjunction with all other terms of this Agreement.
- 10.3 In the event of any inconsistency between a term in Schedule 2 and another term of this Agreement, the terms in Schedule 2 of this Agreement will prevail.

PART 2 – PAY SCALES AND CLASSIFICATION STRUCTURE

11 Pay Scales and Salary Increases

- 11.1 The pay scales applying to employees covered by this Agreement are provided in Schedule 1.
- 11.2 The Agreement provides for minimum salary increases in accordance with the following, subject to Schedule 6;

1 July 2025	3%
1 July 2026	2.5%
1 July 2027	2.5%

11.3 The terms of the CPI (Consumer Price Index) Uplift Adjustment (CUA) and Wages applying to employees covered by this Agreement are set out in Schedule 6.

11.4 The terms of the General Duties payment are set out in Schedule 7.

12 Classification Structure

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

12.1 Constables

- (a) Constables commencing on pay point 1.1 will progress to pay point 1.2 subject to successful completion of the First Year Constable Program.
- (b) Between pay points 1.2 to 1.5 Constables progress subject to a minimum of 12 months service on each pay point, plus completion of satisfactory DAP and compulsory training requirements.
- (c) Pay point 1.6 is retained as a pay point for disciplinary sanctions and subclause 91.4 (accelerated progression) of this Agreement.

12.2 Progression to Senior Constable

- (a) Constables who have completed 12 months service on pay point 1.5 (or 1.6 under accelerated progression arrangements), plus all compulsory training requirements and obtained satisfactory performance reports, will be able to progress to Senior Constable pay point 2.1.

Constables on pay point 1.6 who are deemed eligible to progress to Senior Constable in accordance with the imposed sanction when demoted, will progress to the appropriate Senior Constable pay point as the case may be. Other Constables on pay point 1.6 who progressed previously as normal to that pay point, can progress to Senior Constable 2.2 subject to completion of satisfactory DAP and compulsory training requirements.

During the life of this Agreement, completion of the Constable Capability Program will be introduced, becoming compulsory for progression from Constable to Senior Constable.

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

- i. The officer's performance was satisfactory during the last completed DAP period;
 - ii. The officer's performance has continued to be satisfactory to the current date; and
 - iii. The officer is capable of undertaking and is likely to satisfactorily perform all of the duties normally undertaken by a Senior Constable in the type of duty and in the location in which the officer currently works.
- (b) Once all of the above criteria have been met, vetting must occur.
 - (c) Subject to satisfactory vetting, the effective date of progression will be the date on which the officer has met all eligibility criteria. That is, administrative delays in vetting will not affect a police officer's progression date.
 - (d) At the time of progression a police officer must also:

- i. have a current driver's licence; and
 - ii. satisfactorily complete the prescribed Operational Skills and Tactics (OST) training, (unless otherwise exempted by the relevant Assistant Commissioner); and
 - iii. be qualified to undertake any specialist duties that form a substantial part of their normal work.
- (e) i. Notwithstanding the above, the following designated Senior Constable positions will be retained, specifically at Senior Constable level:
- Officer in Charge (one officer station)
 - Senior Constables at two officer stations
 - Prosecutors (regional and Police Prosecutions Corps)
 - District Education and Training Officers
 - Designated Officers in Charge of units other than police stations (CPIU; CIB; 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 (excluding those Beats where OIC Allowance applies)
 - District Crime Prevention Coordinators
- ii. The following designated Senior Constable positions must be filled on a merit basis:
- Officer in Charge (one officer station)
 - Senior Constables at two officer stations Designated Officers in Charge of units other than police stations (CPIU; CIB; shopfront)
 - Neighbourhood/Community Police Beats – both residential and non-residential (excluding those Beats where OIC Allowance applies)
- iii. 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.
- iv. 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.

- v. Promotion on merit to such positions will be restricted to currently serving Senior Constables and to officers who have qualified for progression to the rank of Senior Constable in accordance with provisions (a), (b) and (c) above.
- vi. 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.
- vii. Separate provisions will apply to the progression and promotion of Scientific, Photographic and Fingerprint officers. However, where such police 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.
- viii. Higher duties allowance will be payable only in those cases of relieving in the above categories of position.

12.3 Senior Constables

Progression to each Senior Constable pay point prescribed in Schedule 1 will be as follows:

- (a) Progression beyond the first pay point for Senior Constables requires a minimum of 12 months service on each pay point, plus completion of satisfactory DAP and compulsory training requirements
- (b) A Senior Constable on pay point 2.10 will be deemed a Leading Senior Constable upon becoming LCP (or MDP equivalent) qualified for promotion to Sergeant rank.

12.4 Sergeants/Senior Sergeants

- (a) Police Officers attaining the rank of Sergeant/Senior Sergeant commence on the first pay point. Provided that Senior Constables at pay point 2.10 will commence at Sergeant pay point 3.2 when attaining the rank of Sergeant.
- (b) Progression beyond the first pay point of each rank requires a minimum of 12 months service on each pay point, plus completion of satisfactory DAP and compulsory training requirements.

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

The following arrangements are in addition to the requirements of subclause 12.4 above:

- (a) OICs at one officer stations, QPCYWAs or Residential Beats are not entitled to the provisions of this clause or Schedule 3 to this Agreement.
- (b) OICs at the rank of either Sergeant or Senior Sergeant listed in Schedule 3 are entitled to the OIC allowance referred to in the Schedule.
- (c) OICs of police stations and designated sections or establishments as prescribed in Schedule 3, who are temporarily absent, as defined, from the OIC role including paid leave will continue to be paid at the same level and the OIC allowance for the duration of the period.

(d) *Change in Status as Officer in Charge*

In the event that an police officer who is an OIC of a police station or designated section or establishment as prescribed, ceases to perform the role of OIC, the police officer will no longer be eligible to the OIC allowance referred to in Schedule 3.

(e) *Relieving as an Officer in Charge*

A non OIC who relieves in an OIC position or an OIC who relieves in a higher category OIC position, will be entitled to the relevant OIC Allowance as prescribed in Schedule 3 to this Agreement.

12.6 **Brevet Rank Positions**

- (a) For the purposes of this clause, the term “Brevet Rank” will mean a Sergeant or Senior Sergeant position designated by the Commissioner as a Brevet Rank position.
- (b) The salary payable to a police officer appointed to a Brevet Rank position will commence at the minimum pay point in accordance with Schedule 1 to this Agreement. Any applicable allowances payable will be based on the Brevet Rank salary. Normal pay point progression arrangements at the higher rank will apply.
- (c) In circumstances where a Sergeant or Senior Sergeant position is advertised for merit-based selection and appointment, and where no suitable applicants are determined on more than one occasion, the Commissioner may approve that position as a designated Brevet Rank position. A position may be designated a Brevet Rank position for no longer than the normal tenure period applicable to the position from the date of duty of the successful applicant for the position.
- (d) Merit based selection and appointment will be used to fill designated Brevet Rank positions.
- (e) In circumstances where no suitable applicants are determined to a designated Brevet Rank position, the position may be filled by lateral transfer in which case the position ceases to be designated a Brevet Rank Position.
- (f) A police officer may be appointed to a Brevet Rank position and be paid salary applicable to that Brevet Rank only while they are appointed to that designated Brevet Rank position.
- (g) A Sergeant position designated as Brevet Sergeant or Senior Sergeant position designated as Brevet Senior Sergeant will be filled using an open merit selection process restricted to applicants who are either Management Development Program (MDP) or Leadership Capability Program (LCP) qualified Senior Constables/Sergeants, or Senior Constables/Sergeants enrolled in LCP applicable to the Brevet Rank. Appointment of the successful applicant in these circumstances will be as follows:
 - i. If the successful applicant is MDP or LCP qualified for appointment to Sergeant or Senior Sergeant as the case may be, the police officer 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 or LCP relevant to the Brevet Rank but not yet qualified for appointment to that rank, the officer will be appointed as a Brevet Sergeant or Senior Sergeant.

- iii. If the successful applicant completes MDP or LCP and is qualified for appointment to the rank prior to completion of their tenure in the Brevet Rank position, the officer will be appointed as a substantive Sergeant or Senior Sergeant at their current pay point and the designated Brevet status of the position will be revoked. In this situation, tenure will not recommence.
- iv. If the successful applicant has not completed MDP or LCP at the completion of their tenure, the officer will not be eligible to be appointed as a substantive 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 will apply while the officer is so appointed.

12.7 Prosecutors

(a) *Definitions*

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

- i. "Experience as a prosecutor" - means experience performing the duties of a prosecutor following the successful completion of the Police Prosecutions Training Course or having received recognised prior competency by the Prosecutions Training Office. Includes all paid leave up to an annual cumulative period of 12 weeks and excludes all unpaid leave.
- ii. "Police Prosecutions Training Course" - means the course approved by the Service that is designed to develop skills for police officers to perform prosecution duties.

(b) *Vacancies and Progression*

- i. The provisions of this Agreement will continue to apply to the ranks of Constable and Senior Constable for:
 - I. filling vacancies in Prosecutions Sections; and
 - II. 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 PSAA as amended from time to time.
- iii. Service tenure requirements upon appointment or transfer to vacancies in Prosecution Sections will continue to apply. Police Officers may apply for positions that are to be filled by merit pursuant to section 5.2 (2) of the PSAA as amended from time to time.

(c) *Progression to the Rank of Sergeant*

- i. A Constable or a Senior Constable who successfully completes the Police Prosecutions Training Course and is appointed to a position within a Prosecutions Section will progress (subject to satisfactory DAPs) to the rank of

Sergeant after five (5) years continuous experience as a prosecutor with the Service.

- ii. A Constable will not progress to the rank of Sergeant unless all relevant DAP and training requirements have been completed.
- iii. The following applies to a police officer progressing to the rank of Sergeant:
 - I. normal pay point progression as provided in clause 12.4 of this Agreement will apply;
 - II. the police officer will not be subject to any additional tenure requirements other than those applying pursuant to clause 12.7(b)(iii); and
 - III. if the police officer wishes to leave the Prosecutions Section, then the employee may apply for:
 - positions that are to be filled by merit pursuant to section 5.2(2) of the PSAA as amended from time to time; or
 - a lateral transfer pursuant to Part Six of this Agreement provided the police officer has successfully completed appropriate operational re-orientation.

12.8 Commissioned Officers

- (a) Police Officers attaining each commissioned officer rank commence on the relevant first pay point.
- (b) Progression within each rank above the first pay point requires a minimum of 12 months service on each pay point, plus satisfactory DAP.
- (c) An Inspector who holds a Graduate Certificate qualification or higher and has a minimum of 12 months service on top Inspector pay point will be deemed a Chief Inspector with appropriate insignia and will progress to Chief Inspector pay point.

12.9 Progression on Demotion

This provision applies where a police officer has voluntarily taken a demotion and is subsequently promoted to a higher rank. In these circumstances the officer may apply to the Commissioner (or delegate) to be re-appointed to the pay point held at the higher rank immediately prior to the voluntary demotion. This provision only applies where such a promotion has occurred within 12 calendar months of the voluntary demotion being gazetted. Once re-appointed to the higher rank, the officer must serve 12 months on the relevant pay point before they can progress to the next pay point (subject to clause 12 requirements).

12.10 Pay point progression on Re-Appointment

Where an appointee, who has previously resigned as a sworn officer from the Service and is re-appointed to a position at any rank at a relevant pay point in recognition of their previous service, will be required to complete a further 12 months service prior to progression to the next pay point. Provided that the relevant progressional criteria prescribed in clause 12 herein for each relevant rank is met.

12.11 Recognition of Higher Duties on Promotion

A police officer promoted to a higher rank will commence on the rank at one pay point higher than they ordinarily would (including where the provision in subclause 12.4(a) applies) where the officer has performed higher duties at the new (or higher) rank for an aggregate period of 12 months or more in the immediately preceding 24 months, from effective date of promotion as listed in the QPS Gazette.

13 Vacancies to be Advertised

- 13.1 Subject to subclause 12.2(e) of this Agreement, where a position at or above the rank of Sergeant becomes vacant or is newly created, the Commissioner must, before making a permanent appointment, advertise the vacancy in the Queensland Police Gazette as soon as practicable.
- 13.2 The requirement to advertise under subclause 13.1 does not apply to vacancies or new positions filled in accordance with the lateral transfer terms in Part 6.

14 Salary Packaging

- 14.1 Salary packaging is available for employees (excluding short-term casual employees) covered by this Agreement in accordance with Queensland Government policy found in the Circular issued from time to time by the Office of Industrial Relations and the following principles:
 - (a) As part of the salary package arrangements, the cost for administering the package, including fringe benefits tax, is met by the employee;
 - (b) There will be no additional increase in superannuation costs or to fringe benefits payments made by the Service;
 - (c) Increases or variations in taxation are to be passed to employees as part of their salary package;
 - (d) Where mandated by relevant government policies, employees must obtain independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is **strongly recommended** all employees seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item(s) to an already agreed packaging arrangement;
 - (e) The Service will pass on to the employee any Input Tax Credits (ITCs) it receives as part of salary packaging;
 - (f) There will be no significant additional administrative workload or other ongoing costs to the Service;
 - (g) Any additional administrative and fringe benefits tax costs are to be met by the employee;
 - (h) Any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed on to the employee as part of the salary package.
- 14.2 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.
- 14.3 Subject to federal legislation, employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

PART THREE - HOURS OF WORK, ROSTERING, OVERTIME – POLICE OFFICERS

15 Ability to Disconnect – Police Officers

- 15.1 The Service acknowledges the importance of respecting police officer's periods of leave and rest days.
- 15.2 Police officers should not be contacted outside of the officer's rostered hours of work, except:
 - (a) For emergency situations;
 - (b) For genuine welfare matters;
 - (c) To provide information that does not require the officer to perform duty (e.g. information regarding a shift change or to canvas the officer's ability to work overtime or a Special duty);
 - (d) Where a non-commissioned officer is on-call, or subject to clause 16.2 for Commissioned Officers.
- 15.3 Subject to the above, police officers are not required to read or respond to emails or phone calls outside their ordinary rostered hours, unless the officer is on-call.

COMMISSIONED OFFICERS

16 Hours of Work

- 16.1 Hours of work for the purpose of this clause are the hours a commissioned officer is effectively available to perform the requirements of their role. It is acknowledged that a commissioned officer's salary (unless otherwise prescribed in this Agreement) is inclusive of ordinary hours, extended hours and on-call hours where justifiable. Hours of work are managed, monitored and arranged in accordance with clauses 15, 16.2, 16.3 and 16.4.
- 16.2 The parties recognise periods of leave will be respected (e.g. annual leave, long service leave, sick leave etc).

 In recognition of clause 16.1 above, the parties agree commissioned officers may be contacted outside of ordinary hours of work where required, however managers and supervisors will limit contact, as far as practicable.

 Managers and supervisors may still provide communication outside of ordinary hours which does not require the officer to consider or respond until they next perform work.
- 16.3 Subject to subclause 16.4 below, the Commissioner may roster commissioned officers as required for the purposes of a declared special event or major emergency, e.g. Olympic Games, other major prolonged sporting events, major weather events, etc. A declaration is only made by the Commissioner or appointed delegate, or in the case of critical incidents, the Commissioner of Queensland Fire Department or the applicable Minister.
- 16.4 Where justifiable, the Commissioner may require commissioned officers to perform extended hours of duty. No additional compensation is payable for extended hours of duty. Award provisions prescribed at clause 15.2(a), (d) and (f) of the Award do not apply to commissioned officers, however a commissioned officer's supervisor/manager may approve reasonable time off without debit to a leave account where they consider the commissioned officer has regularly worked in excess of their usual hours.

Note: Managed time is NOT to be interpreted as TOIL and is not to be requested or approved on an hour for hour basis.

17 Ten Hour Breaks

17.1 Ordinary rostered shifts

Unless justifiable or where subclause 17.2 below is applied, there must be a 10-hour break between ordinary rostered shifts.

A justifiable reason includes but not limited to any of the following:

- Where the duty to be undertaken cannot be planned for and is outside of the control of the Service;
- Where the work of the station, section or establishment cannot proceed without the police officer in question being on duty and there is no other alternative;
- Where it is imperative that the work being undertaken by the police officer in question is not delayed.

17.2 Where a police officer lives in close proximity to a designated remote locality station, it is possible for the 10-hour break requirement to be waived by mutual consent between the officer and an appropriate Supervisor/Manager, provided that the break observed in lieu thereof is not less than 8 hours.

17.3 No additional compensation is payable and fatigue leave will not be available where minimum break provisions cannot be met.

18 Programmed Days Off

18.1 A commissioned officer is entitled to one Programmed Day Off (PDO) within each 28-day roster period.

18.2 A manager should not refuse to allow a commissioned officer access to a PDO unless operational requirements dictate otherwise. In such cases the PDO not taken may be accrued, provided that the maximum amount of PDOs to be accrued at any point in time is limited to 7. commissioned officers who are rostered to work a 24-hour rotational roster will be able to accrue up to 12 PDOs.

18.3 Ideally, every effort must be made to take such accrued PDOs as soon as possible after accrual.

18.4 It is recognised that accrued PDOs may be utilised at a convenient time for professional development absences.

18.5 An accrued PDO will be taken within 12 calendar months of the date on which each PDO was accrued. Any accrued PDO not taken within 12 calendar months of date of accrual will be forfeited.

18.6 A PDO may be taken in conjunction with any leave or rest days.

18.7 There will be no cash equivalent paid in lieu of PDOs.

18.8 The rostering of PDOs on a public holiday is not advocated.

19 Shift Work

- 19.1 No additional compensation is payable for work undertaken by commissioned officers in excess of the 38-hour week, on weekends, public holidays, or shift work, unless subclause 19.2 applies.
- 19.2 A commissioned officer who is rostered to work ordinary hours between 6:00pm and 6:00am 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 6:00pm and 6:00am on any day.
- 19.3 Commissioned officers performing shift work will not be rostered to work more than 56 weekend shifts in a year. Should they be required to work, in emergent circumstances only, there is no additional compensation payable.
- 19.4 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.
- 19.5 Commissioned officers who are rostered on a 24-hour rotational roster will be compensated in accordance with clause 49.

20 On Call

- 20.1 As part of their role, a commissioned officer may be required to be on-call. There is no additional payment made when a commissioned officer is required to be on-call. Recall to duty and overtime provisions do not apply to commissioned officers.
- 20.2 Commissioned Officers who are required to be on-call must have access to at least one (1) full week (including the weekend) in every 28-day roster period where they are not required to be on-call unless justifiable. Where a commissioned officer is required to work extended hours during this period, no additional compensation is payable.
- 20.3 Commissioned officers cannot be placed on-call during any period of leave.
- 20.4 Where a Commissioned Officer is required to be on call for an extended period, consideration is to be given to the provisions of Clause 16.4.

21 Venue Commander

- 21.1 As part of the Ability to Disconnect Arrangements prescribed at clause 15, Venue Commander duties are, whenever possible, to be scheduled within ordinary hours. When required to perform venue commander duties outside of ordinary hours a commissioned officer will be entitled to a day off in lieu.
- 21.2 Similar to PDOs, any day off in lieu will be taken within the relevant 28-day roster period, unless operational requirements dictate otherwise. In such cases the day off in lieu may be accrued in accordance with subclause 18.2 to 18.7 of this Agreement and will be combined with PDOs towards the maximum accrued days specified at subclause 18.2.

NON-COMMISSIONED OFFICERS

22 Hours of Work

- 22.1 Subject to subclauses 22.2, 22.3 and 22.5 below, the ordinary hours of work as prescribed in the Award will be worked continuously and not exceed twelve (12) hours on any day.

- 22.2 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.
- 22.3 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 (or delegate) and the police officer 's representative or industrial organisation.
- 22.4 An entire ordinary shift is deemed to be worked on the day the shift commences. Overtime is payable based on when the overtime is actually performed.
- 22.5 Branch Managers and Assistant Branch Managers at QPCYWAs (excluding head office) may work a "split shift" arrangement where there is agreement in writing between the officer and the Service. A "split shift" is where an ordinary rostered shift is split into two separate periods of ordinary rostered hours. The officer will keep a record of when split shifts are worked.

23 Ten Hour Breaks

23.1 Ordinary rostered shifts

Unless justifiable or subclauses 23.2 or 23.5 below are applied, there must be a 10-hour break between ordinary rostered shifts.

A justifiable reason includes any of the following:

- (a) 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);
- (b) Where the work of the station, section or establishment cannot proceed without the police officer in question being on duty (e.g. a crew cannot operate without that police officer being available for duty) and there is no other alternative;
- (c) Where it is imperative that the work being undertaken by the police officer in question is not delayed (e.g. urgent investigative work).

- 23.2 Where a police officer lives in close proximity to a designated remote locality station, it is possible for the 10-hour break requirement to be waived by mutual consent between the police officer and an appropriate commissioned officer, provided that the break observed in lieu thereof is not less than 8 hours. In this case, all provisions contained in clause 23 are to be read by substituting the expression "10 hours" with the expression "8 hours".

23.3 Overtime worked directly following a shift

- (a) Unless justifiable (as defined) there must be a 10-hour break:
 - i. after the completion of overtime that is worked directly following the conclusion of a rostered shift; and
 - ii. before the commencement of the next rostered shift.
- (b) If an officer works overtime past the completion of a rostered shift which would result in the police officer not having access to a 10-hour break prior to the commencement of the next rostered shift, the following procedure is to be followed:

- i. 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 police officer will be granted a 10-hour break.
- ii. 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 police officer 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 police officer, after a 10-hour break, would commence an 8-hour shift.
- iii. If there is sufficient and warranted justification to warrant not granting the 10-hour break, then the police officer would resume duty at the commencement of the next rostered shift.

23.4 **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
- (c) however, this does not preclude the requirement to consider health and safety and fatigue management provisions as per clause 80 of this Agreement.

23.5 **Shift Swaps**

Where employees seek to swap shifts by mutual agreement, the 10-hour break must be maintained for each officer.

23.6 **Specials**

- (a) Non-wide-load escort specials which attract overtime payments will be treated as per subclause 23.3 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 police officer and supervisor must consider the health and safety and fatigue management provisions as per clause 80 of this Agreement in determining that the rest period between the special and the rostered shift is adequate.

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

In addition, there is to be a break observed by the police officer before such police officer leaves their home station or home for the purpose of escorting a wide load. In determining what is a suitable break, an Officer in Charge is to take into consideration the health and safety fatigue management provisions prescribed at clause 80 of this Agreement. Also, to be considered is the complete distance to be travelled by the police officer (i.e. the return distance from their home station or home) and also the estimated time taken to complete the entire exercise from a Health and Safety perspective, and the possible fatigue management impact on adjacent rostered shifts.

24 Programmed Days Off

- 24.1 (a) Where the arrangement of ordinary hours of work provides for a Programmed Day Off (PDO), and subject to subclause 24.3 below, all police officers will work to a roster which will provide for PDOs on a 28-day basis i.e. in usual circumstances non-commissioned officers will work a 19-day month.
- (b) A PDO may be taken on its own, or in conjunction with leave or rest days.
- (c) Where it appears that a non-commissioned officer will not be able to access a PDO due to operational reasons then every effort should be made to change the PDO to a mutually agreeable date elsewhere within the same roster. The officer must be advised of the alteration as soon as practicable.
- (d) Provided that where this is unable to be complied with and the non-commissioned officer is directed to work on a PDO with no corresponding roster alteration, overtime is payable for such work.

24.2 In relation to accrual of PDOs the following applies:

- (a) Non-commissioned officers at one and two officer stations and QPCYWAs can accrue PDOs up to a maximum of 5 in accordance with clauses 82 and 83 of this Agreement.
- (b) Non-commissioned officers at the following stations will be able to accrue up to 12 PDOs in accordance with arrangements outlined below:

Aurukun	Lockhart River
Bamaga	Longreach
Barcaldine	Mornington Island
Blackall	Mt Isa
Burketown	Muttaburra
Charleville	Normanton
Cherbourg	Palm Island
Cloncurry	Pormpuraaw
Coen	Quilpie
Cooktown	Thursday Island
Cunnamulla	Weipa
Doomadgee	Winton
Hope Vale	Woorabinda
Hughenden	Yarrabah
Kowanyama	

- (c) Non-commissioned officers at the ranks of Sergeant and Senior Sergeant who receive the OIC Allowance and occupy an OIC role are able to accrue up to 7 PDOs and 12 PDOs respectively in accordance with the following:
- i. The accrued PDOs will be taken within 12 calendar months of the date on which each PDO was accrued.
 - 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 beyond 12 calendar months for organisational reasons, then deferred PDOs are to be taken by the non-commissioned officer at a mutually agreed date within 24 months from the date of accrual of each deferred PDO.

- iv. If accumulated PDOs have not been deferred by the Service and the officer fails to access them within 12 calendar months after accrual, then those PDOs are lost.

- (d) Where agreement is reached between the parties, the list of stations contained at subclause 24.2(b) above may be amended to include other remote stations.
- (e) Non-commissioned officers who are required to be absent on duty from their usual station for protracted investigations or operations of a similar nature, other than performing relieving duties, and for a continuous period in excess of 28 days, will be able to accumulate any PDO accrued during this period of absence:

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

- (f) No other officers are entitled to accrue PDOs.

24.3 There will be no cash equivalent paid in lieu of PDOs.

24.4 Where a non-commissioned officer attends an approved course for more than 28 days, wherever possible such course is to include a PDO for each 28-day period.

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

24.5 Officers relieving as commissioned officers will be subject to the PDO provisions at clause 18 of this Agreement.

24.6 The rostering of non-commissioned officers on a PDO on a public holiday is not allowed.

24.7 The provisions of this clause may be varied by agreement between the QPUE and the Service for the purposes of special events, e.g. Commonwealth Games, Olympic Games, CHOGM, APEC, major prolonged sporting events, etc.

25 Rosters

25.1 When developing rosters, clause 80 Health and Safety and Fatigue Management must be considered.

25.2 Shifts are to commence on the hour except for agreed flexible working arrangements where clause 84.4 of this Agreement or clause 8.2(j) of the Award applies.

25.3 To promote and encourage innovation in rostering methods and systems that may improve productivity, efficiency and occupational health and safety aspects, the limitation of 28 days for rosters may be waived and other award/certified agreement conditions may be varied on agreement between the Union and the Service, provided the following minimum criteria are observed:

- (a) Four rest days per fortnight;
- (b) No more than 10 consecutive shifts;
- (c) The average hours worked over the cycle of the roster must be 38 hours per week;

(d) Ten-hour break requirements as per this Agreement.

25.4 Police Officers required to work more than 10 consecutive ordinary shifts for whatever reason will be paid at overtime rates for each additional shift worked.

25.5 At the request of the officer, the relevant OIC/Manager may agree that more than 10 consecutive ordinary shifts can be worked to accommodate personal circumstances. Where such agreement is reached, it will be recorded in writing and placed on the officer's personnel file. The officer and OIC/Manager will consider the occupational health and safety and fatigue management impacts of the request and subclause 25.4 above will not apply.

25.6 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 police officer provided that compliance with subclause 25.3 (a), (b), (c) and (d) is maintained.

25.7 **Rostering of OSA positions**

General Provisions

(a) Rostering of OSA positions must comply with the following:

- i. Clause 43 Operational Shift Allowance;
- ii. Each officer is to be rostered off at least one full weekend in each 28-day roster. One full weekend is a consecutive Saturday and Sunday ;
- iii. Each officer will not be rostered to work more than 56 weekend days, accounted as 448 weekend hours, in an equity year. Provided that officers in a work unit performing 9 or 10-hour shifts may agree in writing with the Commissioner to extend the maximum number of weekend hours (448 hours) worked as ordinary hours in an equity year up to a maximum of 56 weekend shifts in lieu of the 448 hours limit;
- iv. Each officer will not be rostered to work more than 7 public holidays in an equity year;
- v. Where a public holiday falls on a weekend and an OSA officer is rostered and works the shift on that day, the day will count as both a public holiday worked and a weekend shift for OSA purposes;
- vi. Unless justifiable (as defined), officers will not be rostered to work more than 4 weekends in a row across adjoining rosters. Any officer 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;
- vii. At the request of the officer, the relevant OIC/Manager may agree that more than 4 weekends in a row across adjoining rosters can be worked to accommodate personal circumstances. This agreement must be recorded in writing. The officer and OIC/Manager must consider the occupational health and safety and fatigue management impacts of the request and subclause (v.) above will not apply.

(b) There must be equity in rostering OSA positions, including all OSA positions in Districts where District Rostering is practiced.

Weekend Provisions

- (c) Weekend hours are those ordinary hours performed on Saturday and Sunday shifts. Clause 15.5 of the Award outlines provisions relating to weekend shifts. A Saturday shift is one which commences on a Saturday and a Sunday shift is one which commences on a Sunday.
- (d) Where it is absolutely necessary that an employee is rostered more than 448 weekend hours in a year, or in excess of the shift limitation agreed between the officer's work unit and the Commissioner (or delegate) pursuant to subclause 25.7(c) above, any weekend hours worked in excess of such hours will be paid as overtime.
- (e) Rostering arrangements will exclude the possibility of working in excess of three weekends in a 28-day roster. Where it is absolutely necessary that an officer work in excess of these rostered hours, this is to be paid as overtime.
- (f) Where an officer does not work a shift because of sick leave or carer's leave on a weekend shift, then this shift is not counted as a weekend shift worked for the purposes of the limits prescribed in provisions 25.7(c) and 25.7(d) 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 officers in these circumstances are still entitled to 1 weekend off in a 28-day roster.
 - iii. Police Officers on short term absences from weekend shifts are required to provide a medical certificate (or for carer's leave not medically related, other evidence as required by the delegate) to cover each absence in order to receive the OSA. Officers who are absent from, or complete less than 4 hours of the rostered weekend shift and do not produce a medical certificate or other sufficient evidence of illness to satisfy a reasonable person, to cover the absence, will have their salary reduced by 2/19^{ths} of their fortnightly OSA payment for each absence.

Provided that any such absences for which a medical certificate is not produced will count towards the six working days allowed in any one year as prescribed at clause 21.1(b)(iii) 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.
- (g) 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 subclause 25.7(h) will not apply.
 - i. In such cases, police officers will not have to 'catch up' weekends to the 56-day maximum or to the same number as those other officers on the same roster, Equity in rostering must apply. However, these officers 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 officers have used up their 56 weekend days.
 - ii. Police officers 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 subclause 25.7(h) will apply to officers who, during the year, are promoted or transferred from a non-OSA position to an OSA position.

(h) Pro-rata arrangements will apply:

- i. where a police officer is absent for a part of the year and during this absence is not receiving OSA (e.g. on long service leave or in a non-OSA position); or
- ii. when working a flexible hours (part-time) agreement equitably, on a pro-rata basis (e.g. 0.7 FTE officer working approximately 70% shift equity of a full-time officer on the same roster.)

Public Holiday provisions

- (i) A public holiday shift is one which commences on a public holiday.

Police officers in receipt of the OSA will not be rostered to work more than 7 public holidays in an equity year.

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

- (j) Where the police officer is not required to work on a public holiday shift, the provisions at subclause 59.1 may apply.
- (k) The rostering of non-commissioned officers on a PDO on a public holiday is not allowed.
- (l) In lieu of clause 20.1(h) of the Award, effective from the date of certification of this Agreement, annual leave will be exclusive of all public holidays. Therefore, any public holiday which occurs during any period of annual leave will not be debited from a police officer's annual leave accruals.
- (m) Only public holidays worked by a police officer are counted towards OSA maximums. Therefore, a public holiday occurring during any leave (including sick leave where a medical certificate is provided) will not count as a public holiday worked in an equity year in accordance with subclause 25.7(a)(iv).

District Rostering

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

- 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 officer would normally travel to and from their residence and usual station;

will be entitled to travel time in accordance with clause 86 of this Agreement and clause 13.4 of the Award.

- iii. a police officer referred to in subclause 25.7(n)(ii) above will not be required to work at a location that requires travel in excess of 40 kilometres from their current residence for more than one roster period every 6 months unless mutually agreed between the officer and the delegate.
- iv. the parties agree that the rostering of a police officer to a location other than their appointed division will not occur or be used as a disciplinary sanction. However, the Service may roster a police officer to a location other than their appointed division as a risk mitigation strategy with regard to the Commissioner's responsibilities pursuant to section 4.8 of the *PSAA*.
- v. The parties acknowledge that District rostering may not be suitable in Districts that cover larger geographical areas.

25.8 Roster changes

- (a) Where there is a change to a police officer's rostered hours, it is the responsibility OIC/Supervisor for ensuring the affected officer is notified, especially where the officer 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.

26 Overtime

- 26.1 In recognition of police officers 'Duty to Act' in accordance with the 'Office of Constable' requiring a police officer to intervene at any time if they witness a crime or a situation involving imminent harm and subsequent disciplinary framework pursuant to the *PSAA* that enforces this 'Duty to Act'; all non-commissioned officers whom are operationally available and OST qualified will be paid overtime at the rate of double time.
- 26.2 Those officers not eligible under subclause 26.1 will be paid overtime at the rate of time and a half for the first three hours and double time thereafter (except Sunday which is all double time).
- 26.3 Notwithstanding subclauses 26.1 and 26.2, the following officers will be paid overtime at the rate of double time:
 - (a) all non-commissioned officers regarded as shift workers;
 - (b) all non-commissioned officers in receipt of either Detective / Plain Clothes allowance;

- (c) all non-commissioned officers stationed at One or Two Officer Stations will be paid for all authorised overtime performed outside of their division or in accordance with clause 82.2(e);
 - (d) all non-commissioned officers performing “Special Duties” on overtime;
 - (e) all non-commissioned officers performing duties in a General Duties role (including an OIC);
 - (f) all non-commissioned officers at Residential Beats;
 - (g) all non-commissioned officers at Water Police establishments.
- 26.4 The minimum payment of 3 hours at overtime rates as prescribed at clause 18.7(b) of the Award includes the following scenarios:
- (a) Where a period of overtime of less than 3 hours is worked by a non-commissioned officer immediately prior to the commencement of an ordinary shift; and
 - (b) Where a non-commissioned officer has returned home from an initial recall and is recalled a second time within 3 hours of commencement of the initial recall.
- 26.5 A non-commissioned officer who is not on call and is contacted outside of their ordinary hours and is subsequently required to perform duty at home is to be paid subject to the conditions in accordance with clause 18.5(i) of the Award.

PART FOUR - ALLOWANCES

27 Area Allowance

- 27.1 An annual area allowance paid fortnightly is payable to police officers at the following centres: Aurukun, Bamaga, Kowanyama, Lockhart River, Pormpuraaw, Yarrabah, Doomadgee, Mornington Island, Palm Island, Woorabinda, Cherbourg, Wujal Wujal, and Hope Vale.
- 27.2 The allowance will be paid to an officer 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.
- 27.3 The allowance will be paid to an employee who relieves at one of the centres mentioned above for more than 6 weeks. In such cases the area allowance will be payable from the beginning of the 7th week of the relieving period.
- 27.4 The allowance is payable on all forms of leave whilst a police officer stays at the centre during the leave. The allowance will only be payable on leave when a police officer does not remain at the centre in the following circumstances:
- (a) Annual leave and PDOs taken while the officer remains appointed to a position at one of the above centres.
 - (b) Sick leave, bereavement leave, emergent leave and reproductive health leave while a police officer is appointed to a position at one of the above centres. Provided that when an officer is accommodated outside the centre on sick leave the area allowance will be paid for a maximum of one month, for each year of service or part thereof at any of the above centres.

- (c) Isolation leave in accordance with the HR Policy Guideline taken by the employee while the officer remains appointed to a position at one of the above centres.
 - (d) Paid parental leave while an employee is appointed to a position at one of the above centres. Provided that the area allowance will be paid for a maximum of 14 weeks on paid parental leave and on paid spousal leave.
- 27.5 The rate of the allowance will increase annually on the same date as and commensurate with the percentage increase to salaries. The allowance and effective dates are outlined below:

	<i>1 July 2025</i>	<i>1 July 2026</i>	<i>1 July 2027</i>
<i>Per Fortnight</i>	\$517.50	\$530.40	\$543.70
<i>Per Annum</i>	\$13,501	\$13,838	\$14,185

28 Covert Police Operatives (CPO) /Controllers Allowance

- 28.1 Covert Police Operatives (CPO) and Controllers will be paid an all-inclusive allowance that equates to 45% of their base fortnightly salary during such officers' appointment to the role. This is in lieu of any and all other allowances including: OSA, NOSA, LNOSA and other payments for shifts, weekend and public holiday work, overtime, recalls, leave loading, Detective / plain clothes and clothing allowances, and on call.
- 28.2 For CPOs the allowance will be paid on all annual leave accrued and taken by the officer during their appointment 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 appointment period will be taken during such period.
- 28.3 In cases where the leave as mentioned in subclause 28.2 cannot be taken during the officer's appointment period, a CPO is to take all remaining annual leave accrued during the appointment period as soon as practicable after such period concludes. In these cases, this allowance will be paid during such annual leave.
- 28.4 For CPOs, this allowance will be payable on paid sick leave (maximum of 3 months, cumulative) taken during the appointment period. The allowance is not paid for any sick leave that extends beyond the tenure period.
- 28.5 The allowance is not to be paid on long service leave.
- 28.6 For Controllers, this allowance will be payable on all forms of paid leave, excluding long service leave, while a police officer is in an appointed position, subject to clause 62.

29 Detective / Plain Clothes Allowance

- 29.1 In lieu of the allowances prescribed at clauses 13.11 and 13.3 of the Award, the following police officers who perform criminal investigational duties where the officer concerned is involved in or conducts investigations which normally bring such officer into contact with members of the general community in the course of such investigations or perform duty as a Facilitator, Detective and Specialist Investigative Training Unit will be entitled to a fortnightly allowance prescribed at subclause 29.2:
- (a) operational detectives; and
 - (b) appointed operational plain clothes non-commissioned officers and constables; and

- (c) other police officers performing duty in plain clothes in a temporary or relieving capacity for a period of 28 days or more.

29.2 The allowance for those officers subject to subclause 29.1(a) is to be set at the rate of 4.5% of the fortnightly salary prescribed for a Sergeant pay point 1, and the allowance for those officers subject to subclause 29.1(b) and (c) is to be set at the rate of 4% of the fortnightly salary prescribed for a Sergeant pay point 1.

29.3 The allowances and operative dates are outlined below:

	1 July 2025	1 July 2026	1 July 2027
DET Per Fortnight	\$197.80	\$202.80	\$207.80
DET Per Annum	\$5160	\$5291	\$5421
PC Per Fortnight	\$175.80	\$180.20	\$184.70
PC Per Annum	\$4586	\$4701	\$4819

(Annual amounts are for information purposes only)

29.4 The amounts payable as outlined at subclause 29.3 above are calculated on the relevant pay rates as prescribed by this Agreement.

29.5 The allowance as prescribed in this clause will be payable on all forms of paid leave to officers appointed to Detective, Plain Clothes, and Facilitator (Detective and Specialist Investigative Training Unit) positions.

29.6 Police officers in receipt of the allowance in a relieving or temporary capacity, for 28 days or more in accordance with subclause 29.1(c) will receive the prescribed allowance only whilst performing such duties.

29.7 There is no entitlement to the allowance prescribed in subclause 29.2 on cessation of the duties described.

30 Dignitary and Witness Protection Allowance

30.1 As from date of certification, in lieu of the allowances prescribed at clauses 13.3 and 13.11 of the Award, officers performing Dignitary Protection and Witness Protection duties will be paid an allowance at the rate of 4.5% of the fortnightly salary prescribed for a Sergeant pay point 1. For purposes of clarity, officers in receipt of this allowance are not entitled to the Detective/Plain Clothes Allowance prescribed at clause 29 of this Agreement.

	1 July 2025	1 July 2026	1 July 2027
Per Fortnight	\$197.80	\$202.80	\$207.80

30.2 Officers performing Dignitary Protection or Witness Protection duties on a part-time basis will be entitled to the above allowance on a pro-rata basis.

31 Disaster or Significant Events (DSE) Allowance

31.1 Commissioned Officers on interstate and intrastate deployments who perform duties associated with disasters or significant events which require a coordinated police response will

be paid a daily allowance. The rate of this allowance will be adjusted annually in line with salary increases for the life of this Agreement.

31.2 This allowance is not payable on a rest day, PDO or any paid leave.

	1 July 2025	1 July 2026	1 July 2027
<i>Daily Allowance</i>	\$154.50	\$158.40	\$162.40

32 Diving Allowance

The following applies in lieu of clause 13.5 of the Award:

32.1 A police officer who is detailed to perform full-time duty as an operational member of the Dive Squad will be paid an allowance at the rate of 12.9% of Senior Constable pay point 2.5 whilst so attached, as prescribed as follows:

	1 July 2025	1 July 2026	1 July 2027
<i>Per Fortnight</i>	\$507.50	\$520.20	\$533.20

32.2 A police officer who is temporarily attached or relieving as an operational member of the Dive Squad will be paid the relevant allowance prescribed in subclause 32.1 above for any participation in authorised Dive Squad activities within that fortnight.

32.3 The allowance as prescribed in this clause will be payable on all leave, except for long service leave.

33 Dog Handler's Allowance

33.1 The Dog Handlers allowance prescribed at clause 13.7 of the Award will be payable at the rate of 12% of the ordinary fortnightly rate of a Senior Constable 2.5 as prescribed as follows:

	1 July 2025	1 July 2026	1 July 2027
<i>Per Fortnight</i>	\$472.10	\$483.90	\$496.00

33.2 The allowance will continue to be paid whilst an operational police dog is in the dog handler's care regardless of location.

34 Explosive Ordnance Response Team (EORT) Allowance

Non-commissioned officers who are engaged as an EORT operational member will be paid a fortnightly allowance at the rate of 12.9% of the fortnightly Senior Constable pay point 5 salary as follows:

	1 July 2025	1 July 2026	1 July 2027
<i>Per Fortnight</i>	\$507.50	\$520.20	\$533.20

35 Field Training Officer Allowance

35.1 A Field Training Officer (FTO) allowance will be paid at the rate of 15% of the officer's base rate per shift in accordance with the following provisions:

35.2 The FTO must:

- (a) be accredited as a FTO by the First Year Constable (FYC) Program;
- (b) supervise the FYC within the designated mentor period of the FYC Program; and
- (c) be rostered or directed to be the supervising FTO of a FYC on a shift during the designated mentor period.

35.3 Forensic Services Training Officers (FSTO) are entitled to this allowance and to qualify for payment of the FTO allowance, a FSTO must:

- (a) be accredited or deemed suitable as a FSTO by the Scenes of Crime (SOC) Development Program;
- (b) hold a Diploma of Forensic Investigation; and
- (c) be responsible for development and mentoring of SOC Trainees during the designated mentor period within the first 12 months of participation by the SOC Trainee in the SOC Development Program.

35.4 Beyond the designated mentor period of an FYC or SOC Trainee, a supervising Field Training Officer and Forensic Services Training Officer are not entitled to this allowance.

35.5 The FTO Allowance is not payable on any form of leave.

36 Late Night Operational Shift Allowance (LNOSA)

A LNOSA of 25% of the employee's base rate per shift in addition to the OSA, will be paid to non-commissioned officers on OSA where four ordinary hours are worked between 2am and 6am. Provided that payment of this allowance is in lieu of payment of NOSA prescribed at clause 39.

37 Locality Allowance – Police Officers

37.1 Locality Allowance is paid in accordance with the General Conditions found in the ministerial directive relating to Locality Allowance pursuant to the *Public Sector Act 2022*, as amended or replaced from time to time.

37.2 The list of centres attracting locality allowance and the applicable rates are located on the QPS Intranet.

38 Motor Vehicle Allowance – Chief Superintendents

Chief Superintendents can elect to be paid a motor vehicle allowance at the rate applicable to SES 3 Low prescribed effective from 1 July 2025 in the Public Sector Commission Directive 09/23 under the *Public Sector Act 2022*, in lieu of the provision of a vehicle for home garaging purposes. Those Chief Superintendents paid the Motor Vehicle Allowance in accordance with this clause are not eligible for the cost of conveyance allowance prescribed at clause 13.4 of the Award when using their own vehicle for official purposes.

39 Night Operational Shift Allowance (NOSA)

A NOSA of 20% of the officer's base rate per shift in addition to the OSA, will be paid to non-commissioned officers on OSA for the duration of each shift worked commencing on or between 6pm and 2am. For ordinary shifts greater than 8 hours where 8 ordinary hours are worked after 6pm, NOSA will be paid for the hours worked after 6pm. NOSA is payable for ordinary shifts worked Monday to

Sunday, including public holidays. There will not be regular rostering of shifts commencing at 3am or 4am. NOSA is not payable when LNOSA applies.

40 Officer in Charge (OIC) Allowance

40.1 The following OIC Category allowances as prescribed and referred to in subclause 12.5 and Schedule 3 of this Agreement will be payable:

OIC Category	Allowance Payable 1 July 2025		Allowance Payable 1 July 2026		Allowance Payable 1 July 2027	
	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight
Category A	\$4941	\$189.40	\$5064	\$194.10	\$5192	\$199.00
Category B	\$9885	\$378.90	\$10,133	\$388.40	\$10,386	\$398.10
Category C	\$14,832	\$568.50	\$15,202	\$582.70	\$15,583	\$597.30
Category D	\$19,770	\$757.80	\$20,264	\$776.70	\$20,770	\$796.10

40.2 The OIC allowance is payable for all purposes including leave and superannuation and will increase annually on the same date and percentage as the Salary Increase at subclause 11.2.

40.3 Annual amounts listed above are for information purposes only.

41 On-Call Allowance – Non-Commissioned Officers

The on-call allowance for non-commissioned officers are as follows:

	1 July 2025 (per hour)	1 July 2026 (per hour)	1 July 2027 (per hour)
<i>Other than a rest day or PDO</i>	\$3.6238	\$3.7144	\$3.8073
<i>On a rest day or PDO</i>	\$6.2122	\$6.3676	\$6.5267

All other provisions relating to on call allowances for police officers are found at clause 18.5 of the Award.

42 One and Two Officer Station Allowance

42.1 Police Officers attached permanently to a one or two officer station are to be paid an allowance of 36.5% of the officer's fortnightly pay point.

42.2 Subject to clause 62 of this Agreement, this allowance will be payable on all forms of paid leave and will be in lieu of payments for:

- (a) Overtime
- (b) On-Call and Recall
- (c) Shift Work (excluding NOSA and LNOSA)
- (d) Weekend duty
- (e) Work on public holidays

(f) Leave loading

42.3 Other conditions relating to officers attached permanently to a one or two officer station are found at clause 81 of this Agreement.

42.4 As from date of certification of this Agreement, the provisions of clauses 36 (LNOSA) and 39 (NOSA) apply to officers in receipt of the One or Two Officer Station Allowance.

43 Operational Shift Allowance (OSA)

43.1 An OSA of 21% of an police officer's base salary will be paid to those in operational shift positions who equitably participate in operational shift rosters, and during periods of temporary absence from an operational shift roster, as provided for by this clause.

Pro-rata application of the OSA conditions (including for part-time officers) is prescribed at subclause 25.7(h) of this Agreement.

Provided 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.

43.2 The OSA is in lieu of shift and weekend penalty rates, public holiday rates, and annual leave loading.

43.3 For eligible non-commissioned officers to qualify for the payment of OSA, non-commissioned officers are required to work up to 56 weekend shifts and up to 7 public holiday shifts in an equity year.

43.4 Subject to clause 62 of this Agreement, officers 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.

43.5 Where justified to the Commissioner, OICs will be able to access the allowance.

43.6 One of the determining factors in assessing whether a two-shift roster qualifies as an operational shift roster is if the second shift of the day would attract the 15%, 20% or 25% shift penalty as provided for in clause 53 of this Agreement.

43.7 OSA will be paid immediately upon commencement of permanent duty in an OSA position.

43.8 An officer not in receipt of OSA who has temporarily joined an OSA roster for a period of more than 28 days is eligible for OSA payment from the commencement on the roster. Payment of OSA will cease immediately when the officer leaves the operational roster.

43.9 An officer not in receipt of OSA who has temporarily joined an OSA roster for 28 days or less is eligible for the payment of the shift penalty payments as prescribed in clause 53 of this Agreement, and other penalties as prescribed in the Award:

Provided that if that officer has an extension of time on the roster so they will be working the roster for longer than 28 days in total then they will become eligible for OSA payment from the date the extension is known without retrospectivity. Payment of the OSA will cease immediately when the officer leaves the operational roster.

43.10 A police officer who has permanently left an OSA roster ceases to receive the OSA from the day they left the roster:

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

- 43.11 A police officer 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 officer returns to performing duty in an OSA position.

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

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

- 43.12 Under no circumstances will shift and weekend penalty rates, public holiday penalty payments, leave loading payments, one and two officer station allowance, PCYC Zonal Coordinator / Project Booyah allowance, QPCYWA allowance, beats allowance, CPOs allowance, TSIPLO Supervisor Allowance or RSCS allowance be paid in addition to the OSA.

- 43.13 Every attempt should be made to ensure officers permanently enter or exit OSA rosters at the beginning or end of the rosters for administrative ease.

- 43.14 Where non-commissioned officers on OSA work a minimum of 46 weekend shifts (or 368 ordinary hours for those officers performing 9 or 10-hour shifts) and a minimum of 7 public holiday shifts in an Equity year, they will be credited with a one-off special leave credit of 38 hours on the first day of the next Equity year. This special leave credit must be utilised by 30 September of the year following the granting of the leave credit, otherwise it may be forfeited.

There is no pro-rata calculation of the minimum weekend and public holiday shifts under any circumstances. The full number of shifts prescribed to be worked in the Equity year must be worked whilst in receipt of OSA. If a part-time or flexible hours OSA officer meets the required minimum number of weekend and public holiday shifts, they will be credited with the full 38 hours special leave credit.

44 Overtime Meal Allowance

- 44.1 Overtime meal allowances for non-commissioned officers are prescribed at clauses 13.12 of the Award.
- 44.2 A police officer who performs sufficient overtime to attract payment of overtime meal allowances whilst also entitled to Travelling Entitlements prescribed at clause 76 and 77 of this Agreement, will not be entitled to claim two separate allowances for the same meal. In this instance the officer will be entitled to claim the higher of the two applicable allowances.
- 44.3 The overtime meal allowance will not be payable in those circumstances where an adequate meal is provided at the employer's expense.

45 PCYC Zonal Coordinator / Project Booyah Allowance

- 45.1 PCYC Zonal Coordinators and the non-commissioned officers allocated to Project Booyah will be paid a fortnightly allowance of 18% of the officer's base rate of pay.

- 45.2 This allowance compensates the officer for all work performed on shift work; overtime (including recalls); and on call. Officers remain entitled to ordinary time public holiday penalties and ordinary time weekend penalties.
- 45.3 Subject to clause 62 of this Agreement, the PCYC Zonal Coordinator / Project Booyah Allowance will be paid to officers on any form of paid leave whilst performing in these positions.
- 45.4 Subject to subclause 45.3 above, the allowance is not payable when a police officer ceases to undertake the duties of the role including for temporary absences to undertake relieving in other positions.

46 Professional Development Allowance – Commissioned Officers

- 46.1 Substantive commissioned officers will be paid a Professional Development Allowance equivalent to 5% of the annual rate of Superintendent pay point 1. The effective date for calculation is 1 July of each year with payment of the allowance to be made in the first pay occurring during August of each year of this Agreement.
- 46.2 Pro-rata Arrangements - The initial payment of this allowance for newly appointed commissioned officers will be calculated on a pro-rata basis from the time of appointment to the next 1 July. Pro-rata payments will be made as soon as possible following appointment.
- 46.3 This payment is paid as a self-education allowance to support and encourage commissioned officers to undertake appropriate professional development activities.

47 Prosecutor's Allowance

- 47.1 Non-commissioned officers who perform duty as a prosecutor following successful completion of the Police Prosecutions Training Course will be paid a fortnightly allowance at the rate of 2.5% of the fortnightly salary prescribed for a Sergeant pay point 1.
- 47.2 Officers appointed to and undertaking the duties of a brief manager will also be paid this allowance.
- 47.3 There is no entitlement to the allowance on cessation of duties as a prosecutor or a brief manager.
- 47.4 Subject to clause 62 of this Agreement, the allowance is payable on all paid leave, except long service leave. The allowances and operative dates are outlined below:

	<i>1 July 2025</i>	<i>1 July 2026</i>	<i>1 July 2027</i>
<i>Per Fortnight</i>	\$109.90	\$112.70	\$115.50

48 QPCYWA Allowance

- 48.1 Police officers attached permanently to a QPCYWA (excluding head office) are to be paid an allowance of 35% of the officer's fortnightly pay point.
- 48.2 Subject to clause 62 of this Agreement, this allowance will be payable on all forms of paid leave and will be in lieu of payments for:
- (a) Overtime
 - (b) On Call and Recall
 - (c) Shift Work
 - (d) Weekend duty
 - (e) Work on public holidays

(f) Leave loading

48.3 Other conditions relating to employees attached permanently to a QPCYWA are found at clause 83 of this Agreement.

49 Regional Duty Officers (RDO) Allowance

49.1 Inspectors who perform duty as a Regional Duty Officer (RDO) and who work rotating shift work, on an equitable 28-day roster, will be paid a fortnightly allowance at the rate of 12.5% of their base fortnightly salary.

49.2 Such allowance is:

(a) payable on all forms of paid leave, (including workers compensation), as approved by the Service, except for long service leave; and

(b) paid in lieu of all shift penalty rates and annual leave loading.

49.3 Upon commencement of permanent duty in an RDO position the RDO allowance will immediately be paid to a police officer.

49.4 A police officer who is temporarily appointed to an RDO position for a period of more than 28 days is eligible for the payment of the RDO allowance from the commencement of the period. Payment of the RDO allowance will cease immediately when the officer leaves the RDO position.

49.5 An appointed RDO who leaves the RDO position on a temporary basis will maintain the payment of the RDO allowance for up to a period of 28 calendar days. After 28 calendar days the RDO allowance will cease and will not recommence until the officer returns to performing duty in an RDO position.

49.6 Under no circumstances will shift penalty rates and leave loading payments be paid in addition to the RDO allowance.

49.7 As from date of certification of this Agreement, Regional Duty Officers will be prescribed one weekend off every 28 days and a maximum of 7 rostered public holiday shifts in any equity year.

50 Rural Locality Incentive Payment (RLIP)

RLIP entitlements and arrangements are prescribed at Schedule 5 of this Agreement.

51 Rural and Stock Crime Squad (RSCS) Allowance

51.1 Operational Detectives and plain-clothes non-commissioned officers appointed within a Rural and Stock Crime Squad (RSCS) 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, LNOSA and/or other payments for shifts, weekend and public holiday work, overtime, recalls, leave loading, Detective / plain clothes and clothing allowances, and on call.

51.2 A police officer not already in receipt of this allowance, who is approved to temporarily relieve in a RSCS position for a period of more than 28 days is eligible for the payment of this allowance from the commencement of the period. Payment of the RSCS allowance will cease immediately when the employee leaves the RSCS position.

- 51.3 A police officer who temporarily relieves in a RSCS position for a period of 28 days or less does not qualify for payment of this allowance.

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

- 51.4 An employee receiving the RSCS Allowance who leaves a RSCS position on a temporary basis will maintain the payment of the RSCS Allowance for up to a period of 28 calendar days. During the 28-day period, none of the entitlements outlined in subclause 51.1 would be paid to the officer unless, and only for all or part of authorised overtime performed on any given day during the period, there are exceptional circumstances justifying payment for such overtime based on a case-by-case basis (e.g. major events).
- 51.5 After 28 calendar days the payment of RSCS Allowance will immediately cease and will not recommence until the officer returns to the RSCS S position.
- 51.6 When the RSCS Allowance ceases, the officer will be eligible for the allowances, penalty rates, and/or leave loading as applicable in the temporary position.
- 51.7 Under no circumstances will shift and weekend penalty rates, public holiday penalty payments, leave loading payments, one and two officer station allowance, PCYC Zonal Coordinator / Project Booyah allowance, QPCYWA allowance, beats allowance, CPOs allowance, OSA or NOSA be paid in addition to the RSCS Allowance.
- 51.8 RSCS Allowance is payable on all forms of paid leave except long service leave.

52 SERT Allowance

- 52.1 Provisions relating to allowances for operational members of the Special Emergency Response Team (SERT) are found at clause 13.15 of the Award. The rates are as follows:

	<i>1 July 2025</i>	<i>1 July 2026</i>	<i>1 July 2027</i>
<i>Per Fortnight</i>	\$507.50	\$520.20	\$533.20

- 52.2 A police officer who is temporarily relieving as an operational member of the SERT will be entitled to a pro-rata payment of the fortnightly allowance for any participation in authorised SERT activities within that fortnight.
- 52.3 Subject to clause 62 of this Agreement the allowance as prescribed in this clause will be payable on all forms of paid leave, except for long service leave.
- 52.4 For the purposes of clarification, negotiators attending training sessions are not entitled to the allowance as prescribed herein.

53 Shift Penalties

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

- 53.1 A police officer who works a shift, 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 6.00pm and 1.00am.

- 53.2 For ordinary shifts which commence from 2.00am and before 6.00am, officer will be paid in addition to their ordinary salary a loading of 15% per hour, for each hour or part thereof worked prior to 6.00am.
- 53.3 A police officer who works a shift, for which overtime is not payable, will be paid in addition to their ordinary salary a shift penalty of 20% if a continuous period of four (4) hours is worked between 10.00pm and 2.00am.
- 53.4 A police officer who works a shift, for which overtime is not payable, will be paid in addition to their ordinary salary a shift penalty of 25% if a continuous period of four (4) hours is worked between 2.00am and 6.00am.
- 53.5 Provided that the payments as provided in subclauses 53.1, 53.2, 53.3 and 53.4 above, must not be paid concurrently nor will they apply where an officer is being paid weekend penalties or public holiday penalties as prescribed at clauses 15.5 and 24.1 of the Award.
- 53.6 Any shift or hours that are rostered but not ‘worked’ by a police officer will not attract the relevant shift penalty payment.

54 Surveillance Operations Unit Meal Allowance

- 54.1 Non-commissioned officers working in the Surveillance Operations Unit, when not entitled to Domestic Travelling and Relieving Expenses, will be entitled to a meal allowance equivalent to the “Capital Cities Lunch Allowance” prescribed in the directive, when the officer is required to travel to undertake work during ordinary hours and the officer:
- (a) had no prior knowledge on the previous day or shift for the requirement to undertake such work; and
 - (b) is required to be absent from the officer’s normal work location for a continuous period of 5 hours or more; and
 - (c) no reasonable meal facilities are available for partaking of a meal.
- 54.2 This allowance is not payable for meals during overtime. In these instances, where eligible, the overtime meal allowance 13.12 the Award would be payable.

55 Tactical Flight Operations Allowance

- 55.1 Non-commissioned officers who are attached to PolAir undertaking flight operational duties in aircraft will be paid a fortnightly allowance at the rate of 2.5% of the fortnightly salary prescribed for a Sergeant pay point 1. The rates applicable over the period of this Agreement are as follows:

	1 July 2025	1 July 2026	1 July 2027
<i>Per Fortnight</i>	\$109.90	\$112.70	\$115.50

- 55.2 There is no entitlement to the allowance on cessation of flight operational duties.

56 Torres Strait Island Police Liaison Officer (TSIPLO) Supervisor Allowance

- 56.1 The Sergeant (Cross Cultural Liaison Officer) position at Thursday Island will be paid a fortnightly allowance of 20% of the officer’s base rate of pay.
- 56.2 Such allowance compensates the officer for all work performed in relation to the TSIPLO Supervisor position on weekends and public holidays; shift work; all out of hours work; leave loading; and for being on call.

56.3 Such allowance will be payable on all forms of paid leave, except for long service leave.

PART FIVE – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

57 Public Holidays

- 57.1 (a) The rostering of non-commissioned officers on a programmed day off on a public holiday is not allowed.
- (b) The rostering of non-commissioned officers on a rest day on a public holiday is allowed, provided that an additional day off is provided to the officer to be taken in the same manner as PDOs at subclause 24.2(c) of this Agreement. Any such accrued day off in lieu must be utilised on a rostered work day (excluding a public holiday).
- (c) For commissioned officers, the rostering of a programmed day off on a public holiday is not advocated.
- 57.2 For the purposes of subclause 57.1, a day where a part-time non-commissioned officer is not rostered on, is not considered a rest day, and subclause 57.1 does not change the rostering arrangements for part-time non-commissioned officers. That is, if a public holiday falls on a part-time non-commissioned officer's ordinary rostered hours, the OIC will make a decision whether the part-time non-commissioned officer attends work on that day and receive appropriate penalty rates or give the part-time non-commissioned officer a paid public holiday off. A part-time non-commissioned officer who works flexible days will be rostered on public holidays on a pro-rata basis.
- 57.3 An officer cannot be placed on call per clause 18.5 of the Award during their notional shift on a Public Holiday Off. If in exceptional circumstances a non-commissioned officer attached to the Water Police, Disaster Victim Identification Squad, Hazardous Environment Examination Team, and Forensic Coordinator positions is required to hold themselves ready for duty on a Public Holiday Off, the officer will be paid the on-call allowance prescribed at clause 18.5(c)(i) of the Award for all hours required to be on call. If subsequently called out during the officer's notional shift, the officer is entitled to normal public holiday ordinary time entitlements.
- 57.4 The Service is able to roster police officers on or off public holidays as appropriate. The decision as to who will or will not work will be made by the Commissioner (or delegate). Such decision will be based on need.
- 57.5 Where sick leave or carer's leave occurs during a public holiday on which a police officer has rostered ordinary hours, that leave will be debited for that day.
- 57.6 Other provisions relating to rostering on public holidays can be found at subclause 25(7)(i) to (m) (Rostering of OSA Positions).

58 Annual Leave – Police Officers

- 58.1 Annual leave will accrue at the rate of 0.62466 hours for each calendar day of service (i.e. 6 weeks per annum); and in the Northern and Western parts of the State at 0.68712 hours for each calendar day of service (i.e. 6 weeks 3 days per annum).
- 58.2 A police officer permanently in receipt of the OSA, RSCS Allowance or the One and Two Officer Station Allowance and QPCYWA Allowance immediately prior to commencing a period of annual leave will have such allowances paid during the entirety of that period of annual leave, in lieu of leave loading.

58.3 The following will apply in lieu of clause 20.1(c) of the Award:

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

58.4 In lieu of clause 20.1(h) of the Award, annual leave will be exclusive of all public holidays. Therefore, any public holiday which occurs during any period of annual leave will not be debited from a police officer's annual leave accruals.

59 Annual Leave Loading – Police Officers

59.1 Commissioned Officers

- (a) Leave loading of 17.5% on 4 weeks annual leave per year will be paid to all commissioned officers in the first pay of December each year for the previous calendar year.
- (b) In addition, shift working commissioned officers will be paid pro-rata shift work leave loading at the rate of 0.5749% of the officer's base rate for all time engaged in and/or occupying a continuous shift work position. The *pro-rata* shift work leave loading under this subclause will be paid fortnightly at the rate prescribed. Leave loading is not payable to those commissioned officers paid the Regional Duty Officers (RDO) Allowance as prescribed at clause 49 of this Agreement.

59.2 Non-Commissioned Officers

Non-commissioned officers not in receipt of OSA, CPO Allowance, RSCS Allowance, TSIPLD Supervisor Allowance, One and Two Officer Station or the QPCYWA Allowance are paid leave loading at 17.5% on 4 weeks annual leave per year.

60 Annual Leave Management – Police Officers

- 60.1 Police officers and the Service are jointly liable for the management of annual leave. The intention is for police officers to access their leave annually.
- 60.2 The Award allows police officers 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 2016*.
- 60.3
 - (a) 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, being 30 June.
 - (b) The specified targets of accrued annual leave are 342 hours for police officers in the Northern and Western parts of the State and 304 hours for police officers in the remainder of the State.
 - (c) See clause 20.1 of the Award for a description of the Northern and Western parts of the State. If officers do not voluntarily access appropriate leave, then they may be directed to take leave, provided that such direction is fair and reasonable.
- 60.4 It is not considered fair and reasonable to direct police officers to take annual leave in periods of less than one week generally, or two weeks for officers in the northern and western parts of the State who accrue extra leave.
- 60.5 In considering directions to take annual leave the Service should be flexible in relation to such matters as:

- leave associated with the birth/adoption etc. of child/children;
- a planned holiday, especially where a deposit is required;
- family occasions such as engagements, weddings etc;
- other special needs of the police officer.

60.5 Where an employee requests, annual leave may be accessed in periods of less than one or two weeks.

61 Sick Leave – Police Officers

61.1 The Service continues to endorse the operation and maintenance of the Sick Leave Bank, as outlined at Schedule 4 of this Agreement.

61.2 Sick leave will accrue at the rate of 0.31233 hours for each calendar day of service (i.e. 15 days per annum). Provided that First Year Constables receive a one-off allocation of one year's sick leave (15 days) at the commencement of their first year with accrual of sick leave to commence on completion of the first year as a Constable.

61.3 A medical certificate will be produced by police officers 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 21.1(b)(iii) of the Award.

61.4 In lieu of the requirement prescribed at clause 21.1(b)(i) of the Award to produce a certificate of a duly qualified medical practitioner, a police officer may produce to the Service a certificate from a duly qualified Allied Health Professional or Registered Nurse if they reside in a remote location and demonstrate an inability to access a medical practitioner.

61.5 Medical certificates obtained via tele health must involve verbal consultation between the officer and the medical practitioner.

61.6 Where a non-commissioned officer in receipt of OSA relieves as a commissioned officer for a period of 28 days or less and is absent on sick leave during the relieving period, such sick leave will be paid at their ordinary rate of pay as a non-commissioned officer including OSA.

62 Maximum Limit for Payment of Consolidated Allowances – Police Officers

62.1 Consolidated allowances are OSA, Residential Beats Allowance, One and Two Officer Station Allowance, PCYC Coordinator / Project Booyah Allowance, QPCYWA Allowance, CPO Allowance (Controllers), Regional Duty Officers (RDO) Allowance, RSCS Allowance and TSIPLO Supervisor Allowance.

62.2 Consolidated allowances will be paid for the first 26 weeks that an employee is absent on sick leave, including accessing the Sick Leave Bank.

62.3 Where the absence will extend beyond 26 weeks, the Commissioner (or delegate) 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.

63 Paid Parental Leave - Police Officers

The conditions and entitlements prescribed in the ministerial directive relating to Paid Parental Leave pursuant to the *Public Sector Act 2022*, as amended from time to time will apply to police officers.

64 Long Service Leave - Police Officers

The conditions and entitlements prescribed in the ministerial directive relating to Long Service Leave pursuant to the *Public Sector Act 2022*, as amended from time to time will apply to police officers.

65 Critical Incident Leave – Police Officers

65.1 A police officer is entitled to a maximum of 3 days paid “Critical Incident Leave” when the officer has been involved in a critical incident.

65.2 A “critical incident” will be defined in accordance with section 5A.2 (as amended) of the *PSAA* or in addition will include:

- (a) incidents where a reportable death occurs in the course of or as a result of police operations as prescribed at s.8(3)(h) (as amended) of the *Coroner’s Act 2003*;
- (b) a highly traumatic incident in which a person dies or is admitted to hospital for treatment of serious injuries.

65.3 Critical Incident Leave will be in addition to any other paid leave the police officer is entitled to and will be granted by the Commissioner subject to operational requirements.

66 Support for Police Officers Affected by Domestic and Family Violence

The conditions and entitlements prescribed in the ministerial directive relating to Support for Employees affected by Domestic and Family Violence pursuant to the *Public Sector Act 2022*, as amended from time to time will apply to police officers.

67 Bereavement Leave - Police Officers

The conditions and entitlements about Bereavement Leave only as prescribed in the ministerial directive relating to Special Leave pursuant to the *Public Sector Act 2022*, as amended from time to time will apply to police officers.

PART SIX – TRANSFERS, RELOCATION EXPENSES AND TRAVELLING ENTITLEMENTS

LATERAL TRANSFERS – POLICE OFFICERS

68 Introduction

68.1 The lateral transfer process applies in lieu of clause 26 of the Award.

68.2 The Commissioner (or delegate) may laterally transfer a police officer (excluding OICs and DDOs) under their command provided there is mutual agreement. There will be no entitlement to transfer expenses, except in exceptional circumstances. Where the police officer’s resultant travelling distance between their residence and new place of work exceeds 40 kilometres, the parties will ensure the Health and Safety and Fatigue Management provisions outlined at clause 80 are considered. Such transfers will not alter an police officer’s tenure. It is recognised that this provision is suitable for addressing a flexible work application where a proposed arrangement is not operationally viable at a police officer’s current location.

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”.

- 68.3 The lateral transfer process set out in this Agreement does not apply to transfers which form part of a disciplinary sanction under the PSAA. Such discipline transfers are to be dealt with under the PSAA.
- 68.4 Lateral transfers provide a facility for the transfer of police officers at their substantive rank to other positions and/or locations in limited circumstances without the need to advertise and fill positions on an open merit basis.
- 68.5 Where a lateral transfer occurs, the police officer will not suffer a reduction in ordinary salary, unless clause 68.10 applies.
- 68.6 Lateral transfers may be initiated either by the Commissioner (or delegate) or through application by the police officer.
- 68.7 These provisions will not apply to any appointments, postings, movements or transfers of a Constable up to and including their appointment upon confirmation, unless there are exceptional circumstances.
- 68.8 Notwithstanding any other provision contained in this Agreement, the Commissioner has the discretion to initiate a directed transfer of a police officer at their substantive rank to other positions and/or locations.
- 68.9 OIC and DDO positions will be maintained for filling via the open merit process. In exceptional circumstances supported applicants currently holding the position of OIC or DDO may be considered for a lateral transfer into a position with equal remuneration and similar location profile in another location.
- 68.10 Police officers promoted to their current position and are more than three months from completing the minimum tenure, and who choose to apply for an officer-initiated transfer must voluntarily relinquish their promotion and revert to their previous rank to receive TAC support.

69 Transfer Advisory Committee (TAC)

- 69.1 For the purposes of lateral transfers, there will be a Transfer Advisory Committee (TAC) established to advise the Commissioner (or delegate) regarding applications for lateral transfers.
- 69.2 Membership of the Committee comprises representatives of:
 - The relevant Union (QPUE or the QPCOU);
 - The Service (including Human Resources Division HR Services (Chairperson), Employee Relations and operational representative/s).
- 69.3 TAC supports a police officer out of their current location, not into a particular position, and notwithstanding any advice provided by the Committee, the Commissioner (or delegate) has the final decision-making authority.
- 69.4 Any split outcomes at TAC are to be decided by the Commissioner (or delegate).
Note: At the time of certification, the delegate is the Executive Director, Human Resources Division.

- 69.5 A police officer aggrieved by a final decision by the delegate may submit a Stage 1 grievance to the delegate, as the decision maker.
- 69.6 In addition to providing advice to the Commissioner (or delegate) on lateral transfers, the Committee will inform itself of relevant issues affecting the transfer of police officers generally throughout the Service and provide appropriate advice accordingly to the Commissioner (or delegate) with a view to resolution of the issue.
- 69.7 The Committee will meet fortnightly or as required and for the purpose of providing advice to the Commissioner (or delegate), the TAC will have a Minutes Secretary, provided by Human Resources Division
- 69.8 The Committee will provide advice to the Commissioner (or delegate) 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 (or delegate) may decide the application on the advice already provided.

70 The Application Process

- 70.1 (a) Any police officer may apply for a lateral transfer which will be forwarded to the Committee by the relevant delegate. This delegate 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 police officer (management initiated transfer) will forward a submission to the Committee indicating the reasons why, together with a copy of the individual police officer'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 (or delegate) whether or not the application/submission is supported.
- (d) All applications are to include the specified position titles and locations for which the employee will be considered. (Note: members will only be considered for those specified locations).
- (e) Provided that the requested/proposed location may not be the ultimate location to which the employee is transferred.
- (f) Any application for a lateral transfer is to be processed in such a way to reach the Minutes Secretary of the TAC within 28 days of receipt of the application by the Service.
- (g) Any application for a lateral transfer if supported by the TAC will remain current for 12 months only. Applicants may reconsider their individual circumstances and re-submit subsequent applications to the TAC before or after this time.
- (h) In the cases of employees who seek lateral transfers under the operational factors specified in clause 71 at either subclauses (10) Swaps; or (12)(b) & (c) of Partner's Employment; or (13) Personal Reasons, cost of transfer will generally not be paid. Upon request, the Commissioner (or delegate) will determine if cost of transfer should be paid (each case to be considered on its individual circumstances). Costs of transfer includes all entitlements at clause 73. To remove any doubt this includes packing and travel days.
- (i) None of the decisions referred to in (h) above in relation to costs will be used as a precedent in dealing with any other matter relating to costs of transfers.

- (j) The Commissioner (or delegate) will ensure that an employee making application meets the requirements of the roles of the particular positions nominated.

71 Operational Factors

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

- 71.1 Organisational Restructuring: Where, to meet service delivery requirements, the Service closes or opens a station, section or establishment; the Service increases or decreases the staffing levels of a station, section or establishment; the reclassification of positions; i.e. workplace restructuring.
- 71.2 Expressions of Interest/Transfer at Level Opportunities: This is a process whereby the Commissioner (or delegate) selects a police officer from the relevant closed merit pool. 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.
- 71.3 Health or Compassionate Grounds:
- (a) Health grounds apply where a police officer 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.
 - (b) Compassionate grounds include family matters sufficient to support a police officer's transfer. Where appropriate TAC may request documentary evidence on a case-by-case basis.
- 71.4 Service in Isolated/Difficult Postings: Where a police officer has 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.
- 71.5 Service in Particular Postings:
- (a) These are those positions from which there may be a need to remove an officer due to the nature of the duties (e.g. CPIU, FCU, CPO); or
 - (b) Because of the specialised nature of the duties in the position [e.g., Prosecutions, CCC] the police officer can demonstrate difficulty achieving another position at level outside of the current area of operation. Police officers making application pursuant to this operational factor must have completed minimum tenure in their current position, demonstrate that they have applied for positions on the rank and have received feedback that the specialised nature of their current position is limiting their ability to win other positions.
- 71.6 To/from Surplus: "To surplus" applies when another operational factor warrants a transfer of that police officer to surplus. "To surplus" may be applied where a police 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 a police officer who is currently surplus. Closed merit will apply where there is more than one police officer of the rank in surplus.
- This factor also applies where a police officer is transferred to or from a position lower than their substantive rank i.e. the police officer is offset against another position.
- 71.7 External Agencies: This applies when an officer is to be transferred to or from an agency/organisation external to the Service e.g. Crime and Corruption Commission.

71.8 Rotations:

- (a) The areas of application include for example, Watchhouses and stations in Aboriginal and Torres Strait Islander communities and hard-to-fill rural and remote locations including plain clothes and specialist positions.
- (b) Police officers who have been through a merit-based process for a position identified for the purposes of rotation of staff (including those rotations occurring under clause 91) and wishes to remain for a longer period can do so through an application to TAC if mutually acceptable to all parties. Previous time at the location will be included for the purposes of tenure.

71.9 Positions requiring pre-training: This refers to situations where an officer 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 police officer to a particular location to utilise these developed skills e.g. SOCO and prosecutions but not, for example, detective training. Police officers will be advised in writing prior to commencing training where they will be required to perform such duty after completion of the training.

71.10 Swaps: A mutually agreed request initiated by two or more police officers and agreed by the Commissioner (or delegates) for an exchange of similar positions at the same rank.

71.11 Resource Management:

- (a) This operational factor covers grounds where a transfer is necessary because of a breakdown of personal relationships between the employee, of any rank, and other police officers; or that police officer and the local community.
- (b) Further, this factor applies where staff numbers have fallen below safe operational levels. Should there be no applicants for these positions after advertisement State-wide and there are no volunteers, the Service may consider the implementation of directed transfers. Provided that prior to so doing, the process of selection of appointees occurs by a process agreed between the Commissioner and the QPUE or QPCOU. Agreement will not be unreasonably withheld or delayed by either party.
- (c) Where it has been clearly demonstrated to TAC that an officer is not coping in their current position and management has taken all fair and reasonable actions to assist them in that position, the Service may seek to relocate the police officer. 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 police officer concerned regarding the proposed transfer. These are to be provided to TAC members at least 7 days before TAC meets.

71.12 Partner's Employment:

- (a) This is where a Service employee (police officer or staff member) is transferred, and their partner is a police officer. This factor then allows the transfer of the partner in the case of the partner being a police officer.

- (b) This factor also applies where a police officer seeks a transfer because the police officer's partner [not being a Service employee] receives a transfer as a result of a direction by the partner's employer to relocate.
- (c) This factor may also apply where the request for a transfer is at the police officer's instigation and is purely to suit their partner's choice to relocate their employment where the partner is not a Service employee.

71.13 Personal Reasons: This applies where a transfer is sought by a police officer 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 will only be on a case-by-case basis and will be of no precedent value.

72 The Appointment Process

72.1 For consistency and transparency, the final responsibility for the placement of employees on the lateral transfer list into a position will rest with the delegate. The identification and selection of a police officer on the lateral transfer list for placement into a position (other than via transfer at level/EOI opportunities appearing in the Police Gazette) will include the following:

- (a) Human Resources Division will nominate police officers from the lateral transfer list for selection by the delegated officer, based on the following principles:
 - i. The position falls within the scope of a police officer's nominated preferences;
 - ii. The length of time a police officer has been on the lateral transfer list (preference to 'first in, first out' basis, wherever possible) – if more than one police officer has the same TAC approval date, all will be considered for nomination;
 - iii. The impact of extraordinary circumstances relating to police officers on the lateral transfer list (circumstance will only be deemed 'extraordinary' on a case-by-case basis);
 - iv. A police officer's refusal of placement opportunity/s will impact their eligibility to maintain their relative priority on the transfer list.
- (b) Unless there are multiple police officers nominated for transfer into a position, the placement of a nominated police officer will be on the basis of a suitability assessment undertaken by the delegated officer. A suitability assessment will include an assessment of whether the applicant has the skills and abilities necessary to meet the requirements of the role to a satisfactory level, given reasonable training, re-training and on-the-job experience, and are fit to undertake the role with reasonable adjustment, if required.
- (c) Where a delegated officer does not approve the lateral transfer of a nominated police officer into a position, the delegated officer must provide written reasons for the decision to the police officer/s.
- (d) Police officers who were nominated to be assessed for a position, but who were not selected by the delegated officer, may lodge a grievance if they are dissatisfied with the reasons provided by the delegated officer.

- (e) 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 (including where multiple police officers on the lateral transfer list are nominated pursuant to clause 72.1(b) for placement into a position).

TRANSFER ENTITLEMENTS

73 General

- 73.1 Subject to clause 70.1(i), an employee covered by this Agreement is eligible for the transfer entitlements provided in this Agreement if the Commissioner (or delegate) is of the view that a change of residence is required.
- 73.2 Provided that PLOs, TSIPLOs and AWOs are only entitled to transfer entitlements when transferred on merit or on compassionate grounds.
- 73.3 Unless approved by a level 2 delegate (or higher), an employee is only entitled to the payment or reimbursement of expenses and other conditions for transfer after formal notification of their transfer in the Queensland Police Service Gazette. An order of transfer for an employee who is promoted/appointed to a gazetted vacancy is effective upon the conclusion of the review period and/or finalisation of any reviews, whichever is the latter.
- 73.4 Transfer entitlements are set in accordance with the rates, standards and conditions applicable to public sector officers through the ministerial directive relating to Transfer and Appointment Expenses pursuant to the *Public Sector Act 2022*, as amended or replaced from time to time.
- 73.5 Where a police officer enters into accommodation in QPS/Government housing or enters into private rental leases of periods of 6 months or more, the police officer is regarded as having obtained permanent accommodation for purposes of entitlements for temporary accommodation and storage of effects.
- 73.6 First year constables may treat a former principal place of residence as their principal place of residence for purposes of transfer entitlements occurring as a result of their 2nd year allocation.
- 73.7 Overpayments relating to conveyancing fees on sale identified as a result of a sale and purchase of principal residence or land not occurring within the specified two-year period outlined in the abovementioned directive, will be repayable by the police officer immediately upon completion of the two-year period or date of cessation of employment if occurs earlier.
- 73.8 Appointment expenses in accordance with the abovementioned directive for new employees will be allowed at the discretion of the Commissioner.
- 73.9 Costs for storage of effects as prescribed at section 20 of the Transfer and Appointment Expenses directive (as amended or replaced) may be approved at the discretion of the relevant Assistant Commissioner in cases where the police officer has entered into permanent accommodation in Government-owned or QPS housing at RLIP or Area Allowance locations.
- 73.10 Additional information relating to the following can be found in the Service's HR Policy 'Transfer Entitlements – Police Officers Guideline' as amended:
 - (a) documentary evidence;
 - (b) definitions;
 - (c) roles and responsibilities.

73.11 The following provisions relating to transfer entitlements also apply and where inconsistent with provisions contained in the abovementioned directive will have precedence:

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

i. Entitlement

An employee will be reimbursed actual expenses for themselves and any accompanying family for accommodation and meals necessarily incurred after furniture has been uplifted and whilst waiting to travel to the new centre, and on the night of arrival at the new centre. In addition, and only in cases where permanent accommodation at the new centre has been secured, reimbursement of actual expenses for accommodation and meals may be approved in specific circumstances and on a case-by-case basis by the delegated officer for the period after date of arrival at the new centre and up to date of arrival of the police officer's furniture and effects. For example, a police officer may be required to arrive at the new centre to commence their first shift on a date prior to the actual arrival of their furniture and effects.

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

ii. Eligibility

I. *Hotel, motel, registered lodging house or caravan park*

All actual and reasonable expenses. Reasonable expenses and reasonable accommodation standards will be as determined by the Commissioner (or delegate). Receipts are required.

II. *Relatives and friends*

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

III. *Meals where not staying overnight with relatives or friends*

Actual and reasonable expenses for meals. Receipts are required.

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

i. Entitlement

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

- I. permanent accommodation is actually secured and is available on arrival at the new centre; or
- II. in the event of temporary accommodation expenses incurred following transfer being claimed under the directive, the maximum amount claimable is to be reduced by the amount actually paid under subclause 73.11(b).

ii. Eligibility

I. *Employee unaccompanied by family*

(A) *Travelling Costs*

Reasonable costs for travelling to and from the new centre.

(B) *Accommodation*

Reasonable actual costs for accommodation. Receipts are required.

(C) *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, PDOs, recreation leave, or as part of time taken to complete transfer arrangements as prescribed in the directive.

II. *Employee accompanied by family*

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

(c) *Transportation of furniture and effects*

i. Employee accompanied by family

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

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

<i>Number in Family</i>	<i>Meterage Entitlement</i>
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 officer with furniture and effects in excess of the relevant entitlement may seek approval for the Service to pay for the transportation of the actual volume of furniture and effects. The Service will only meet the additional costs if there are extenuating circumstances that would make the transportation of additional volume reasonable.

RELOCATION EXPENSES

74 Relocation Expenses for Officers Retiring from the Service

- 74.1 Relocation expenses for police officers retiring from the Service apply to all police officers subject to this Agreement except for casual employees.
- 74.2 Entitlements are accessible when an officer meets one of the following criteria:
- (a) they retire in accordance with section 8.2 of the *PSAA*; or
 - (b) the officer is retiring on the ground of ill health in accordance with section 8.3 of the *PSAA*; or
 - (c) the officer is deceased.
- 74.3 Relocation expenses/conditions for police officers retiring from the Service will be in accordance with the ministerial directive relating to Relocation Expenses for Officers Retiring from the Service pursuant to the *Public Sector Act 2022*, as amended or replaced from time to time. However, time limits referred in the directive may be extended to allow the Commissioner (or delegate) to advertise and fill vacancies.

75 Relocation Expenses for Widows and Widowers of Deceased Officers

Relocation expenses for families of deceased police officers residing with the police officer at the time of death are in accordance with the application and entitlements prescribed at clause 74 above.

TRAVELLING ENTITLEMENTS

76 Domestic Travel - Application and Entitlement

- 76.1 Subject to clause 76 herein and clause 86, travelling entitlements are set in accordance with the rates, standards and conditions applicable to public service officers through the ministerial directive relating to Domestic Travelling and Relieving Expenses pursuant to the *Public Sector Act 2022*, as amended or replaced from time to time. Such entitlements apply in lieu of clauses 13.16 and 27(a) of the Award.
- 76.2 Employees covered by this Agreement are **only** entitled to the provisions of this clause when approval has been given to an employee to be absent from their usual workplace within Australia and the nature of such absence reasonably requires the securing of alternative accommodation.
- 76.3 The following provisions relating to travelling entitlements also apply and where these provisions are inconsistent with the directive referred to in subclause 76.1 above, these provisions will have precedence:
- (a) *Accommodation*
 - i. The Service may arrange accommodation at no cost to the employee. Such arrangements will provide each employee with single accommodation. Where this

occurs, the employee is entitled to the appropriate meal allowances and the incidental allowance for each overnight stay.

- ii. With reference to accommodation only: Where it is deemed necessary for operational requirements and the viability of an operation depends on it, arrangements for accommodation may be varied provided employees receive prior notice.
- iii. Where the Service does not arrange accommodation, employees will be reimbursed the actual reasonable cost of accommodation obtained. Compliant tax invoice receipts must be submitted with claims for accommodation expenses. In addition, employees are entitled to the appropriate meal allowances and the incidental allowance for each overnight stay.

(b) *Hardship allowance*

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

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

(c) *Meal allowances*

On day of departure and day of return the following applies: -

- Breakfast payable if departure prior to 6.30am or arrival after 6.30am;
- Lunch payable if departure prior to 12.30pm or arrival after 12.30pm;
- Dinner payable if departure prior to 6.30pm or arrival after 6.30pm.

(d) *Costs exceeding allowances*

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

(e) *Accommodation and meal cost inseparable*

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

(f) *Private accommodation*

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

(g) *Special events*

Where employees are absent from their usual workplace and performing duty at special events (e.g. Indy or Schoolies) and, after consultation with the union, the Service may

arrange single room accommodation where employees share facilities. These arrangements may also include the provision of meals, provided the meals are of reasonable quantity and quality in the relevant circumstances.

(h) *Advances on allowances*

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

77 International Travel - Entitlement

Travelling entitlements for approved overseas travel are set in accordance with the rates, standards and conditions applicable to public sector officers through the ministerial directive relating to International Travelling, Relieving and Living Expenses pursuant to the *Public Sector Act 2022*, as amended or replaced from time to time. Such entitlements apply in lieu of clauses 13.16 and 27(a) of the Award.

PART SEVEN - MISCELLANEOUS

78 District Appointments

78.1 The application of District Appointments as provided in this clause is limited to police officers in the following Districts or areas:

- (a) North Brisbane District;
- (b) South Brisbane District;
- (c) Gold Coast District;
- (d) Logan District;
- (e) Moreton District;
- (f) Sunshine Coast District;
- (g) Rockhampton Area;
- (h) Mackay Area;
- (i) Townsville Area;
- (j) Cairns Area;
- (k) Toowoomba Area;
- (l) Ipswich Area;
- (m) Commands and Divisions within the Brisbane metropolitan area.

78.2 The QPUE, QPCOE and the Service acknowledge that changes of work locations in those Districts/Areas listed above outside the south-eastern part of Queensland will be restricted where practicable to the urban areas of those Districts/Areas taking into consideration the residential location of employees.

78.3 The Service in consultation with the QPUE and QPCOE may amend the above list of Districts/Areas.

78.4 All transfers and promotions to the above-listed Districts/Areas may be to positions in the district with initial duty at a work location.

78.5 A temporary change of work location is provided for in subclause 25.7(n) of this Agreement and only permanent changes of workplace within and/or across Districts will occur under this clause.

- 78.6 A police officer subject to this clause may be directed to perform duties at any location within the District/Area if the placement is in the best interest of the Service and is consistent with the service delivery standards. Likewise, an officer subject to this clause may be directed to perform duties at nearby work locations/stations across a District boundary for the same reasons.
- 78.7 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 duties of the officer 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 police officer would normally travel to and from their residence and previous station/work location will be entitled to the Transfer Entitlements prescribed at clause 73 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 PSAA.
- 78.8 Where a police officer 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.

79 Higher Duties

Commissioned and Non-Commissioned Officers

79.1 The following applies in lieu of clause 12.7 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, subject to subclauses (c) and (e) below, extra remuneration at the minimum salary rate applicable to the higher rank provided that the police officer:
 - fills temporarily the position for more than 3 consecutive shifts not including rest days; and
 - performs all of those duties and accepts all of those responsibilities associated with the position.
- (b) 'Fill temporarily' includes those relieving periods where the incumbent police officer is absent on PDOs.
- (c) Where a Constable who has been remunerated at pay point 1.6 relieves at the rank of Senior Constable, the amount of extra remuneration payable to such police officer will be the difference between pay point 1.6 and pay point 2.2.

- (d) In each case the amount of extra remuneration payable to a police officer will be the difference between the police officer's salary and the minimum salary prescribed for the rank to which the police officer relieves.
- (e) Where a Senior Constable remunerated at pay point 2.10 relieves at the rank of Sergeant, the amount of extra remuneration payable to such police officer will be the difference between pay point 2.10 and pay point 3.2.
- (f) If a police officer who is temporarily filling an office of higher rank goes on annual or sick leave, such leave will not be deemed to interrupt the period of performance of such duties if the employee resumes the same duties on the return from leave.
- (g) All leave (other than annual leave or long service leave) taken during the first 12 months of any continuous period of higher duties, is paid at the police officer's substantive salary. After 12 months of continuous higher duties, a police officer's leave is paid at the higher duties rate provided:
 - all leave taken during the preceding 12 months was paid leave or leave that may be credited as service; and
 - the leave falls within the period of higher duties (except where the employee takes paid parental leave).

79.2 Subject to subclause 79.1(c) and (e) above, where the office of higher rank is an OSA position a police officer will receive, in addition to any higher duties, the OSA calculated on the minimum salary prescribed for the higher rank.

79.3 The following applies to non-commissioned officers only:

- (a) Subject to the following conditions, a non-commissioned officer performing higher duties at the ranks of Senior Constable, Sergeant or Senior Sergeant will not be financially disadvantaged relative to their substantive wage and composite allowance if they access any paid leave during or immediately after a period of higher duties.
- (b) The provisions of (a) above only applies:
 - to leave taken in the 12-month period after date of commencement of any continuous period of higher duties; and
 - where the officer has been in receipt of the composite allowance for a minimum period of 52 weeks prior to commencement of higher duties.
- (c) The conditions applicable to payment of the composite allowance apply (e.g. non-payment of leave loading when receiving OSA) whenever the substantive wage and composite allowance is paid under this clause.

79.4 Subject to subclause 79.5 below, where the office of higher rank is not an OSA position, and the officer is currently permanently in an OSA position, they will continue to receive the OSA calculated on the officer's substantive pay point for a period up to and including 28 calendar days.

79.5 Whilst relieving as a commissioned officer, officers are subject to the same terms and conditions as commissioned officers.

- 79.6 Therefore, subject to subclause 61.6 of this Agreement, officers relieving in a commissioned officer position will not maintain the OSA or OIC payment from the date of commencing such relieving.
- 79.7 During maintenance of the OSA referred to in subclause 79.4 above, under no circumstances will shift and weekend penalty rates, public holiday penalty payments, leave loading payments, Overtime Considerations payments, One and Two Officer Station Allowance, PCYC Zonal Coordinator / Project Booyah Allowance, QPCYWA Allowance, Beats Allowance, CPO Allowance, RSCS Allowance or TSIPLO Supervisor Allowance be paid in addition to the OSA.

80 Health and Safety and Fatigue Management

- 80.1 The Service, its supervisors and police officers will consider their respective obligations under the *Work Health and Safety Act 2011* in the performance of their duties.
- 80.2 In particular, officers and supervisors are referred to the QPS Fatigue Management Policy and Guidelines found on the QPS Intranet.
- 80.3 The Service's fatigue management and 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.

81 One and Two Officer Stations

The parties agree to the following conditions affecting one and two officer stations.

Where written agreement is reached between the parties in relation to a specific three or four officer station, officers at that station will receive the composite allowance, all relevant entitlements and work in accordance with the conditions as prescribed at clauses 42 and 81 of this Agreement. Agreement by either party relating to any specific location may be renegotiated at any time due to a change in circumstances. Existing agreed administrative arrangements applicable as at date of certification of this Agreement are Julia Creek, Russell Island and Macleay Island.

81.1 Weekend Work and Public Holidays

Conditions relating to weekend work and public holidays as prescribed at subclauses 25.7(a)(ii), 25.7(a)(iii), 25.7(a)(iv), 25.7(d), 25.7(i) to 25.7(m), 36 and 39 of this Agreement apply.

81.2 Overtime and Travel

- (a) Where a police officer is directed to perform duty outside of their division by the District Officer or a delegated officer and that duty is on a rest day or is outside of their rostered hours for that day, they will be paid overtime for the duty so performed.
- (b) Work for which a direction from a District Officer or a delegated officer is not required will not attract an overtime payment, irrespective of whether or not the officer seeks such a direction.

- (c) Where an officer is rostered to perform duty at an event (e.g. local rodeo) outside of their division, they will be paid overtime for all hours worked in excess of ordinary hours. The officer will be given at least 48 hours' notice of the requirement.
- (d) In performing duty in accordance with subclause 81.2 (a)&(c) above, a police officer is to be paid at ordinary rates for travel undertaken outside rostered hours in accordance with clause 86 of this Agreement.
- (e) Notwithstanding the above provisions, a District Officer may approve payment at overtime rates of any overtime performed within the officer's division by an officer at a One or Two Officer Station, which does not relate to the officer's normal duties. Such duties for example may include the following:
 - where Road Policing/Traffic Branch provides additional funding to perform duties associated with road safety;
 - where Crime Command provides additional funding to perform duties associated with policing the prevalence of drugs in local communities;
 - where an officer provides a response to a declared disaster;
 - where an officer, who has undertaken appropriate training, performs specialist duties (such as Search and Rescue or Forensic Crash duties).

81.3 Transfer

Police officers 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 officer's replacement. However, the officer will not be held more than 16 weeks after the gazettal of the officer's transfer or more than the period of the review, whichever is the longer. This provision may only be implemented on the proviso that the position the officer is transferring to be kept vacant pending the officer's arrival. This provision will not change the gazetted effective date of the officer's promotion.

81.4 One Weekend in Four Free of Calls

- (a) Officers will be entitled to have a minimum of one weekend or any two consecutive days, and a further two days in each 28-day period free of all calls. The taking of these additional days free of calls will be by negotiation with the District Officer and subject to operational requirements. These days may be taken in conjunction with other days free of calls. Where both or one of the additional days free of calls cannot be rostered due to operational reasons, they may be deferred to the next 28-day period, however, must not be carried over into further periods. Officers at one and two officer stations will endeavour to make reciprocal arrangements with their neighbouring division for this to occur.
- (b) Such reciprocal arrangements will only occur where there is agreement between the relevant officers. Where this reciprocal arrangement is not able to be negotiated by the relevant officers, the Service will make arrangements to ensure the officer will receive two weekends in four free of all calls.

81.5 Covering Additional Stations

- (a) Police officers will not be required to cover more than one extra single officer station and only for periods of paid leave at that extra station or to enable officers to attend training or for other reasons as agreed between the Service and the QPUE. No overtime will be

payable for duty performed in these circumstances during the normal rostered hours at that officer's home station. However, overtime will be payable for all duty performed in the neighbouring division occurring outside of ordinary hours or on rest days. The continuous period for covering arrangements should not exceed 16 weeks unless justified. 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 appointed officer at that station is absent.

- (b) The Buddy System occurs when neighbouring divisions work harmoniously together to obtain a balance between the operational requirements of the Service and officers' work/life balance. Neighbouring stations may include stations across patrol group, district and regional boundaries. All parties recognise the importance that the informal "Buddy System" plays at all one and two officer stations and that this arrangement enables flexibility and improved productivity.
- (c) Subclause (a) above will not apply where the Buddy System is in operation 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.
- (d) It is acknowledged that subclause (a) above will not apply where other local arrangements agreed to by both officer/s and management are applied in exceptional circumstances.

81.6 Leaving the Division

- (a) Police Officers at one officer stations, and two officer stations which are reduced to one for whatever reason, must give prior notice in a timely manner unless justifiable (as defined) to the District Officer and the adjoining divisions of their intention to leave their division on rest days or PDOs. When they remain in the division, they are still available for work when an urgent or immediate policing response is required.
- (b) The District Officer can direct the officer concerned to remain in the division only if there is a warranted and justifiable reason. It follows then that the notice of intention to leave the division is to be given in a timely manner unless justifiable (as defined), thus affording the District Officer an opportunity to respond.
- (c) In relation to a District Officer's response at (b) above, District Officers should consider the following issues when responding to a notice made under (a) above:
 - Operational requirements of the officer's division and neighbouring divisions;
 - Obligations of neighbouring divisions to provide coverage to the officer's division.

81.7 On-Call

On-call is defined as a police officer being available for recall to duty where an urgent or immediate policing response is required or where a telephone response is required to manage an incident/situation without the need to leave the officer's place of residence.

81.8 PDOs

- (a) At all one and two officer stations, police officers have the option of either taking PDOs each 28-day roster or accruing their PDOs up to a maximum of 5 at any time.

- (b) Provided that where an officer in a one or two officer station elects to accrue PDOs then they may access those PDOs (up to the relevant maximum) separately or in a group. However, where the officer applies to take annual leave, the officer must first access any accrued PDOs.

81.9 **Fatigue**

Police officers and managers should always apply the Health and Safety and Fatigue Management principles outlined in clause 80 of this Agreement. This is particularly the case:

- where officers have worked for extended periods;
- where two officer stations have been reduced to one officer;
- where officers are covering neighbouring divisions; and
- at one officer stations generally.

Management will always endeavour to provide cover for any officer on a 10-hour fatigue break.

81.10 **Higher Duties**

It is recognised that operationally at two officer stations where the OIC is absent on leave, another officer should be appointed as the acting OIC. If this officer satisfies the criteria in clause 79 (Higher Duties), the officer will be paid the appropriate higher duties.

81.11 **Miscellaneous**

- (a) Upon appointment to one and two officer stations police officers are required to reside in Service accommodation of a reasonable and suitable standard where such is provided.

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

81.12 **Relieving Arrangements**

- (a) i. Police officers relieving or performing temporary duty at one and two officer stations will receive the allowance provided that they are readily accessible to members of the public outside ordinary hours, can respond to callouts, and fulfil the expectations and requirements of the position.
- ii. Officers 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 subclause 42.2 of this Agreement.
- iii. This means that an officer who leaves an OSA roster to relieve at a one or two officer station does not have an entitlement to OSA from the date they take up duty at such station. The allowance prescribed at subclause 42.1 will be payable from this same date.
- (b) *Officer relieving in an OSA position (and eligible to receive OSA) and remaining in a police residence:*

- i. The allowance prescribed at subclause 42.1 ceases immediately and the officer receives the OSA and all other provisions normally relating to an OSA position would apply.
 - ii. If called upon by the public at the residence outside of hours (and no other arrangements have been put in place by management to cover the situation), then overtime provisions apply for the time work is performed.
 - iii. Recall provisions would only apply where the recall is approved by management.
 - iv. These arrangements would continue to apply until the officer resumes duties at the one or two officer station.
- (c) *Officer relieving in an OSA position for 28 days or less (and is ineligible to receive OSA) and remaining in a police residence:*
 - i. Retain the allowance prescribed at subclause 42.1 at the substantive rate;
 - ii. None of the entitlements outlined in subclause 42.2 would be paid to the officer (irrespective of the work to be performed) unless there are exceptional circumstances justifying a particular payment that would be dealt with on a case-by-case basis.
- (d) *Officer relieving in an OSA position (and eligible to receive OSA) and NOT remaining in a police residence:*
 - i. The allowance prescribed at subclause 42.1 ceases immediately and the officer receives the OSA and all other provisions normally relating to an OSA position would apply.
 - ii. These arrangements would continue to apply until the officer resumes duties at the one or two officer station.
- (e) *Officer relieving in an OSA position for 28 days or less (and is ineligible to receive OSA) and NOT remaining in a police residence:*
 - i. Retain the allowance prescribed at subclause 42.1 at the substantive rate;
 - ii. None of the entitlements outlined in subclause 42.2 would be paid to the officer.
- (f) *Officer relieving in a non-OSA position and remaining in a police residence:*
 - i. Retain the allowance prescribed at subclause 42.1 at the substantive rate for a period of 28 days.
 - ii. During the 28-day period, none of the entitlements outlined in subclause 42.2 would be paid to the officer (irrespective of the work to be performed) unless there are exceptional circumstances justifying a particular payment that would be dealt with on a case-by-case basis.
 - iii. After the 28-day period:
 - (I) The allowance prescribed at subclause 42.1 would cease and normal provisions relating to a non-OSA position would apply until the officer resumes duties at the one or two officer station; and

- (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.

(g) *Officer relieving in a non-OSA position and NOT remaining in a police residence:*

- i. Retain the allowance prescribed at subclause 42.1 at the substantive rate for a period of 28 days.
- ii. During the 28-day period, none of the entitlements outlined in subclause 42.2 would be paid to the officer.
- iii. After the 28-day period, the allowance prescribed at subclause 42.1 would cease and normal provisions relating to a non-OSA position would apply until the officer resumes duties at the one or two officer station.

82 QPCYWAs

82.1 Weekend Work and Public Holidays

Conditions relating to weekend work and public holidays as prescribed at clauses 25.7(a)(ii), 25.7(a)(iii), 25.7(a)(iv), 25.7(d), 25(7)(i) to (m), 36 and 39 of this Agreement apply.

82.2 Overtime and Travel

The Service may approve payment at normal overtime rates of any overtime performed by a police officer at a QPCYWA, which does not relate to their normal duties. Such duties for example may include the following:

- where Road Policing and Regional Support Command provides additional funding to perform duties associated with road safety;
- where Crime and Intelligence Command provides additional funding to perform duties associated with policing the prevalence of drugs in local communities;
- where an officer provides a response to a declared disaster.

82.3 One Weekend in Four Free of Calls

Officers will be entitled to have a minimum of one weekend or any two consecutive days in each 28-day period free of all calls.

82.4 On-Call

On-call is defined as a police officer being available for recall to duty where an urgent or immediate policing response is required or where a telephone response is required to manage an incident/situation without the need to leave the officer's place of residence.

82.5 PDOs

- (a) At all QPCYWAs, officers have the option of either taking PDOs each 28-day roster or accruing their PDOs up to a maximum of 5 at any time.

- (b) Provided that where an officer at a QPCYWA elects to accrue PDOs then they may access those PDOs (up to the relevant maximum) separately or in a group. However, where such officer applies to take annual leave, they must first access any accrued PDOs.

82.6 Relieving Arrangements

- (a)
 - i. Officers relieving or performing temporary duty at QPCYWAs will receive the allowance provided that they can respond to callouts and fulfil the expectations and requirements of the position.
 - ii. Officers relieving or performing temporary duty at QPCYWAs 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 subclause 48.2 of this Agreement.
 - iii. This means that a police officer who leaves an OSA roster to relieve at a QPCYWA does not have an entitlement to OSA from the date they take up duty. The allowance prescribed at subclause 48.1 will be payable from this same date.
- (b) *Officer relieving in an OSA position (and eligible to receive OSA):*
 - i. The allowance prescribed at subclause 48.1 ceases immediately and the officer receives the OSA and all other provisions normally relating to an OSA position would apply.
 - ii. These arrangements would continue to apply until the officer resumes duties at the QPCYWA.
- (c) *Officer relieving in an OSA position for 28 days or less (and is ineligible to receive OSA):*
 - i. Retain the allowance prescribed at subclause 48.1 at the substantive rate;
 - ii. None of the entitlements outlined in subclause 48.2 would be paid to the officer.
- (d) *Officer relieving in a non-OSA position:*
 - i. Retain the allowance prescribed at subclause 48.1 for 28 days at the substantive rate;
 - ii. During the 28-day period, none of the entitlements outlined in subclause 48.2 would be paid to the officer;
 - iii. After the 28-day period, the allowance prescribed at subclause 48.1 would cease and normal provisions relating to a non-OSA position would apply until the officer resumes duties at the QPCYWA.
- (e) *Officer relieving as a Senior Sergeant PCYC Zonal Coordinator:*
 - i. The officer be paid their Sergeant salary rate and the allowance prescribed at subclause 48.1 or relevant Senior Sergeant salary rate and the allowance prescribed at subclause 45.1, whichever is higher;
 - ii. During the period of relieving, payment of the rate outlined at (i) above compensates the officer for all work performed on shift work; overtime (including recalls); and on call. The officer remains entitled to ordinary time public holiday penalties and ordinary time weekend penalties.

83 Flexible Working Arrangements – Police Officers

- 83.1 The following clauses are to be read in conjunction with clause 8.2 of the Award and the Queensland Police Service Policy: Flexible Working Arrangements.
- 83.2 Without limiting section 27 of the *Industrial Relations Act 2016*, a police officer (employed full time) should have at least 12 months' satisfactory employment before applying for a Flexible Working Arrangement.
- 83.3 Flexible Working Arrangements include but are not limited to:
- (a) Flexible Hours (part-time) Agreement (FHA)
 - (b) Individual Extended shift agreement
 - (c) Working remotely
 - (d) Compressed hours (non-sworn)
 - (e) Any other arrangement outside the normal roster or hours of a work unit
- 83.4 Flexible Working Arrangements may commence and/or conclude work on the hour, quarter hour, half hour or three-quarter hour.
- 83.5
- (a) A police officer entering into an FHA will initially engage in a negotiation to determine the appropriate operational load of their substantive workplace roster and their capacity to perform shift work (if applicable). If a police officer in an OSA position is able to work equitably on a pro-rata basis they are entitled to pro-rata OSA as prescribed at subclauses 43.1 and 25.7(h)(ii).
 - (b) Where a police officer is genuinely unable to participate in a shift roster for valid reasons, negotiations will continue in an effort to determine a suitable workplace arrangement, either within the existing roster or a mutually agreed alternative roster in a suitable location.
- 83.6 The following will apply in lieu of clause 8.2(o) of the Award:
- (a) Any dispute relating to the negotiation of a Flexible Working Arrangement, a direction to work additional hours or any other matter relating to the flexible work is to be referred to the QPS Flexible Work Committee containing representatives of the Service and the relevant unions.
 - (b) Where the decision from the Flexible Work Committee on any dispute is not accepted by a party, that party may refer the matter to the Queensland Industrial Relations Commission. Any such dispute will not be subject to the procedures prescribed at clauses 7.1 and 7.2 of the Award.
- 83.7 Flexible Working Arrangements do not affect a police officer's eligibility to move within classification levels in accordance with the provisions of clause 12.6 of the Award.
- 83.8 A police officer with a Flexible Working Arrangement must not be excluded from being considered to temporarily fill the office of either a part-time or full-time officer of equal or higher rank/level, as a professional development opportunity.
- 83.9 Flexible Working Arrangements are not affected by intermittent periods of relieving in another position in a full-time or part-time capacity.

83.10 Where additional ordinary hours are performed by a part-time/flexible hours officer they can only utilise sick leave or carer's leave from additional ordinary hours when at least 50% of the additional hours on any day are actually performed.

83.11 Flexible Working Arrangements may be for a fixed period or ongoing, subject to negotiation.

84 Overpayments

84.1 The Service will, in consultation with the shared service provider (SSP), establish a process to:

- (a) advise individual officers of any overpayments. (In certain circumstances, such as a significant overpayment, the SSP may provide formal notification of the debt to the officer); and
- (b) enable an individual officer to advise the Service of any overpayments the officer may be receiving and/or any change in the officer's circumstances that may affect their pay (e.g. changed locality, going on/off shift work etc.)

84.2 Where an overpayment has occurred, the SSP will notify the officer in accordance with subclause 84.1(a) above, that includes the following information:

- (a) the amount of the overpayment;
- (b) the circumstances as to how the overpayment occurred;
- (c) that the SSP will recover the overpayment in accordance with the repayment terms outlined in subclause 84.3 below beginning in a fortnightly pay period that gives the officer at least 2 weeks to submit a case for financial hardship in accordance with clause 84.5 below.

84.3 (a) Except where subclause 84.4 below applies or where section 376 of the *Industrial Relations Act 2016* applies, repayments will be made at a rate agreed to in writing (includes e-mail) between the officer 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 officer's fortnightly pay at the rate of 10% of the net overpayment or \$200.00, whichever is the greater; OR the full amount of the outstanding overpayment if it is less than \$200.00.

- (c) Repayments cannot be deducted from any fortnightly pay period until after agreement is reached between the officer and the Service.

- (d) A police officer may elect to make greater repayments than those indicated above.

84.4 The balance of all overpayments is to be deducted from any termination payment made to a police officer.

84.5 If a police officer believes that repayments in accordance with Service policy would cause financial hardship, then the officer may apply in writing (includes e-mail) to the Executive Director, Human Resources Division seeking a lower rate of repayment. No repayments will occur until the appropriate Delegate 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 officer.

- 84.6 If a police officer is aggrieved by a decision made pursuant to subclause 84.5, then the dispute settlement procedures clause 94 of this Agreement applies.

85 Residential Beats

85.1 General

- (a) Residential beat officers 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 15.5(d) of the Award. (Officers in receipt of the Beats Allowance remain entitled to weekend and public holiday penalties in the Award)

On call is defined as a police officer being available for recall to duty where an urgent or immediate policing response is required.

- (b) A beat officer upon appointment to a residential beat or currently residing in a residential beat, is required to reside or continue residing in the beat residence of a reasonable and suitable standard where such is required.
- (c) A residential beat officer will not be rostered to work outside of their beat area during ordinary hours, unless justifiable (as defined).
- (d) Subject to clause 85.1(a) above, where a residential beat officer is directed to work in excess of their ordinary hours outside of their beat area, the officer will be paid overtime for such work performed.
- (e) Subject to clause 85.1(a) above, where a residential beat officer is directed to work a shift outside of their beat area that would otherwise qualify for the 15% shift allowance (afternoon/night on a weekday), then the shift allowance will be paid in addition to the Beats Allowance.
- (f) Subject to clause 62 of this Agreement, the Beats Allowance will be paid to a police officer absent on any form of paid leave whilst the officer remains attached to such beat.

85.2 Relieving Arrangements

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

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

Retain the OSA.

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

The allowance prescribed at subclause 42.1 or subclause 48.1 ceases immediately and the officer receives the Beats Allowance from the commencement of relieving period.

- (e) *Officer not in receipt of the OSA or the allowance prescribed at subclause 42.1 or subclause 48.1 relieving in a beat and residing in a residential beat residence:*

Payment of the Beats allowance would commence immediately.

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

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

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

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

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

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

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

86 Travelling Time – Non-Commissioned Officers

- 86.1 (a) Where non-commissioned officers are required to undertake travel for official purposes, such travel should occur where possible within normal rostered hours. Due to the unique nature of policing, where an officer is required to travel during an officer's own time then the payment for such travel will be paid at the ordinary time rate payable for ordinary hours on that day.
- (b) As a general rule, in making arrangements for travel, both those organising the travel and those who undertake the travelling should be aware of their respective obligations with respect to health and safety. Both should be satisfied that access to sufficient rest is available between work periods and in determining this aspect, the type and length of duty to be worked either immediately before or after the travelling time together with the distances and conditions of travel to be undertaken are to be given due consideration.
- (c) These provisions do not apply to travelling occurring pursuant to:
- i. the provisions of clause 18.7 of the Award;
 - ii. clause 19 of the Award;

- iii. any travelling on transfers - clause 26 of the Award (Transfers – police officers) continues to apply. However, if the Service requires an officer to travel in their own time on transfer, then these travelling time provisions apply;
- iv. time spent travelling to and from an officer's residence and usual station, section or establishment;
- v. where an officer 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;
- vi. 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 officer e.g. berth on a ship or train;
- vii. travelling outside of Australia.

86.2 General

- (a) Subject to subclauses (c) and (d) below, travelling time will mean a period spent in the movement of a police officer 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 officer to the latter location and the officer 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 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 a police officer is directed to perform duty (which includes those instances outlined in subclause (f) below) away from their 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 officer would normally travel to and from their 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 officer '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.

86.3 Compensation for travelling time

- (a) Travelling time will be compensated by payment at the ordinary time rate payable for ordinary hours on that day (e.g. double time for a Sunday, etc), 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 a police officer '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 a police officer's entitlement to other travelling allowances or expenses that would otherwise apply pursuant to the relevant industrial instrument.

87 Leave without Salary Credited as Service

Conditions for crediting of leave without salary as service will be in accordance with the ministerial directive relating to Leave without Salary Credited as Service issued by the Minister responsible for industrial relations pursuant to the *Public Sector Act 2022*, as amended or replaced from time to time.

88 Plain Clothes Duty

- 88.1 Where a police officer is directed to perform duty in plain clothes and that duty does not attract the clothing allowances as prescribed at clause 13.3 of the Award or clauses 31 or 32 of this Agreement, the officer will upon application, be reimbursed for any damage to their clothing during the performance of that duty. The amount of such reimbursement will be what is reasonable and appropriate in the circumstances.
- 88.2 Should a Court then award the officer with compensation for clothing damage in the prosecution of an offender, the officer will then reimburse the Service the amount paid by the Service, or the amount awarded by the Court, whichever is the lesser.

89 Appointment of New Police Officers with Previous Experience

The arrangements for relevant commencement rank and pay point for new appointees as police officers are contained in relevant Service policy.

90 Rural and Remote Staffing Strategies

- 90.1 Police officers who volunteer to undertake six-month rotations to rural and remote centres as part of the Rural and Remote Staffing Strategy are not entitled to Domestic Travel and Relieving Expenses as prescribed at clause 76 of this Agreement. In lieu of these entitlements, officers will have access to Transfer Expenses as prescribed at clause 73 of this Agreement excluding any payments for accommodation expenses at the new centre where suitable accommodation is provided by the Service; storage of personal effects; expenses associated with the sale and purchase of home or land; dislocation allowance; and education assistance.

Officers who are subsequently transferred (gazetted) to the new centre upon completion of the rotation period and are subject to tenure at the rotation centre will be entitled to claim any remaining transfer expenses (as applicable) not previously claimable in relation to the initial rotation placement.

An officer gazetted to an isolated location is able to apply for lateral transfer after completing tenure in accordance with subclause 71.4 of this Agreement.

- 90.2 Vacancies advertised (including OIC) at both one and two officer stations may become recurrent vacancies for the life of the order of merit or 6 months whichever occurs earliest. Such officers on the order of merit may be considered for relevant vacancies that arise during the life of the recurrent vacancy pool.
- 90.3 Non-commissioned officers transferred at their existing rank to designated rural or remote locations may, at time of initial relocation, nominate a district of choice to which they can laterally transfer to after completion of their tenure period at the designated rural or remote location. The list of designated locations is to be managed through the Transfer Advisory Committee and

subject to approval of the Executive Director Human Resources. This provision only applies to those officers gazetted to the rural or remote location on or after the date the initial list of designated locations are agreed by the parties. Any officer making use of this provision for service at a designated rural or remote location which is subsequently removed from the list of designated locations, will maintain their District of choice at completion of tenure.

- 90.4 Non-commissioned officers who complete their first period (or new period) of tenure at designated hard to fill locations and agree in writing to remain at that location for a further two-year period, will if applicable be accelerated one pay point at completion of 12 months service in the additional period, and a further pay point at completion of 24 months. Such accelerated pay point progression is in addition to normal pay point progression prescribed at clause 13 of this Agreement. The designated hard to fill locations will be determined by the parties.

A maximum of 8 weeks paid or unpaid leave per annum will count towards the additional two-year period. Any excess leave periods will extend the two-year period accordingly.

A police officer who receives accelerated pay point/s and subsequently transfers from the designated location prior to the expiration of the two-year period will lose those accelerated pay point/s from the date of departure.

- 90.5 Human Resources Division will manage the lists of designated rural and remote, and “hard to fill” locations as provided for at subclauses 90.3 and 90.4.

PART EIGHT– REVIEWS

91 Operational Shift Allowance Review

The Service will undertake a review of the application of the OSA during the life of this Agreement, specifically in relation to the operational and financial viability of individual rosters. The Service undertakes to include QPUE representatives in the review process, and to provide timely advice of any proposed changes.

92 Officer in Charge Review

The Service will undertake a review during the life of this Agreement, specifically in relation to OIC categories and responsibilities including operational benefits and viability. As part of this review, Schedule 3 and subclauses 12.5 and 40 will be considered. The Service undertakes to include QPUE representatives in the review process, and to provide timely advice of any proposed changes.

The review will include but is not limited to the following:

- inequity of Category designations;
- inequity of recompense for designated duties and responsibilities;
- appropriateness of existing “staff” designations;
- officers not designated as OIC’s are required to perform OIC duties.

93 One and Two Officer Station Review

The Service will undertake a review of the application of the One and Two Officer Station allowance and provisions during the life of this Agreement, specifically in relation to the operational and financial viability of the allowance. As part of this review, subclauses 42 and 81 will be considered. The Service undertakes to include QPUE representatives in the review process, and to provide timely advice of any proposed changes.

The review will include but is not limited to the following:

- review of workload, shift arrangements and overtime (It is recognised that the workloads at some One and Two Officer Stations has increased significantly, particularly at those stations in close proximity to large population centres.)
- the parties commit to developing appropriate arrangements and if required appropriate clauses for inclusion in the next QPS Certified Agreement to address identified inequity and fatigue management issues.
- no current officer in receipt of this allowance will be financially disadvantaged during the life of this agreement.

PART NINE– PREVENTION AND SETTLEMENT OF DISPUTES

94 94.1 In the event of any disagreement between the Service and any officer as to the interpretation or implementation of this Agreement, the following dispute prevention and settlement procedures will be followed.

- (a) The matter is to be discussed between the officer concerned or the officer '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 officer 's representative to the appropriate management representative who will, 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 officer or officer 's representative to the Commissioner of the Police Service or their nominee, for discussion and appropriate action.
- (d) If the matter remains unresolved, it may then be referred by either the officer or the officer 's representative to the Queensland Industrial Relations Commission for conciliation of the matter.
- (e) In accordance with the *Industrial Relations Act 2016*, the Queensland Industrial Relations Commission is empowered to settle the matters in dispute.

94.2 At any step in the abovementioned dispute prevention and settlement procedure a police officer is entitled to be represented by an appropriate industrial organisation of employees.

94.3 Whilst the dispute prevention and settlement procedure is being followed:

- (a) Subject to the provisions of the *PSAA*, normal work is to continue except in the case of a genuine safety issue, provided that a police officer will continue to work normal work where there exist circumstances envisaged by the provisions of clause 15.2(e) and (f) of the Award.
- (b) The status quo existing before the emergence of a dispute is to continue and neither the Service nor the officer is to be prejudiced as to the final settlement of the matter by the continuation of the status quo.

94.4 In the pursuance of the dispute prevention and settlement procedure all relevant information will be provided.

94.5 For clause 94.1(a) of this Agreement and Part 2 – Dispute Resolution - of the Award, immediate supervisor may be read as decision maker.

- 95 To remove any doubt, the provisions at clause 11, Consultation – Introduction of changes- all employees, of the Award continue to apply as required by section 198(1)(a) *Industrial Relation Act 2016*.

SCHEDULE 1**SALARY RATES - POLICE OFFICERS**

1 July 2025			1 July 2026		1 July 2027	
	<i>Per</i>	<i>Per</i>	<i>Per</i>	<i>Per</i>	<i>Per</i>	<i>Per</i>
	<i>Fortnight</i>	<i>Annum</i>	<i>Fortnight</i>	<i>Annum</i>	<i>Fortnight</i>	<i>Annum</i>
CONSTABLE						
1	2,921.50	76,220	2,994.50	78,124	3,069.40	80,078
2	3,006.10	78,427	3,081.30	80,389	3,158.30	82,398
3	3,135.00	81,790	3,213.40	83,835	3,293.70	85,930
4	3,263.70	85,148	3,345.30	87,276	3,428.90	89,458
5	3,443.90	89,849	3,530.00	92,095	3,618.30	94,399
6	3,592.30	93,721	3,682.10	96,063	3,774.20	98,466
SENIOR CONSTABLE						
1	3,592.30	93,721	3,682.10	96,063	3,774.20	98,466
2	3,675.00	95,878	3,766.90	98,276	3,861.10	100,733
3	3,759.70	98,088	3,853.70	100,540	3,950.00	103,053
4	3,846.60	100,355	3,942.80	102,865	4,041.40	105,437
5	3,934.40	102,646	4,032.80	105,213	4,133.60	107,843
6	4,024.90	105,007	4,125.50	107,631	4,228.60	110,321
7	4,117.90	107,433	4,220.80	110,118	4,326.30	112,870
8	4,212.50	109,901	4,317.80	112,648	4,425.70	115,463
9	4,309.00	112,419	4,416.70	115,229	4,527.10	118,109
10	4,396.10	114,691	4,506.00	117,558	4,618.70	120,499
SERGEANT						
1	4,396.10	114,691	4,506.00	117,558	4,618.70	120,499
2	4,463.40	116,447	4,575.00	119,358	4,689.40	122,343
3	4,552.70	118,777	4,666.50	121,746	4,783.20	124,790
4	4,644.10	121,161	4,760.20	124,190	4,879.20	127,295
5	4,712.30	122,941	4,830.10	126,014	4,950.90	129,165
6	4,836.20	126,173	4,957.10	129,327	5,081.00	132,560
7	4,974.50	129,781	5,098.90	133,027	5,226.40	136,353
SENIOR SERGEANT						
1	5,034.40	131,344	5,160.30	134,629	5,289.30	137,994
2	5,086.40	132,701	5,213.60	136,019	5,343.90	139,419
3	5,163.60	134,715	5,292.70	138,083	5,425.00	141,534
4	5,228.30	136,403	5,359.00	139,812	5,493.00	143,308
5	5,319.30	138,777	5,452.30	142,247	5,588.60	145,803
6	5,452.50	142,252	5,588.80	145,808	5,728.50	149,452
7	5,588.70	145,805	5,728.40	149,450	5,871.60	153,186
INSPECTOR						
1	6,693.70	174,634	6,861.00	178,999	7,032.50	183,473
2	6,774.00	176,729	6,943.40	181,148	7,117.00	185,677
3	6,859.20	178,952	7,030.70	183,426	7,206.50	188,012
4	6,944.50	181,177	7,118.10	185,706	7,296.10	190,350
5	7,052.10	183,984	7,228.40	188,584	7,409.10	193,298
6	7,193.10	187,663	7,372.90	192,354	7,557.20	197,162
7**	7,293.70	190,287	7,476.00	195,044	7,662.90	199,920

1 July 2025			1 July 2026		1 July 2027	
	<i>Per Fortnight</i>	<i>Per Annum</i>	<i>Per Fortnight</i>	<i>Per Annum</i>	<i>Per Fortnight</i>	<i>Per Annum</i>
SUPERINTENDENT						
1	7,437.40	194,036	7,623.30	198,886	7,813.90	203,859
2	7,514.90	196,058	7,702.80	200,961	7,895.40	205,985
3	7,725.20	201,545	7,918.30	206,583	8,116.30	211,748
4	7,879.60	205,573	8,076.60	210,713	8,278.50	215,980
5	7,953.50	207,501	8,152.30	212,688	8,356.10	218,005
CHIEF SUPERINTENDENT						
1	8,068.40	210,499	8,270.10	215,761	8,476.90	221,156
2	8,261.60	215,539	8,468.10	220,927	8,679.80	226,450
3	8,426.90	219,852	8,637.60	225,349	8,853.50	230,981

Note:

** Annual salaries listed above are for reference purposes only (12.4 of the Award)*

*** Chief Inspector (Inspector 7) refer clause 12.8(c) of this Agreement*

**POLICE LIAISON OFFICERS, BANDPERSONS, ASSISTANT WATCHHOUSE OFFICERS AND
TORRES STRAIT ISLAND POLICE LIAISON OFFICERS**

OPERATIONAL STREAM

		1 July 2025		1 July 2026		1 July 2027	
		<i>Per Fortnight</i>	<i>Per Annum</i>	<i>Per Fortnight</i>	<i>Per Annum</i>	<i>Per Fortnight</i>	<i>Per Annum</i>
OO2	1	2,308.60	60,230	2,366.30	61,735	2,425.50	63,280
	2	2,382.70	62,163	2,442.30	63,718	2,503.40	65,312
	3	2,456.60	64,091	2,518.00	65,693	2,581.00	67,336
	4	2,529.70	65,998	2,592.90	67,647	2,657.70	69,337
OO3	1	2,575.10	67,183	2,639.50	68,863	2,705.50	70,585
	2	2,634.10	68,722	2,700.00	70,441	2,767.50	72,202
	3	2,694.80	70,305	2,762.20	72,064	2,831.30	73,867
	4	2,757.50	71,941	2,826.40	73,739	2,897.10	75,583
OO4	1	2,876.60	75,048	2,948.50	76,924	3,022.20	78,847
	2	2,969.50	77,472	3,043.70	79,408	3,119.80	81,393
	3	3,063.60	79,927	3,140.20	81,926	3,218.70	83,974
	4	3,157.50	82,377	3,236.40	84,435	3,317.30	86,546
OO5	1	3,240.50	84,542	3,321.50	86,656	3,404.50	88,821
	2	3,348.20	87,352	3,431.90	89,536	3,517.70	91,774
	3	3,457.00	90,191	3,543.40	92,445	3,632.00	94,756
	4	3,565.00	93,008	3,654.10	95,333	3,745.50	97,717
OO6	1	3,722.20	97,110	3,815.30	99,538	3,910.70	102,027
	2	3,821.20	99,692	3,916.70	102,184	4,014.60	104,738
	3	3,920.50	102,283	4,018.50	104,840	4,119.00	107,462
OO7	1	4,108.80	107,196	4,211.50	109,875	4,316.80	112,622
	2	4,209.60	109,825	4,314.80	112,570	4,422.70	115,385
	3	4,310.40	112,455	4,418.20	115,268	4,528.70	118,151

Note:

** Annual salaries listed above are for reference purposes only
(12.8 of the Award)*

SCHEDULE 2**POLICE SUPPORT OFFICERS – CONDITIONS OF EMPLOYMENT****ARRANGEMENT OF SCHEDULE****PART 1 – PRELIMINARY**

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Shift Employees

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PART 1 – PRELIMINARY

1.1 Coverage

This Schedule will apply to Operational Stream Employees (OSE) including Police Liaison Officers (PLO), Torres Strait Island Police Liaison Officers (TSIPLO), Assistant Watchhouse Officers (AWO) and Members of the Police Pipes and Drums Band and other Police Support Officers.

PART 2 – CLASSIFICATION STRUCTURE – OPERATIONAL STREAM

2.1 Operational Stream Employees

The following is the classification and pay structure for OSEs:

OSE	OO2 - OO4
Senior OSE 1 [Subject to below requirements]	OO5.1
Senior OSE 2 [Subject to below requirements]	OO5.2
Senior OSE 3 [Subject to below requirements]	OO5.3
OSE Coordinator [Subject to below requirements]	OO6.1

- (1) PLO's, TSIPLO's, AWO's and Members of the Police Pipes and Drums Band commence at pay point OO4.1. OSEs remunerated at OO4 are subject to normal pay point progression arrangements prescribed in the Award.
- (2) After 12 months continuous service at OO4.4, together with completion of face-to-face compulsory training requirements, satisfactory DAP and satisfactory vetting, an OSE will be entitled to be paid the equivalent of OO5.1 and be appointed as a Senior OSE 1.
- (3) A Senior OSE 1 with 2 years continuous service as such may progress and be appointed to a Senior OSE 2. The criteria will be satisfactory DAP and satisfactory vetting. The salary for Senior OSE 2 is OO5.2.
- (4) A Senior OSE 2 with 2 years continuous service as such may progress and be appointed to a Senior OSE 3. The criteria will be satisfactory DAP and satisfactory vetting. The salary for Senior OSE 3 is OO5.3.
- (5) The DAP should apply to the period immediately preceding the movement to Senior OSE 1, 2 or 3.
- (6) There are no further increments available to a Senior OSE beyond OO5.3.
- (7) Appointments to a PLO Coordinator position is by merit only. From the date of certification of this Agreement the commencing pay point is OO6.1 (PLO Coordinator Level 1). There are no further increments available to an OSE Coordinator beyond OO6.1.

- (8) The Drum Sergeant and the Pipe Major of the Police Pipes and Drums are remunerated at OO6 level.
- (9) A Drum Sergeant or Pipe Major with 2 years continuous service at OO6.3, together with completion of face-to-face compulsory training requirements, satisfactory DAP and satisfactory vetting, will progress to OO7.1. There are no further increments available to a Drum Sergeant or Pipe Major beyond OO7.1.

2.2 Assistant Watchhouse Officers – Recognition of Accredited Qualification

- (1) Financial recompense of \$42.80 per fortnight will be paid to Assistant Watchhouse Officers (AWOs) who meet the following requirements:
 - (a) obtain an accredited relevant qualification at Diploma level (AQF V) or higher achieved through training and assessment of competencies (including recognition of current competencies); and
 - (b) reach the maximum pay point within the classification level of OO4; and
 - (c) spend one calendar year on the maximum pay point (or, in the case of part time or casual employees have spent at least one calendar year and worked 1200 hours at the maximum pay point).
- (2) Financial recompense of \$42.80 per fortnight will be paid to Senior 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 classification level of OO5.3; and
 - (c) spend two calendar years on pay point OO5.3 (or, in the case of part time or casual employees have spent at least three calendar years and worked 3600 hours at OO5.3).

PART 3 – HOURS OF WORK, ROSTERING, OVERTIME

Non-Shift Employees

3.1 Hours of Work

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

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

- (2) OSEs have access to time off for time worked in excess of 152 hours per 28-day accounting period to be taken at a time convenient to the employee and the Service. Starting and ceasing times are to be agreed with the supervisor.
- (3) For the purposes of clause 15.6(d) of the Award preparation for starting and finishing work also applies to employees who are required to change clothing for the purposes of employment.

3.2 Accumulated Time Arrangements (ATA)

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

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

- (2) ATA may be accumulated for authorised work performed by an employee:
 - (a) in excess of a standard day; or
 - (b) outside the 6am to 6pm spread of hours; or
 - (c) when recalled for duty; or
 - (d) on public holidays or days substituted in lieu (excluding Labour Day), rest days, weekends or concessional days.
- (3) In the context of accumulation of time (to be taken at a later date), it should be noted that overtime may also be paid for work performed in excess of 10 hours per day; or for work performed outside the spread of hours; or for hours worked in excess of the maximum accumulated time in a 28-day period. The options to pay overtime or to grant time off in lieu of such overtime are addressed in the overtime clause at clause 3.3 of this Schedule.
- (4) In lieu of accumulating time pursuant to ATA, employees may be paid overtime rates where the Commissioner (or supervisor with the delegated authority) has approved the payment is appropriate in accordance with subclause (5) herein.
- (5) The approval of the Commissioner will be unfettered and will only be given based on persuasive evidence, including the following:
 - (a) steps taking by relevant managers to appropriately manage ATA in the past;
 - (b) explanation as to why those steps have been ineffective;
 - (c) explanation as to consideration of other options to approximately manage ATA;
 - (d) operational impacts, and
 - (e) budgetary implications.
- (6) Accumulation of time and access to time off will be subject to the approval of the employee's supervisor taking into account relevant operational requirements. However, approval must not be unreasonably refused.

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

- (7) An employee may not accumulate time unless work is available for the employee to perform and such work is performed during the period.

- (8) Employees are required to enter on their time sheets starting and ceasing times (including meal breaks) rounded to the nearest fifteen minutes (i.e. on the hour, or 15, 30 or 45 minutes past the hour).
- (9) The following conditions apply:
 - (a) Time accumulated by an employee during an accounting period or roster may be taken in the form of time off during that same accounting period or roster; or, subject to paragraphs (e) and (f) herein, may be carried forward to the next accounting period.
 - (b) Time off cannot be accessed unless the employee has accumulated the equivalent amount of time in credit.
 - (c) Time off will not be taken in periods of less than 15 minutes' duration.
 - (d) Time off of up to 30.4 hours may be allowed in any 28-day period.
 - (e) The maximum carry over of hours between accounting periods or rosters is 38 hours. No payment will be made for any excess hours: that is, such excess hours will be forfeited unless paragraph (f) herein applies.
 - (f) Provided that the Commissioner may approve a carry-over of hours or part thereof in excess of 38 hours for an employee in the following circumstances:
 - (i) where such employee was refused time off and hence exceeded the maximum carry-over limit as specified above due to a specific direction by the Commissioner to the employee to work certain hours; or
 - (ii) where an unforeseen absence on sick leave or other approved leave occurs upon days immediately preceding the end of an accounting period or roster.

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

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

Action in relation to unsatisfactory time management which leads to a direction to work the hours of a standard day should be addressed as outlined in Positive Performance Management directive.

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

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

3.3 Overtime

- (1) Except for those employees directed to work the hours of a standard day, overtime applies when time is worked in excess of 10 hours per day, or outside the spread of hours.
- (2) The Commissioner (or Delegate) will determine whether overtime is to either be paid or compensated for in the form of equivalent time off in lieu.

- (3) Employees remunerated above the salary for the Queensland Public Service classification level AO5.4 are not entitled to paid overtime but are compensated for overtime in the form of equivalent time off in lieu in accordance with the ministerial directive relating to Hours, Overtime and Excess Travel as amended from time to time.
- (4) Where time is taken as time off in lieu, it is managed in accordance with the Accumulated Time Arrangements.
- (5) Where an employee is paid overtime, there is no entitlement to time off in lieu at a later date.
- (6) Subject to approval, where overtime is payable, it may be compensated by a combination of time off in lieu (in accordance with ATA arrangements) and a paid component.
- (7) An employee recalled to perform duty after completing ordinary hours or at least two hours prior to commencing ordinary hours will be compensated either by the payment at overtime rates (where applicable) with a minimum payment of two hours or by accumulation of time in accordance with clause 3.2 of this 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.

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

Monday to Saturday:

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

Sunday:

Double Time.

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

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

3.4 Rest Days

- (1) Unless otherwise agreed and/or subject to operational requirements, each employee will be allowed two whole consecutive rest days off in each week.

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

3.5 Penalties for Weekend Work

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

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

3.6 Occasional Shift Work Performed by a Non-Shift Employee

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

Shift employees

3.7 Hours of Work

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

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

- (3) Employees will be notified of their rostered hours at least one week in advance of the roster:

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

- (4) Changes within a roster will be by agreement between the Commissioner and the employee concerned but failing agreement 24 hours' notice of a change of roster will be given where justifiable. Approval may also be given to a change to rostered shifts where mutually agreed between one employee and another.
- (5) No shift worker will perform more than two consecutive shifts.

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

- (6) For the purposes of clause 15.6(d) of the Award, preparation for starting and finishing work also applies to employees who are required to change clothing for the purposes of employment.

3.8 Overtime

- (1) Overtime applies to all approved time worked in excess of the ordinary rostered hours of work.
- (2) The Commissioner will determine whether overtime will either be paid or compensated for in the form of equivalent time off in lieu:

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

- (3) An employee recalled to perform duty after completing an ordinary shift or at least two hours prior to commencing an ordinary shift will be paid at overtime rates (if applicable) with a minimum payment of two hours.
- (4) Shift workers will be paid for overtime at the rate of double time.

3.9 Shift Penalties

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

As from the date of certification of this Agreement employees who works a shift, for which overtime is not payable, will be paid in addition to their ordinary salary a shift penalty of 20% if a continuous period of four (4) hours is worked between 10.00pm and 2.00 am.

As from the date of certification of this Agreement, employees who works a shift for which overtime is not payable, will be paid in addition to their ordinary salary a shift penalty of 25% if a continuous period of four (4) hours is worked between 2.00am and 6.00am.

Provided that the penalties at 3.9 are not cumulative and do not apply to shift work performed where clauses 3.10 and 3.11 of this Schedule apply.

3.10 Penalties for Weekend Work

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

worked between midnight on Saturday and midnight on Sunday will be paid for at the rate of double time.

3.11 Public Holidays

- (1) Public holidays, whether work is done upon them or not will be on full pay.
- (2) Subject to clause 3.12 of this Schedule, 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 will be paid an additional day's wage for each such day on which the employee is rostered off.

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

- (4) Public holidays that coincide with a rostered shift are not debited against an employee's leave balances where they fall during a period of leave.
- (5) For the purposes of clause 24.5 of the Award and for PLOs only, "Staff members Who Do Not Ordinarily Work Monday to Friday of Each Week" will be defined as those PLOs who have worked a minimum of 18 Saturday and/or Sunday ordinary shifts in the 12 months prior to the relevant Public Holiday. PLOs who meet this definition and comply with clause 24.5 of the Award will be entitled to a substituted day's leave where not rostered to work a shift on that day.

3.12 Combining of Penalties

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

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

PART 4 – ALLOWANCES

4.1 Night Operational Shift Allowance (NOSA)

A NOSA payment of 20% of the employee's base rate per shift, will be paid to shift employees for the duration of each shift worked commencing on or between the hours of 6pm and 2am. For ordinary shifts greater than 8 hours where 8 ordinary hours are worked after 6pm, the NOSA will be paid for the hours worked after 6pm. NOSA is payable for ordinary shifts worked Monday to Sunday, including public holidays. There will not be regular rostering of shifts commencing at 3am or 4am. NOSA is not payable when LNOSA applies.

4.2 Late Night Operational Shift Allowance (LNOSA)

A LNOSA payment of 25% of the employee's base rate per shift, will be paid to shift employees where four ordinary hours are worked between 2am and 6am. Provided that payment of this allowance is in lieu of payment of NOSA prescribed at clause 41.

4.3 On-Call Allowance – Operational stream employees

Provisions relating to on-call allowances for Operational stream employees are found at clause 18.6 of the Award.

4.4 Recall – Operational stream employees on-call

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

4.5 Locality Allowance

Locality Allowance as per clause 37 of this Agreement is paid to Operational stream employees.

4.6 Clothing Allowance - Operational Stream Employees

The clothing allowances and conditions prescribed at clause 13.3 of the *Queensland Police Service Employees Award – State 2016* apply.

4.7 Operational Shift Allowance – Assistant Watchhouse Officers

An individual roster of Assistant Watchhouse Officers, working in operational shift positions, may apply for approval for the roster to move to an Operational Shift Allowance (OSA) roster in accordance with clause 43 of this Agreement. Final approval is subject to agreement between the Commissioner and the QPUE.

Conditions relating to OSA rostering as prescribed at subclauses 25.1, 25.3 to 25.6, 25.7(a) to (i), 36 and 39 of this Agreement apply.

PART 5 – LEAVE

5.1 Annual Leave for Continuous Shift Workers – Operational Stream Employees

Annual leave for continuous shift workers in accordance with clause 20.2(c) of the Award, only applies after the employee has been engaged on such work for at least a 28 consecutive calendar day period.

Such annual leave is payable calculated at the employee's ordinary salary plus 27.5% leave loading.

5.2 OSA Equity Leave

Where Watchhouse officers on OSA work a minimum of 46 weekend shifts (or 368 ordinary hours for those officers performing 9 or 10-hour shifts) and a minimum of 7 public holiday shifts in an Equity year, they will be credited with a one-off special leave credit of 38 hours leave on the first day of the next Equity year. This entitlement initially applies to shifts worked in the Equity year ending 16 April 2027. The leave credit must be utilised by 30 September of the year following the granting of the leave credit, and if not utilised by that date, may be forfeited.

There is no pro-rata calculation of the minimum weekend and public holiday shifts under any circumstances. The full number of shifts prescribed to be worked in the Equity year must be worked whilst in receipt of OSA. If a part-time or flexible hours OSA officer meets the required minimum number of weekend and public holiday shifts, they will be credited with the full 38 hours special leave credit.

5.3 Critical Incident Leave

- (1) Operational stream employees will be entitled to a maximum of 3 days paid "Critical Incident Leave" when the Operational stream employee has been involved in a critical incident.

- (2) A “critical incident” is defined in accordance with s. 5A.2 (as amended) of the *PSAA* or in addition will include:
 - (a) incidents where a reportable death occurs in the course of or as a result of police operations as prescribed at s.8(3)(h) (as amended) of the *Coroner’s Act 2003*; and
 - (b) a highly traumatic incident in which a person dies or is admitted to hospital for treatment of serious injuries.

5.4 Purchased Leave – Operational stream employees

QPS HR policy provides for Operational stream employees to agree to access purchased leave up to a maximum of six weeks per calendar year and receive a proportionate salary over a full twelve-month period, where it meets the operational needs of the Service.

5.5 Police Officers appointed as Operational stream employees

Police officers who transition without any break in employment to an Operational stream employee position covered by this Agreement will retain their actual sick leave balance.

PART 6 – MISCELLANEOUS

6.1 Higher Duties – Operational stream employees

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

6.2 Part-Time Employment – Operational stream employees

- (1) Where it is essential for a part-time employee to work beyond the daily approved part-time hours, the excess hours may be compensated for either in accordance with the ATA Arrangements or by an additional payment for the extra hours at the ordinary hourly rate of pay plus a loading of 1/12th of the hourly rate in lieu of annual leave. The Commissioner will determine the method by which such excess time will be compensated.
- (2) Where additional ordinary hours are performed by a part-time/flexible hours employee, such employee can only utilise sick leave or carer’s leave from additional ordinary hours when at least 50% of the additional hours on any day are actually performed.

SCHEDULE 3

OFFICERS IN CHARGE – CATEGORIES

(1) Application and Purpose

This Schedule applies to an Officer in Charge (OIC) of a station, branch, section or establishment and details the following entitlements:

- (a) Essential criteria for receipt of allowance;
- (b) Duties and responsibilities (criteria) for qualification as an OIC; and
- (c) OIC categories for the purpose of determining which OIC allowance should apply, as prescribed by clause 42 of this Agreement.

- (2) This Schedule does not apply to one officer stations, QPCYWAs or Residential Beats. OICs at two officer stations have entitlement to the OIC allowance.

(3) Definitions

3.1 **Number of Staff:** The number of staff reporting to an OIC will be based on the approved strength for the station or section. For an OIC of a Watchhouse or other establishment with “rotational” staff, the number of staff reporting to an OIC will be based on “actual strength”. No current OIC will be financially disadvantaged as a result of this provision relating to Watchhouses or other establishments with rotational staff.

3.2 As from date of certification, all newly designated OIC positions will automatically receive a Category A allowance (Sections) or Category B allowance (Stations) until the numbers of approved strength, as outlined in subclause 3.1 requires category change.

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

(b) **Staff:** The term “staff” will refer to the following employee classifications:

- (i) Sworn police officers;
- (ii) Operational stream employees covered by this Agreement;
- (iii) Communications Operators;
- (iv) Intelligence Officers;
- (v) Station Client Service Officers;
- (vi) Evidence Management (Property and Electronic Media) Staff (Central Exhibits Facility);
- (vii) Protective Services Officers;
- (viii) Civilian Prosecutors; and
- (ix) As agreed between the Service and the QPUE from time to time, unsworn employees performing functions and duties previously performed by sworn police officers, as a result of civilianisation.

(4) Essential Criteria for Receipt of OIC Allowance

- (a) Officer must be a designated OIC;
- (b) Officer must have at least one subordinate;
- (c) There must be a genuine and demonstrated reporting relationship of staff to an OIC position;
- (d) Only one Sergeant or Senior Sergeant may be approved as OIC for each establishment;
- (e) Officer must perform all of the duties and responsibilities listed below in subclause (5); and
- (f) An OIC entitlement cannot be approved if a section is the primary responsibility of a commissioned officer.

(5) Duties and Responsibilities of an OIC

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

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

(6) Station OIC - Sergeants

Sergeant OIC Categories	
Allowance payable (Refer clause 40 of this Agreement)	
Category B	

(7) Station OIC – Senior Sergeants

Senior Sergeant OIC Categories	
Number of staff excluding the OIC	Allowance payable (Refer clause 40 of this Agreement)
Up to 44 staff	Category B
45 to 84 staff	Category C
85 or more staff	Category D

(8) Section OIC - Sergeants

The following table prescribes the number of staff required in a section to determine the relevant OIC category allowance payable:

Sergeant OIC Categories	
Number of staff excluding the OIC	Allowance payable (Refer clause 40 of this Agreement)
1 to 7 staff	Category A
8 or more staff	Category B

(9) Section OIC - Senior Sergeants

The following table prescribes the number of staff required in a section to determine the relevant OIC category allowance payable:

Senior Sergeant OIC Categories	
Number of staff excluding the OIC	Allowance payable (Refer clause 40 of this Agreement)
12 to 15 staff (less than 12 staff if the section performs a district, regional or state-wide function)	Category A
16 to 44 staff	Category B
45 to 84 staff	Category C
85 or more staff	Category D

(10) Stations and Sections with Designated Officer in Charge Positions

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

SCHEDULE 4**QUEENSLAND POLICE SERVICE SICK LEAVE BANK ARRANGEMENTS****ARRANGEMENT OF SCHEDULE****PART 1 – PRELIMINARY**

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PART 1 – PRELIMINARY**1.1 Title**

This Schedule will be known as “Queensland Police Service Sick Leave Bank Arrangements”.

1.2 Coverage

This Schedule will apply to the Service (as the employer) as defined herein, and to all police officers whose salaries and rates of pay are prescribed by the prevailing industrial instrument.

1.3 Statement of Objectives

The Sick Leave Bank is established for the purpose of assisting police officers who are genuinely unable to discharge their normal duties due to a chronic and/or long-term medical condition. This benefit should be treated as a benefit of last resort, and is not intended to replace income protection or other personal insurance.

1.4 Definitions

- (1) "Bank" will mean the Sick Leave Bank.
- (2) "Contributions" will 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 police officer's accrued sick leave balance.
- (3) "Committee" will mean the Sick Leave Bank Consultative Committee which will administer the Bank.

- (4) "Hours of Annual Leave" will mean the annual leave balance at the time of application/consideration. It does not include future leave deductions (for example, recreation leave booked to be accessed at a future date).
- (5) "Prevailing industrial instrument" will mean the current *Queensland Police Service Certified Agreement 2019*, and in the event of there being no agreement, the *Queensland Police Service Employees Award – State 2016* as amended or replaced from time to time.
- (6) "Representative" will mean a person nominated by the Service or Unions to be a member of the Committee.
- (7) "Service" will mean the Queensland Police Service.
- (8) "Unions" will 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 police officer accepts all conditions outlined in this Schedule.
- (3) Applications to access the benefits of the Bank must be forwarded to the Bank at the earliest opportunity by the injured/ill police officer or representative (including OIC/manager).

2.2 Benefits

- (1) A police officer who is in receipt of benefits from the Bank for any period, will, 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) Periods of leave in receipt of the benefits of the Bank are to be treated as leave without pay and therefore the provisions of Minister for Industrial Relations directive 15/24: Leave without Salary Credited as Service [as amended from time to time] apply.

2.3 Function of Committee

- (1) Composition of Committee
 - (a) The Committee will consist of voting representation as follows:
 - (i) one (1) representative of the Service, who will 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 will have equal voting power, and the decision of a majority will prevail.

- (b) The Committee will also have a non-voting Secretary from the Service who will perform duties which include management the administration of the Bank, attendance at all meetings, the taking of minutes. In addition, the Secretary will 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) The Committee will meet as often as is required for the proper operation of the Bank but at an interval of no more than one month.

Out-of-session meetings/decisions can be made at the discretion of the Committee Chair.

- (3) The Service and Unions by request will be provided with all data that is collected in relation to the absenteeism monitoring of police officer of the Service.

2.4 Contributions to Bank

- (1) An officer will contribute in accordance with the following:
 - (a) As from the commencement of any financial year, all police officers will 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 an officer in receipt of the Bank's benefits at the time of annual contribution is waived.
 - (b) A new police officer will immediately contribute two (2) days of sick leave, and thereafter will 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

The balance of the Bank at the end of each financial year will be carried forward to the next year, and the Bank balance is to be maintained by the Secretariat.

2.6 Consideration of Information

- (1) The Service will ensure that the Committee is able to consider any and all information relevant to a police officer's application to the Bank so as the Bank may make the appropriate decision on a case-by-case basis.

- (2) In accordance with applicable legislation, the privacy of an officer's medical information will be protected at all times.

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) The Committee reserves the right to refuse, withdraw or amend benefits accorded to an officer. In the following examples, (but not limited to those examples), the officer will not be entitled to benefits and, if in receipt of benefits, those benefits will be withdrawn if a police officer:
 - (a) is not entitled to receive Sick Leave Bank benefits during the first 12 months of employment as a police officer; subject to 2.10 of this Schedule;
 - (b) does not maintain a reasonable level of contact with the Service to the satisfaction of the Committee. "Reasonable level of Contact" along with timely provision of all medical certificates and doctor's reports;
 - (c) does not reciprocate contact offered by the Service, within a timeframe to the satisfaction of the Committee;
 - (d) does not ensure sufficient and current contact details have been supplied to the Service at all times to the satisfaction of the Committee;
 - (e) does not comply with requests from the Committee for the receipt of medical certification including any information and documents relevant to that police officer'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 police officer'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.
- (2) Where injury or illness results from activity relating to work, a claim must be lodged immediately by the injured police officer to the prevailing workers' compensation scheme.
- (3) A police officer who is overpaid benefits will repay those benefits under the appropriate procedures.

- (4) Benefits will not be granted for “carer’s leave”.
- (5) Benefits will not be granted as reimbursement for any type of paid leave.
- (6) Benefits will be paid for pregnancy related illness, up to a date 6 weeks prior to the due date of birth.
- (7) Members who have more than 40 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.
- (8) The Sick Leave Bank Committee has the absolute authority to determine that an officer has had “sufficient support”.

2.9 Work related injury or illness

Whilst the primary purpose of the Sick Leave Bank is to support officers who do NOT have work related injuries/illness, the SLB Committee may support members with work related injuries/illnesses if:

- if the employee would be entitled to sick leave, had the member any leave balance, and
- the employee has returned to work at the QPS on a Suitable Duties Plan; and
- the employee has less than 40 hours of Annual Leave.

2.10 Exceptional Circumstances

In exceptional circumstances, the SLB Committee has the absolute authority to provide support to members in excess of the above-mentioned guidelines.

2.11 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.

Any reconsideration decision is final, and given it is a decision of a joint committee and not the employer, is not reviewable by the Service.

SCHEDULE 5**RURAL LOCALITY INCENTIVE PAYMENT SCHEME****ARRANGEMENT OF SCHEDULE****PART 1 – PURPOSE AND HISTORY****PART 2 – APPLICATION AND SCOPE****PART 3 – AMOUNT****PART 4 – ELIGIBILITY**

Part-Time	4.1
Termination of Entitlement	4.2

PART 5 –PAYMENT

Permanent Service	5.1
Temporary Service	5.2
Paid Leave	5.3
Leave Without Pay	5.4
Relieving in Non-Designated Locations	5.5
Area Allowance	5.6

PART 1 – PURPOSE AND HISTORY

- 1.1** The purpose of Rural Locality Incentive (RLI) payments is to attract and retain police officers to designated remote and rural locations.
- 1.2** The arrangements and amounts herein are effective from date of certification of this Agreement and are not adjusted.

PART 2 – APPLICATION AND SCOPE

- 2.1** RLI payments are payable to police officers who are appointed to and perform duty in the designated locations outlined in this Schedule. RLI payments are also payable to those police officers undertaking temporary service/relieving at designated locations in accordance with Section 5.2 below.
- 2.2** RLI payments are not included in the assessment or calculation of other entitlements, such as leave loading, overtime or shift/weekend penalties.
- 2.3** Designated locations are outlined as follows:

Northern Region / Far Northern Region		Southern Region		Central Region		Brisbane Region	North Coast Region
Coen	Laura	Adavale	Hungerford	Alpha	Jundah	Dunwich**	Fraser Island (K'Gari)**
Croyden	Mt Surprise	Augathella	Morven	Aramac	Longreach	Russell Island**	
Forsayth	Thursday Island	Bollon	Mungallala	Barcaldine	Muttaburra	Macleay Island**	

Georgetown	Prairie	Charleville	Murgon	Blackall	Tambo
Greenvale	Richmond	Cunnamulla	Quilpie	Ilfracombe	Windorah
Horn Island	Weipa	Eromanga	Thargomindah	Isisford	Winton
Hughenden		Eulo	Wyandra	Jericho	Yaraka
All locations in Mt Isa District where the Area Allowance* does not apply.					

* Area Allowance as provided for at Clause 27 of this Agreement.

** Entitlement is 50% of the RLI payment

PART 3 – AMOUNT

The annual payment amounts for the RLI are indicated as follows:

Annual Payment Amounts

Year	Amount
1 st year	\$ 4,000
2 nd year	\$ 5,000
3 rd and subsequent years	\$ 7,000

Progression from one amount to another is on a calendar basis and is not disrupted by an absence due to work requirements, relieving or paid leave.

RLI payments are subject to PAYG tax.

PART 4 – ELIGIBILITY

4.1 Part Time

Part-time officers appointed to a designated location are eligible for a pro-rata rate of the amounts prescribed at Part 3.

4.2 Termination of Entitlement

A police officer's eligibility for RLI payments ceases upon employment separation or a permanent transfer/appointment to a non-designated location.

PART 5 – PAYMENT

Annual RLI payments will be made in arrears in accordance with the amounts prescribed at Part 3.

5.1 Permanent Service

RLI payments for permanent service will be made annually in January in respect of whole months of continuous recognised service in a designated location during the twelve months preceding 1 January. Each instance of continuous permanent service in a designated location will be treated separately for the purpose of RLI payments.

Upon a payment in January based on the 'Year 1' amount, a police officer will be deemed to have completed 'Year 1' and to have commenced 'Year 2' on 1 January. Similarly, on a payment in January

based on the 'Year 2' amount, a police officer will be deemed to have completed 'Year 2' and to have commenced 'Year 3' on 1 January. This 'deeming' arrangement applies only for the purpose of RLI payments.

Where a police officer's eligibility for RLI payments ceases because of employment separation or a permanent transfer/appointment to a non-designated location, a pro-rata payment, based on completed whole months of recognised service since the previous 1 January, will be made at the time of eligibility ceasing.

A police officer who takes up permanent service at a designated location after serving at a non-designated location, having previously received an RLI payment, will be eligible for that same level of payment.

5.2 Temporary Service

RLI payments for completed whole months of temporary service will be made at the time of ceasing the temporary service. Payments will be based on the 'Year 1' amount only. Each instance of continuous temporary service will be treated separately for the purpose of RLI payments.

5.3 Paid Leave

Eligibility for RLI payments is not disrupted when a police officer takes paid leave. Leave on half-pay will attract a pro-rata rate of RLI payments.

5.4 Leave without Pay

Any leave without pay will not attract RLI payments.

5.5 Relieving in Non-Designated Locations

Eligibility for RLI payments is suspended after 42 calendar days when relieving or otherwise working in a non-designated location in a temporary capacity.

5.6 Area Allowance

A police officer is not entitled to receive RLI payments when in receipt of an Area Allowance.

Previous service at an Area Allowance centre will be recognised in determining the level of RLI payment following appointment to a designated location.

A police officer stationed at a centre where Area Allowance is payable in accordance with this Agreement but residing at a designated location outlined in Part 3 above, will be entitled to the RLI payment in accordance with this Schedule. Area Allowance is not payable in these circumstances where the police officer is not living in the community attracting Area Allowance.

For periods where sufficient QPS/Government housing or rental housing on the open market within the community is not available, and as a consequence a police officer appointed to an Area Allowance location after applying for housing within the community, has to reside outside the community at a location where both Area Allowance and RLI payments do not apply, then RLI payments will apply. Where housing does become available to such police officer in the Area Allowance community, that such officer receiving RLIP as per above, is offered appropriate housing in the community, and such offer is not accepted, then RLI payment immediately ceases.

SCHEDULE 6

CPI UPLIFT ADJUSTMENT (CUA) AND WAGES CLAUSE

Wage Increases

- (1) This Agreement provides for the following wage increases:
 - a. For agreement year 1, an increase of 3% effective from 1 July 2025 and paid on the *applicable rate* at 30 June 2025.
 - b. For agreement year 2, an increase of 2.5% effective from 1 July 2026 and paid on the *preceding agreement rate*.
 - c. For agreement year 3, an increase of 2.5% effective from 1 July 2027 and paid on the *preceding agreement rate*.
- (2) In addition, where the *Brisbane CPI figure* exceeds the relevant wage increase provided at clause (1) during the corresponding *CUA period*, a CPI Uplift Adjustment ('CUA') will be triggered as outlined below.
 - a. For *CUA period 1*:
 - i. a *CUA is triggered* when the March 2026 *Brisbane CPI figure* exceeds the 3% wage increase at clause (1)(a);
 - ii. the amount of the CUA triggered will be equivalent to the percentage difference between the March 2026 *Brisbane CPI figure* and the 3% wage increase, to a cap of 0.5%.
 - b. For *CUA period 2*:
 - i. a *CUA is triggered* where the March 2027 *Brisbane CPI figure* exceeds the 2.5% wage increase at clause (1)(b);
 - ii. the amount of the CUA triggered will be equivalent to the percentage difference between the March 2027 *Brisbane CPI figure* and the 2.5% wage increase, to a cap of 1%.
 - c. For *CUA period 3*:
 - i. a *CUA is triggered* where the March 2028 *Brisbane CPI figure* exceeds the 2.5% wage increase at clause (1)(c);
 - ii. the amount of the CUA triggered will be equivalent to the percentage difference between the March 2028 *Brisbane CPI figure* and the 2.5% wage increase, to a cap of 1%.

Eligibility

- (3) To be eligible for the above wage increases, it is a requirement that:
 - (a) A person must be employed under this agreement on or after certification to be entitled to any wage increase under (1) and (2) above; and
 - (b) If a *CUA is triggered* in any agreement year, a *current employee* will be eligible for the CUA:
 - i. Where the CUA is triggered pursuant to (2)(a), provided the employee was employed under this agreement during *CUA period 1*.
 - ii. Where the CUA is triggered pursuant to (2)(b), provided the employee was employed under this agreement during *CUA period 2*.
 - iii. Where the CUA is triggered pursuant to (2)(c), provided the employee was employed under this agreement during *CUA period 3*.
 - (c) Despite clause (3)(b), a person who is not a *current employee* will become eligible for the CUA only when they provide the relevant information as required by Queensland Shared Services to HR Assistance (HRAssistance@police.qld.gov.au) confirming that:
 - i. Where the *CUA is triggered* pursuant to (2)(a), the person was employed under this agreement during *CUA period 1*.

- ii. Where the *CUA is triggered* pursuant to (2)(b), the person was employed under this agreement during *CUA period 2*.
- iii. Where the *CUA is triggered* pursuant to (2)(c), the person was employed under this agreement during *CUA period 3*.

Payment of the CUA

- (4) The *CUA entitlement crystallises*, and therefore is payable where:
 - a. The *CUA is triggered* for a CUA period; and
 - i. The employee eligibility requirements at clause (3)(a)-(b) are met; or
 - ii. The relevant information set out in clause (3)(c) is provided.
- (5) Where the *CUA entitlement crystallises*:
 - a. For *CUA period 1* payment will apply as if it had formed part of the increase at clause (1)(a).
 - b. For *CUA period 2* payment will apply as if it had formed part of the increase at clause (1)(b).
 - c. For *CUA period 3* payment will apply as if it had formed part of the increase at clause (1)(c).
- (6) Payment will be made no later than the pay period that is 3 months after the *CUA entitlement crystallises*.
- (7) Where an employee receives the award rate of pay at any time during a CUA period, this is taken to be absorbed such that any award payment within that period is taken to form part of the CUA.

Salary Schedules and Other Financial Elements

- (8) The salary schedules at Schedule 1 reflect the wage increases provided for at sub-clause 1.
- (9) The salary schedule rates will be increased where the *CUA entitlement crystallises* and will have a compounding effect for the purposes of subsequent increases pursuant to sub-clause (1) and (if applicable) sub-clause (5).
- (10) Any allowances and/or other financial elements that increase pursuant to sub-clause 1, will also increase and compound in accordance with the CUA if the *CUA entitlement crystallises*.
- (11) Where the CUA entitlement crystallises in any agreement year, the Queensland Police Service will publish updated rates reflecting this on a public facing website.

Definitions

- *Applicable rate*
 - Means the higher of the final rate under the [Queensland Police Service Certified Agreement 2022] or the relevant parent award rate at the nominal expiry date of the [Queensland Police Service Certified Agreement 2022].
- *Brisbane CPI figure*
 - Means the relevant through the year March CPI outcome (All Groups Brisbane) as published by the Australian Bureau of Statistics.
- *CUA is triggered*
 - Means
 - When, for *CUA period 1*, the March 2026 *Brisbane CPI figure* published by the ABS exceeds the wage increase of 3%
 - When, for *CUA period 2*, the March 2027 *Brisbane CPI figure* published by the ABS exceeds the wage increase of 2.5%
 - When, for *CUA period 3*, the March 2028 *Brisbane CPI figure* published by the ABS exceeds the wage increase of 2.5%.
- *CUA entitlement crystallises*
 - Means that
 - the *CUA is triggered* for a particular *CUA period* in accordance with clause (2); and

- the employee eligibility requirements outlined in clause (3)(a)-(b) are met; or
 - the information provided in the exceptions at clause (3)(c) is provided.
- *CUA period*
Means:
 - For *CUA period 1* – on or after certification of this agreement and between 1 July 2025 to 30 June 2026; or
 - For *CUA period 2* – on or after certification of this agreement and between 1 July 2026 to 30 June 2027; or
 - For *CUA period 3* – on or after certification of this agreement and between 1 July 2027 to 30 June 2028.
- *Current employee*
 - Means a person employed under this agreement on or after certification who continues to be employed under this agreement at the date the *CUA entitlement crystallises*. In the case of a current casual employee, they must also have performed work under the agreement within the 12-week payroll period immediately prior to the date the *CUA entitlement crystallises*.
- *Preceding agreement rate*
 - Means:
 - For Agreement Year 2, the relevant agreement rate of pay for Agreement Year 1 reflecting the increase at sub-clause (1)(a) and any increase at sub-clause (5)(a) where the *CUA entitlement crystallises*.
 - For Agreement Year 3, the relevant agreement rate of pay for Agreement Year 2 reflecting the increase at sub-clause (1)(b) and any increase at sub-clause (5)(b) where the *CUA entitlement crystallises*.

SCHEDULE 7**GENERAL DUTIES (GDs) PAYMENT**

General Duties definition - for the purpose of the general duties payment, general duties roles are limited to those non-commissioned, front-line, taskable, first responders at police stations and police beats only (including OICs and DDOs). Roles or positions that have similar, transferable or duplicate functions to general duties are not to be included.

To remove any doubt the following are NOT general duties for the purposes of the payment:

- Watchhouse officers (excluding rotations from GD stations)
- Vulnerable Person Units;
- Tactical Crime Squads;
- Rapid Action Patrols;
- Railway Squad;
- Water Police;
- Dog Squad;
- Road Policing/Traffic Branch;
- Criminal, Forensic or other investigator roles;
- District Tasking and Coordination Centre roles (DTACC);
- Crime Assessment Management roles (CAM).

General Duties (GDs) Payment

A General Duties (GDs) payment will be paid to Constables, Senior Constables, Sergeants and Senior Sergeants substantively appointed to a general duties role (as defined above), on the application date.

The payment will be divided into two (2) annual payments of \$4000*

- (a) The application date for payment one (1) is 31 January 2026;
- (b) The application date for payment two (2) is 31 January 2027.

**pro-rata for an employee working less than full-time*

SIGNATORIES

Signed by the Commissioner of the Queensland Police Service: S. W. GOLLSCHESKI

In the presence of: K. T. MATLEY

Signed for and on behalf of the Queensland Police Union of Employees: S.A. PRIOR

In the presence of: K. T. MATLEY

Signed for and on behalf of The Queensland Police Commissioned
Officers' Union of Employees: K.E. JOHNSON

In the presence of K. T. MATLEY