

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* - s. 698 - reprint of award

**POLICE SERVICE AWARD - STATE 2003**

Following the Declaration of the General Ruling in the 2011 State Wage Case (matter numbers B/2011/17 and B/2011/19), the Police Service Award - State 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Police Service Award - State 2003 as at 1 September 2011.

Dated 1 December 2011.

[L.S.] G.D. Savill  
Industrial Registrar

**POLICE SERVICE AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Police Service Award - State 2003.

**1.2 Arrangement**

Subject Matter	Clause No.
<b>PART 1 - APPLICATION AND OPERATION</b>	
Title	1.1
Arrangement	1.2
Award coverage	1.3
Area of operation	1.4
Date of operation	1.5
Definitions	1.6
<b>PART 2 - FLEXIBILITY</b>	
Enterprise flexibility	2.1
Procedures to implement facilitative award provisions	2.2
<b>PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION</b>	
Prevention and settlement of disputes	3.1
Employee grievance procedures	3.2
<b>PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS</b>	
Vacancies to be advertised	4.1
Part-time employment	4.2
Performance of higher duties	4.3
Introduction of change	4.4
Anti-discrimination	4.5
<b>PART 5 - WAGES AND WAGE RELATED MATTERS</b>	
Salaries	5.1

Allowances	5.2
------------	-----

## PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

Hours of work	6.1
Implementation of 38 hour week	6.2
38 hour week - procedures for work area level discussions	6.3
Overtime	6.4
Overtime considerations	6.5
Meal breaks	6.6
Rosters	6.7
Rest days	6.8
Recall to duty	6.9
Shift penalty	6.10
Special services	6.11

## PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

Annual leave	7.1
Sick leave	7.2
Long service leave	7.3
Family leave	7.4
Bereavement leave	7.5
Public holidays	7.6
Jury service	7.7

## PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

Transfers	8.1
-----------	-----

## PART 9 - TRAINING AND RELATED MATTERS

Training, learning and development	9.1
------------------------------------	-----

## PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

Uniforms	10.1
Barracks and lockers	10.2

## PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Right of entry	11.1
Time and wages record	11.2
Union delegates	11.3
Union encouragement	11.4
Industrial relations education leave	11.5
Posting of award	11.6

### Schedule 1

#### **1.3 Award coverage**

This Award applies to Employees whose salaries and rates of pay are prescribed by this Award and to the Commissioner of police as the employer.

#### **1.4 Area of operation**

This Award operates throughout the State of Queensland.

#### **1.5 Date of operation**

This Award takes effect from 1 December 2003.

#### **1.6 Definitions**

1.6.1 The "Act" means the *Industrial Relations Act 1999*, as amended or replaced from time to time.

1.6.2 "Commission" means the Queensland Industrial Relations Commission.

- 1.6.3 "Commissioner" means the Commissioner of police appointed pursuant to the provisions of the *Police Service Administration Act 1990*.
- 1.6.4 "Detective" means any police officer who holds the classification of Detective and who is for the time being employed as a Detective.
- 1.6.5 "Employee" means any person who has been appointed to the Queensland Police Service in accordance with the *Police Service Administration Act 1990* and whose rate of pay is contained in this Award.
- 1.6.6 "Plain Clothes Duty" means any work performed by a police officer other than a Detective which has been directed to be performed in plain clothes.
- 1.6.7 "Police Support Officer" means an Employee of the Queensland Police Service, who has been appointed as such and who satisfactorily completes a required and approved course of training orientated towards a range of police duties. Such officers will carry out the assigned duties of a Police Support Officer for which they have been appropriately trained and be under the control or direction of a designated police officer. A Police Support Officer does not include temporary or permanent administrative or clerical staff.
- 1.6.8 "Practicable" means in the fair and reasonable opinion of the Commissioner of police. Where any dispute arises from any decision of the Commissioner in this regard, such matters will be processed in accordance with clause 3.2 herein.
- 1.6.9 "Shift Work" means work performed by an Employee at stations to which there are 3 or more Employees permanently attached where the rostered ordinary hours of shift workers are within a spread in excess of 14 hours per day. The term "Shift Work" shall not include work performed by an Employee who mainly or ordinarily works regular daily hours of duty nor to Employees at one-officer or 2 officer stations.
- 1.6.10 "Union" means The Queensland Police Commissioned Officers' Union of Employees or the Queensland Police "Union of Employees".

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1 Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and Employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

### **2.2 Procedures to implement facilitative award provisions**

Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the Commissioner and the Union or the Commissioner and the majority of Employees affected, the following procedures will apply:

- 2.2.1 Facilitative Award provisions can be negotiated between management and Employees who are directly affected by such proposals or between management and the Union depending upon the particular Award provisions.
- 2.2.2 Employees may be represented by their local Union delegate/s and have the right to be represented by their local Union official/s.
- 2.2.3 Facilitative Award provisions can only be implemented by agreement.
- 2.2.4 In determining the outcome from facilitative provisions, neither party should unreasonably withhold agreement.
- 2.2.5 Agreement is defined as obtaining consent of greater than 50% of Employees affected or of the Union depending upon the particular Award provisions.
- 2.2.6 Where a provision refers to agreement by the majority of Employees affected, all Employees directly affected

will be consulted as a group. Should the consultation process identify Employees in specific concerns which relate to either equity or occupational health and safety issues such concerns may be catered for on an individual basis subject to operational requirements.

2.2.7 Any agreement reached must be documented, and must incorporate a review period.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Prevention and settlement of disputes**

3.1.1 The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.

3.1.2 Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work:

Provided that normal work is to continue where there exists circumstances envisaged by the provisions of clause 6.1.5, and in life threatening situations.

3.1.3 There is a requirement for management to provide relevant information and explanation and consult with the appropriate Employee representatives.

3.1.4 In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures will apply:

(a) The matter is to be discussed by the Employee's Union representative and/or the Employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion is to take place within 24 hours and the procedure will not extend beyond 7 calendar days.

(b) If the matter is not resolved as per clause 3.1.4(a) above, it is to be referred by the Union representative and/or the Employee/s to the appropriate management representative who will arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 calendar days.

(c) If the matter remains unresolved it may be referred to the Commissioner or nominee for discussion and appropriate action. This process should not exceed 14 calendar days.

(d) If the matter is not resolved then it may be referred by either party to the Commission for conciliation.

3.1.5 Nothing contained in this procedure will prevent Unions or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

### **3.2 Employee grievance procedures**

The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion; to reduce the level of disputation; and to promote efficiency, effectiveness and equity in the workplace. This procedure applies to all industrial matters within the meaning of the Act.

*Stage 1* - In the first instance the Employee will inform the immediate supervisor of the existence of the grievance and they will attempt to solve the grievance. It is recognised that an Employee may exercise the right to consult an Union representative during the course of Stage 1.

*Stage 2* - If the grievance remains unresolved, the Employee will refer the grievance to the next in line management ("the manager"). The manager will consult with the parties and attempt to resolve the grievance. The Employee may exercise the right to consult, or be represented by such Employee's Union representative during the course of Stage 2.

*Stage 3* - If the grievance is still unresolved, the manager will advise the Commissioner and the aggrieved Employee may submit the matter in writing to the Commissioner if such Employee wishes to pursue the matter further. If desired by either party, the matter will also be notified to the Union. The Commissioner will ensure that:

(a) the aggrieved Employee or such Employee's Union representative has the opportunity to present all aspects of the grievance;

(b) the grievance will be investigated in a thorough, fair and impartial manner.

The Commissioner may appoint an independent person to investigate the grievance. The Commissioner may consult

with the Union in appointing an investigating Employee. The appointed person will be other than the Employee's supervisor or manager.

If the matter is notified to the Union, the investigating Employee will consult with the Union during the course of the investigation. The Commissioner will advise the Employee initiating the grievance, such Employee's Union representative and any other Employee directly concerned of the determinations made as a result of the investigation of the grievance.

The Commissioner may delegate grievance resolution powers under clause 3.2 to a nominated representative.

The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

Stage 1 Discussions should take place between the Employee and such Employee's supervisor within 24 hours and the procedure shall not extend beyond 7 calendar days.

Stage 2 Not to exceed 7 calendar days.

Stage 3 Not to exceed 14 calendar days.

If the grievance is not settled the matter will be referred to the Commission by the Employee or the Union.

Subject to legislation, while the grievance procedure is being followed, normal work is to continue, except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue whilst the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work:

Provided that normal work is to continue where there exists circumstances envisaged by the provisions of clause 6.1.5, and in life threatening situations.

Where the grievance involves allegations of sexual harassment, an Employee may commence the procedure at Stage 3.

## **PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **4.1 Vacancies to be advertised**

Where any position becomes vacant or any new position is created relating to a rank of or above that of senior constable, the Commissioner will, prior to any permanent appointment being made, cause to be published in the first reasonably available *Queensland Police Gazette* a notice of such vacancy which will invite applications from all those Employees wishing to compete for the position.

Clause 4.1 will apply to positions relating to constables only where specialised skills and/or qualifications are required.

### **4.2 Part-time employment**

4.2.1 "Part-time Employee" means an Employee, who is engaged to work rostered regular hours on pre-determined days of the week for less than 38 hours per week. A part-time Employee will not be entitled to a programmed day off.

4.2.2 Employees must have at least 12 months satisfactory policing experience to be eligible for part-time employment.

4.2.3 Except where otherwise provided, all conditions applying to full-time Employees will apply to part-time Employees, where applicable.

4.2.4 Police officers who are employed as part-time Employees will not in any way have their lawful duties and responsibilities abrogated.

4.2.5 Part-time Employees will be paid an hourly rate equal to 1/76th of the ordinary fortnightly rate prescribed for the classification under which they are engaged.

4.2.6 (a) A part-time Employee may be directed or rostered to fill temporarily the office of either a part-time or full-time Employee of higher rank.

(b) Extra remuneration will be paid for such duty under the same provisions for full-time Employees.

4.2.7 (a) Where the period of rostered duty exceeds 5 hours, half an hour will be allowed for a meal.

(b) Where the period of rostered duty exceeds 5 hours, where Practicable, such meal breaks are to be taken not

earlier than one hour and not later than 5 hours after the commencement of the working period or shift.

- (c) Where the rostered working period or shift is 8 hours or more, the existing Award provisions for a meal break will apply.

#### 4.2.8 Overtime

- (a) Clause 4.2.8 does not apply to commissioned officers.
- (b) Overtime rates will be paid where the total hours worked by an Employee in any one day or shift exceeds any time in excess of the ordinary rostered hours of full-time Employees of that station, section or establishment.
- (c) The hours worked in any one day in excess of the agreed daily hours of a part-time Employee, but less than the ordinary hours of a full-time Employee of that station, section or establishment, will be remunerated at ordinary rates.
- (d) A part-time Employee recalled to duty will be paid in accordance with the recall provision for full-time Employees.
- (e) Part-time Employees at stations where not more than 2 officers are regularly employed will be paid *pro rata* of the allowance paid to full-time Employees at such station in lieu of overtime as prescribed in clauses 4.2.8(b), 4.2.8(c) and 4.2.8(d).
- (f) Part-time Employees detailed for duties of the Queensland Police Youth Citizens Welfare Association who are engaged wholly or mainly on such duties will be paid overtime consideration as referred to in clause 4.2.8(e).

#### 4.2.9 Allowances

- (a) Locality allowance will be paid on a proportionate basis under the same provisions as for full-time Employees.
- (b) Travelling/relieving allowances will be paid under the same provisions for full-time Employees.
- (c) Part-time Employees will be entitled to receive on a *pro rata* basis clothing and Detective allowances where applicable.
- (d) Diving, Special Emergency Response Team and dog handlers' allowance paid to full-time Employees will be extended to part-time Employees where applicable.
- (e) All other allowances available to full-time Employees will be available to part-time Employees on a *pro rata* basis where applicable.

#### 4.2.10 Public holidays

- (a) Clause 4.2.10 will not apply to commissioned officers.
- (b) A part-time Employee will be entitled to receive *pro rata* entitlements to public holidays in accordance with clause 7.6.

#### 4.2.11 Leave

- (a) A part-time Employee will be entitled to receive *pro rata* entitlements to annual leave and sick leave, in accordance with clauses 7.1 and 7.2.
- (b) Part-time Employees will be granted bereavement leave on the same conditions applicable to full-time Employees, based on consecutive working days.
- (c) All other leave entitlements available to full-time Employees will be available to part-time Employees on a *pro rata* basis where applicable.

### 4.3 Performance of higher duties

- 4.3.1 Where an Employee is directed or rostered to fill temporarily the office of an Employee of higher rank, or a vacant office of higher rank to which an appointment has not been made, the Employee will be paid extra remuneration at the rate applicable to the higher rank as provided in 4.3.2:

Provided that the Employee:

(a) fills temporarily the position for more than 5 consecutive shifts not including rest days;

(b) performs all of those duties and accepts all of those responsibilities for the time being associated with the position.

4.3.2 In each case the amount of extra remuneration payable to an Employee will be the difference between the Employee's salary and the minimum salary prescribed for the rank to which the Employee relieves.

If an Employee who is temporarily filling an office of higher rank goes on annual or sick leave, such leave will not be deemed to interrupt the period of performance of such duties if the Employee goes back to the same duties on the return from leave.

An Employee absent on annual leave will continue to receive the extra remuneration to which the entitlement under clause 4.3 applies if the Employee had been receiving such extra remuneration for at least 12 months preceding the commencement of the Employee's leave.

#### **4.4 Introduction of change**

##### *4.4.1 Commissioner's duty to notify*

Where the Commissioner has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Commissioner will notify the Employees who may be affected by the proposed changes and their Union.

"Significant effects" include termination of employment, major changes in the composition, operation or size of the Queensland Police Service workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.

Where the Award makes provision for alteration of any of the matters referred to herein an alteration will be deemed not to have significant effect.

##### *4.4.2 Commissioner's duty to discuss change*

The Commissioner will discuss with the Employees affected and their Union, *inter alia*, the introduction of the changes referred to in clause 4.4.1, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees.

The discussion will commence as early as Practicable after a definite decision has been made by the commissioner to make the changes referred to in clause 4.4.1.

For the purpose of such discussion, the commissioner will provide in writing to the Employees concerned and their Union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on Employees, and any other matters likely to affect Employees:

Provided that the Commissioner will not be required to disclose confidential information, the disclosure of which would be inimical to the interests of the Queensland Police Service.

#### **4.5 Anti-discrimination**

4.5.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:

(a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity, and association with, or relation to, a person identified on the basis of any of the above attributes:

(b) sexual harassment; and

(c) racial and religious vilification.

4.5.2 Accordingly, in fulfilling their obligations under the grievance disputes and settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.5.3 Under the *Anti-Discrimination Act 1991*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.5.4 Nothing in clause 4.5 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (b) an Employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission, Queensland.

## **PART 5 - WAGES AND WAGE RELATED MATTERS**

### **5.1 Salaries**

The salaries as prescribed in this Award are expressed in both annual and fortnightly rates. The annual amounts are shown for information purposes only.

Salaries shall be paid fortnightly and may at the discretion of the employer be paid by electronic funds transfer.

The actual rates of salaries payable to the following will be:

	Per Fortnight \$	Per Annum \$
<b>Constable</b>		
1st pay point	1,569.20	40,892
2nd pay point	1,612.60	42,132
3rd pay point	1,664.30	43,373
4th pay point	1,711.90	44,614
5th pay point	1,759.50	45,855
<b>Senior Constable</b>		
1st pay point	1,833.20	47,671
2nd pay point	1,878.60	48,963
3rd pay point	1,924.00	50,148
<b>Sergeant</b>		
1st pay point	1,997.70	52,071
2nd pay point	2,047.20	53,364
3rd pay point	2,096.70	54,656
<b>Senior Sergeant</b>		
1st pay point	2,200.60	57,365
2nd pay point	2,260.00	58,916
<b>Inspector</b>		
1st pay point	2,754.70	71,821
2nd pay point	2,802.20	73,061
3rd pay point	2,849.80	74,302
4th pay point	2,897.40	75,543
5th pay point	2,944.90	76,784
6th pay point	2,992.50	78,025
<b>Superintendent</b>		
1st pay point	3,111.30	81,127
2nd pay point	3,162.90	82,471
3rd pay point	3,190.60	83,195
4th pay point	3,265.90	85,159
<b>Chief Superintendent</b>		
1st pay point	3,388.80	88,365
2nd pay point	3,458.10	90,174

Police Support Officers: Salaries to be determined.

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2011 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, award amendments to give effect to enterprise



agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

## 5.2 Allowances

### 5.2.1 *Bush patrol*

Employees detailed for bush patrol and other duties who use their own camping out equipment when required to camp out of doors will be paid an allowance of \$11.84 per night.

The amount prescribed above will be increased annually, rounded to the nearest cent, in line with the March "All Groups" Brisbane CPI figure, with the increase effective from 1 July each year.

### 5.2.2 *Clothing*

(a) (i) An Employee appointed and/or directed to perform duty in plain clothes is entitled to an allowance at the rate of \$60.30 per fortnight (\$1,573.20 per annum).

(ii) Where an employee is appointed to perform duty in plain clothes on a permanent basis that Employee will on such appointment be paid the first 13 fortnights' clothing allowance in advance. After the expiration of such 13 fortnight period the fortnightly amount will be paid.

(iii) Where an employee is directed to perform duty in plain clothes the fortnightly allowance is payable after the expiration of a period of 20 working days effective from the date of commencement of such duty.

(iv) The amount prescribed in clause 5.2.2(a)(i) will be increased annually, rounded to the nearest cent, in accordance with the March "All Groups" Brisbane CPI figure, with the increase effective from 1 July each year.

(v) There is no entitlement to the allowance in clause 5.2.2 on cessation of the duties in plain clothes provided that the allowances will continue to be paid until the Employee ceases to wear plain clothes.

(b) (i) An Employee required to wear stockings as part of uniform will be paid an allowance at the rate of \$12.06 per fortnight (\$314.63 per annum).

(ii) The amount in clause 5.2.2(b)(i) is 20% of the clothing allowance referred to in clause 5.2.2(a)(i), rounded to the nearest cent, and will increase accordingly, rounded to the nearest cent, each time the clothing allowance increases.

(c) Where an Employee:

- (i) has obtained a certificate from a legally qualified medical practitioner confirming pregnancy; and
- (ii) is physically unable to wear a uniform;

such an Employee is entitled to wear plain clothes and receive the fortnightly allowance as prescribed in clause 5.2.2(a)(i).

(d) Where the allowance as prescribed in clause 5.2.2(a)(ii) is paid to an Employee and such Employee ceases to be eligible for payment of the allowance, otherwise than by death, that Employee is liable to repay the Queensland Police Service any amount paid in advance in accordance with the following formula:

$A \times B$

Where A is the number of the fortnights between the cessation of eligibility for payment of the allowance and the last working day of the 13 fortnight period and B is the fortnightly allowance.

The repayment of the allowance may be mutually acceptable method between the Police Service and the Employee.

### 5.2.3 *Costs of conveyance*

(a) The employer will provide an Employee with either transport, or the cost of conveyance, or an allowance of 69c per kilometre for the use of a private motor vehicle, in addition to any other entitlements, when an Employee is directed or rostered to perform duty away from such Employee's usual station, headquarters or

section.

- (b) The employer will advise the Employee of the transportation arrangements prior to the commencement of such duty.
- (c) The allowance is not payable when the employer provides transport at no cost to the Employee.
- (d) Payment of the allowance will only apply to kilometres in excess of those travelled by an Employee between such Employee's usual residence and usual place of employment.
- (e) When directed by the employer to travel a route which incurs a toll, the Employee will be reimbursed such expenses.
- (f) Clause 5.2.3 does not apply when an Employee elects to return to such Employee's usual residence during such period of duty as referred to in 5.2.3(a).
- (g) The amount prescribed in clause 5.2.3(a) is set in accordance with the Automobile 1601cc to 2600cc rate applicable to public service officers through Directive No. 6/07 issued pursuant to the *Public Service Act 1996* which may be amended from time to time. The amount prescribed in clause 5.2.3(a) will be increased from the same effective date as any future increase to the Automobile 1601cc to 2600cc rate prescribed in the Directive.

#### 5.2.4 *Detective*

- (a) A spending allowance for out-of-pocket expenses is payable to:
  - (i) operational Detectives; or
  - (ii) appointed operational plain clothes non-commissioned officers and constables, and other operational Employees performing duty in plain clothes and appointed full-time to undertake criminal investigational duties;and where the Employee is involved in or conducts investigations which normally bring such Employee into contact with members of the general community in the course of these investigations.
- (b) (i) An Employee who is entitled to the allowance as prescribed by clause 5.2.4(a)(i) will be paid an allowance of \$52.27 per fortnight (\$1,363.67 per annum).
- (ii) An Employee who is entitled to the allowance as prescribed by clause 5.2.4(a)(ii) will be paid an allowance of \$43.09 per fortnight (\$1,124.18 per annum).
- (c) There is no entitlement to the allowance as prescribed by clause 5.2.4(a) on cessation of those duties.
- (d) (i) From 1 July 2008, the amount prescribed in clause 5.2.4(b)(i) will be set at 2.5% of Senior Constable pay point 2.5 and rounded to the nearest cent.
- (ii) From 1 July 2008, the amount prescribed in clause 5.2.4(b)(ii) will be set at 2% of Senior Constable pay point 2.5 and rounded to the nearest cent.

#### 5.2.5 *Diving*

An Employee who actually performs authorised diving duties on any day will be paid an allowance of \$6.83 per day.

#### 5.2.6 *Dog handlers*

- (a) Where a police dog is kennelled at the home of a dog handler, and such Employee is required to care for and maintain the dog during hours rostered off duty, the Employee will be paid an allowance at the rate of \$157.50 per calendar fortnight.
- (b) This allowance is not payable in respect of any day during which the Employee's dog is kennelled away from the Employee's residence or being otherwise cared for at the expense of the Queensland Police Service.
- (c) This allowance is exclusive of all food and equipment needed to properly care for and maintain the dog.
- (d) Subject clause 5.2.6 (b), this allowance is payable during all periods of leave.

#### 5.2.7 *Locality allowance - entitlements*

- (a) Locality allowances will be paid, subject to clauses 5.2.10(g) and 5.2.12(i), to an Employee stationed in localities distant from the capital for increased cost of living, climatic conditions, isolation, the requirements of the *Police Service Administration Act 1990* that an Employee will not refuse transfer to any part of the State, and any disabilities of police service in different parts of the State.
- (b) An Employee stationed at one of the centres in the Schedule to the *Policeman's Manual* will be paid locality allowance at the rates defined hereunder for the respective centre, namely:
  - (i) An Employee who proves to the satisfaction of the Commissioner that the Employee has a dependent spouse and/or child or children will be paid the rate of locality allowance set opposite the respective centre in the Schedule. Should the Employee's circumstances change at any time such Employee must immediately notify the Commissioner of police.
  - (ii) Any other Employee will be paid half of the rate of locality allowance prescribed in the Schedule, provided however that in special and exceptional circumstances the Commissioner may approve that an Employee be paid the full rate of allowance.
  - (iii) For the purposes of clause 5.2.7, a person should be regarded as a dependant when such person does not receive remuneration in excess of the Queensland Minimum Wage.
- (c) Allowances, where paid to husband and wife or persons living in a *de facto* relationship:
  - (i) Where a husband and wife not living separately and apart, or persons living in a *de facto* relationship, are both Employees in the Queensland Police Service and are both eligible for locality allowances, then each will be paid one-half of the rate set forth opposite the respective centre in the Schedule.
  - (ii) Where an Employee lives with a spouse or lives in a *de facto* relationship with another person, and that spouse or other person is employed by the Crown in right of the State of Queensland in a capacity other than that of an Employee in the public service and is eligible for a locality allowance, then the aforesaid Employee eligible for a locality allowance under clause 5.2.7, will be paid one-half of the rate set forth opposite the respective centre in the Schedule.
  - (iii) The provisions of clauses 5.2.7(i) and (ii) apply whether or not the Employee or Employees concerned have a dependent child or children.
- (d) Allowances, Employees on leave - The allowances provided for in clause 5.2.7 will be paid to an Employee absent on annual leave, sick leave, and long service leave, or on special leave in such cases as the Commissioner may determine. When an Employee is on leave without pay no allowance will be paid.

#### 5.2.8 *On-call allowance*

- (a) The provisions of clause 5.2.8 do not apply to Employees receiving the overtime considerations allowance in clause 6.5. Further, clause 5.2.8 does not apply to commissioned officers in so far as remuneration is concerned.
- (b) (i) "On call" means an arrangement in which an Employee is rostered or directed by a commissioned officer to be available for a minimum period of 4 hours to respond forthwith for duty outside of their ordinary working hours or shifts.
- (ii) A commissioned officer must give reasonable consideration to vary an on call roster where an Employee has requested an alteration because of a valid reason. Such consideration may include, but not be limited to, Employees with family responsibilities.
- (iii) Employees notified that they are on call must remain able to be contacted by telephone or paging system for all of the time that they have been advised to be on call.
- (c) (i) Rates of pay for on call duty other than a rest day or programmed day off:
 

An Employee being placed on call for other than a rest day or programmed day off will be paid for each hour or part thereof that the Employee is on-call, at the rate of 4% of the hourly rate of a senior constable paypoint 2.2.
- (ii) Rates of pay for on call duty on rest days and programmed days off:
 

An Employee being placed on-call on a rest day or a programmed day off will be paid for each hour or part thereof that the Employee is on-call, at the rate of 7% of the hourly rate of a senior constable paypoint 2.2.

- (d) Payment in accordance with clause 5.2.8 will not be made in respect of any period for which payment is otherwise made in accordance with the provisions of clause 6.9 (Recall to duty) or clause 6.4 (Overtime).
- (e) (i) When an Employee is placed on-call the Queensland Police Service will provide a paging system for all of the time the Employee has been advised to be on-call.
- (ii) An Employee who owns a personal paging system may agree to allow the employer to access that system.
- (iii) The rental on the personal paging system will be reimbursed by the employer on a *pro rata* basis for the period of time within the billing period that the officer was actually on call.
- (f) No Employee is required to be placed on-call during any period of leave.
- (g) The employer is to provide an Employee with either transport, the cost of conveyance, or an allowance of 45 cents per kilometre for the use of private vehicles for any travel resulting from being on call.

This payment will only apply where an Employee has made trips to and from work that are additional to travel resulting from such Employee's ordinary hours of work.

- (h) Where the employer extends a telephone system such that calls are extended, diverted or redirected to an Employee's place of residence, that Employee will be paid 50% of the on call provisions of clause 5.2.8.

#### 5.2.9 Prisoner's rations

- (a) Where an employee is required to ration prisoners confined in lock-ups, such an employee will be paid \$10.00 per meal supplied to each prisoner.
- (b) The amount prescribed in clause 5.2.9(a) is set in accordance with the Overtime Meal Allowance lower tier rate applicable to public service officers through Directive No. 1/06 issued pursuant to the *Public Service Act 1996* which may be amended from time to time. The amount prescribed in clause 5.2.9(a) will be increased from the same effective date as any future increase to the Overtime Meal Allowance lower tier rate prescribed in the Directive.

#### 5.2.10 Relieving allowance

- (a) Entitlement - An Employee, who is required to take up duty away from such Employee's headquarters to relieve another Employee or to perform special duty within Australia and necessarily lodges or resides temporarily away from such Employee's usual place of residence will, except where otherwise provided, be paid the rates prescribed under clause 5.2.12, (travelling allowance).
- (b) Expenses exceeding entitlement - An Employee to whom 5.2.10(a) applies, will, in respect of each continuous absence, have the option of claiming either:
  - (i) the applicable rates of relieving allowance prescribed in 5.2.10(a); or
  - (ii) when during the whole period of any continuous absence from headquarters of an Employee on duty the sum of the actual and necessary expense incurred by such Employee exceeds the total amount payable at the rate prescribed the Employee will be granted such additional sum as the Commissioner may deem fair and reasonable plus an allowance for incidental expenses of \$10.00 for each overnight stay.
- (c) Calculation of entitlement
  - (i) Relieving allowances will be paid from the time of departure from the Employee's residence or headquarters as the case may be at the beginning of the journey and will cease from the time of return to the Employee's residence or headquarters as the case may be at the end of the journey.
  - (ii) When during any period of 24 hours an Employee is eligible for travelling allowance and relieving allowance, the total amount payable will not exceed a full day's allowance at the appropriate rate prescribed under clause 5.2.12.
  - (iii) Unless otherwise determined by the Commissioner, no allowance under clause 5.2.10 will be paid to an Employee absent on leave.
- (d) Temporary duty
  - (i) When relieving or on special duty at a station or elsewhere and required to be absent therefrom on duty

(except at home station) the appropriate rates shown in clause 5.2.12, (travelling allowance) will be paid.

Any period of absence of any Employee at any temporary station or elsewhere will be counted as continuous as from the date of arrival at such temporary station or elsewhere, and will not be broken by reason of absence on duty from such temporary station or elsewhere.

- (ii) Clause 5.2.10 will not apply to an Employee, who, when relieving or on special duty, is not required to reside away from such Employee's home or home station, or who is able to obtain meals from such Employee's home or home station, or who is sent for relieving or special duty at any of the stations in the metropolitan area, or within the boundaries of the city or town in which the Employee is stationed or in respect of any period spent by the Employee at such Employee's home or home station on rest days or duty whilst on such relieving or special duty.

(e) Locality entitlements when relieving

- (i) When an Employee to whom clause 5.2.10 applies temporarily resides at a particular centre away from such Employee's normal headquarters, the arrangements in respect of locality allowance applicable at the normal headquarters will continue during the first 42 days.

After the first 42 days, the arrangements in respect of locality allowance applicable to the centre of relieving duty applies.

- (ii) Where an Employee exercises the option of claiming actual and necessary expenses plus an allowance for incidental expenses as prescribed in clause 5.2.10(b), any locality allowance received or any locality allowance applicable at the particular centre will be disregarded in calculating the actual and necessary expenses incurred.

#### 5.2.11 *Special Emergency Response Team*

- (a) An Employee who is detailed to perform full-time duty as an operational member of the Special Emergency Response Team (SERT) will be paid an allowance of \$41.90 per fortnight whilst so attached.
- (b) An Employee who is detailed to perform part-time duties as an operational member of the SERT will be paid an allowance of \$41.90 per fortnight for any participation in authorised SERT activities within that fortnight.
- (c) The allowance prescribed in clause 5.2.11 is not payable on any form of leave, excluding rest days and programmed days off and when recalled to duty.

#### 5.2.12 *Travelling allowance*

An Employee necessarily absent from headquarters on duty within Australia is entitled to the provisions of clause 5.2.12 subject to approval in each case by the Commissioner.

(a) General conditions

- (i) Documentary evidence - Payments made in accordance with clause 5.2.12 are subject to the Employee producing documentary evidence (receipts, itemised statements, certification etc.) as required by the Commissioner.
- (ii) Meals during overnight absences - The payment of appropriate meal allowances to an Employee in relation to the first and last day of an Employee's overnight absence from headquarters or home will be made in accordance with the following arrival and departure times:

Lunch - Where the Employee departs earlier than 1.30 p.m. or returns later than 1.30 p.m.

Dinner - Where the Employee departs earlier than 6.30 p.m. or returns later than 6.30 p.m.

In the case of breakfast, an Employee is not eligible for payment of a meal allowance upon departure. However, the meal allowance is payable for each subsequent breakfast during the period of the Employee's absence.

- (iii) Deduction of meal allowances - An Employee should not claim a meal allowance in respect of a meal that is provided at the expense of the Queensland Police Service or as part of a fare already paid (e.g. catered meal at conference where the cost was included in the registration fee or a meal provided on an aircraft where the cost was included in the airfare).
- (iv) Allowances not payable during leave - Travelling allowance is not paid to an Employee on leave except

in the case of illness or any other case determined by the Commissioner.

- (v) Cost of conveyance - Travelling allowance is in addition to the cost of conveyance.
- (vi) Telephone calls, telegrams and postage - Official telephone calls, telegrams and postage costs are to be paid by the Queensland Police Service.
- (vii) Incidental allowance - The incidental allowance is paid to cover expenses including, but not limited to, items of the following nature:
  - newspapers, magazines;
  - snacks including coffee, tea or drinks etc;
  - private telephone calls; and
  - personal items necessary for the travel.
- (viii) Certification by officer following overnight absence from headquarters - At the conclusion of the journey, the Employee is required to certify that the official travel was undertaken in accordance with the approved itinerary.

Any change to the itinerary resulting in variation of payments or changed costs (e.g. claiming actuals instead of meal allowances) should be appropriately acquitted.

(b) Absences not extending overnight

- (i) Where absence from headquarters or home extends at least 12 hours - An Employee will be paid an allowance of \$32.00 (excludes breakfast meal allowance) for expenses incurred in purchasing meals.
- (ii) Where absence from headquarters or home is less than 12 hours - No allowance is payable except in circumstances where an Employee is required to purchase an expensive meal or meals as an integral part of travel (e.g. catered lunch during a one day conference). In this instance, actual and reasonable expenses incurred for a meal or meals may be refunded at the discretion of the Commissioner upon the production of receipts.

Where an Employee returns after 6.30 p.m. \$21.00 dinner allowance is payable.

(c) Absences extending overnight

An Employee will be paid the undermentioned allowances:

- (i) Where accommodation is supplied by the Service at no expense to the Employee:

\$10.00 - Breakfast  
\$11.00 - Lunch  
\$21.00 - Dinner

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

In addition to the above allowances, an amount of \$10.00 per overnight stay for incidental expenses will be paid.

- (ii) Where accommodation and meals supplied by the Service at no expense to the Employee:

\$10.00 per overnight stay for incidental expenses.

- (iii) Where private accommodation is obtained (i.e. with relatives or friends):

Appropriate meal allowances as prescribed in clause 5.2.12(c)(i) above in addition to a special incidental expenses allowance of \$25.00 per overnight stay.

- (iv) Where the Employee obtains accommodation and meals:

- (A) Capital cities (including Canberra and Darwin but excluding Sydney):

\$10.00 - Breakfast  
\$11.00 - Lunch  
\$21.00 - Dinner  
\$92.00 - Per overnight stay for accommodation expenses

\$10.00 - Per overnight stay for incidental expenses.

(B) Sydney

\$10.00 - Breakfast

\$11.00 - Lunch

\$21.00 - Dinner

\$106.00 - Per overnight stay for accommodation expenses

\$10.00 - Per overnight stay for incidental expenses.

(C) Other places

\$10.00 - Breakfast

\$11.00 - Lunch

\$21.00 - Dinner

\$55.00 - Per overnight stay for accommodation expenses

\$10.00 - Per overnight stay for incidental expenses.

- (D) Where accommodation charges at a particular centre exceed the prescribed amount for that centre the Employee may be granted reimbursement of actual and necessary expenses considered reasonable by the Commissioner upon the production of receipts.

Where the purchase of meals exceed the relevant total amount applicable for the whole of the absence the Employee may be granted reimbursement of actual and necessary expenses considered reasonable by the Commissioner upon the production of receipts.

- (v) Where an Employee will be detained or expected to be detained in a centre for an extended period:

Actual reasonable accommodation expenses in addition to the appropriate meal allowances prescribed in clause 5.2.12(c)(i) above plus \$10.00 per overnight stay for incidental expenses.

- (vi) Where an Employee is required to travel overnight by train:

(A) An Employee may travel by railway (and is entitled to travel first class except when escorting prisoners) if the train service is suitable and convenient. The Employee will be provided with a sleeping berth if in the opinion of the Commissioner it is necessary, and if it is possible to secure a sleeping berth. Whenever an Employee does not travel by railway such Employee will, upon furnishing receipts for such payment, be repaid the actual costs of the necessary and most economical means of conveyance provided that the prior approval of the Commissioner or duly authorised officer was obtained for the use of such conveyance.

(B) An Employee travelling by train overnight will be paid the appropriate meal allowances as prescribed in clause 5.2.12(c)(i);

or

actual reasonable expenses for meals where the cost of the meals exceeds the relevant total amount and receipts are furnished. \$10.00 per overnight stay for incidental expenses will also be paid.

- (vii) Where an Employee is required to travel overnight by plane:

\$10.00 per overnight stay for incidental expenses.

(d) Advances on allowances

On application from an Employee, an advance may be approved for periods of absence from headquarters up to 3 weeks with progressional advances for each subsequent 3 week period for which an Employee makes application. Such advance will be 100% of total estimated costs based on actual accommodation charges or accommodation allowances (where applicable), meal allowances (where applicable) and incidental allowances.

(e) Temporary duty

When on temporary duty at a station or elsewhere and required to be absent there from on duty (except at home station) the rates shown in clauses 5.2.12(b) and 5.2.12(c) will be paid.

Any period of absence of any Employee at any temporary station or elsewhere will be counted as continuous as from the date of arrival at such temporary station, or elsewhere, and will not be broken by reason of

absence on duty from such temporary station or elsewhere.

Clause 5.2.12(e) does not apply to an Employee who, when on temporary duty, is not required to reside away from such Employee's home or home station, or who is able to obtain meals from such Employee's home or home station, or who is sent for temporary duty at any of the stations in the metropolitan area or within the boundaries of the city or town in which the Employee is stationed or in respect of any period spent by the Employee at such Employee's home or home station on rest days or duty whilst on such temporary duty.

(f) Allowance on transfer

An Employee, when transferred from one station to another will in addition to the relevant allowances for the other days of the journey, be paid the appropriate allowances from the time of necessarily vacating quarters up to the time of departure (if the same is proved to the satisfaction of the Commissioner).

An Employee is paid such allowances pertaining to the day of arrival on transfer and the next following day as the Commissioner believes to be warranted by the settling-in expenses incurred.

(g) Calculation of entitlement

Travelling allowance is paid from the time of departure from the Employee's residence or headquarters as the case may be at the beginning of the journey and ceases from the time of return to the Employee's residence or headquarters as the case may be at the end of the journey.

(h) When an Employee travels between places at which different rates of daily travelling allowances apply either because of location or circumstances, the rate of daily travelling allowance payable will be that prescribed for the overnight stay in each period of 24 hours from the time of departure.

(i) Locality entitlements when travelling

(i) Where an Employee is absent from such Employee's normal headquarters overnight on duty at a particular centre, the arrangements in respect of locality allowance applicable at the normal headquarters will continue during the first 42 days.

After the first 42 days, the arrangements in respect of locality allowance applicable to the centre of duty apply.

(ii) Where an Employee exercises the option of claiming actual and necessary expenses plus the allowance for incidental expenses, any locality allowance received or any locality allowance applicable at the particular centre is disregarded in calculating the actual and necessary expenses incurred.

## **PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK**

### **6.1 Hours of work**

6.1.1 Subject to clause 6.2 (implementation of 38 hour week), and subject to the exceptions hereinafter provided, the ordinary hours of work will be an average of 38 hours per week, to be worked on one of the following bases:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

6.1.2 The ordinary hours of work prescribed herein will be worked continuously and will not exceed 10 hours on any day.

In any arrangement of working hours where the ordinary working hours are to exceed 8 on any day, the arrangement of hours is subject to the agreement between the Commissioner and the Employee's Union.

6.1.3 The ordinary working hours will be worked in accordance with the following:

Day duty to commence at or after 6.00 a.m. and before 10.00 a.m.

Afternoon duty to commence at or after 10.00 a.m. and before 6.00 p.m.

Night duty to commence at or after 6.00 p.m. and before 6.00 a.m.



- 6.1.4 An Employee is required to observe the prescribed starting and finishing time for such Employee's rostered shift. Preparation for work, cleaning up of the Employee's person and such like will be in such Employee's own time.
- 6.1.5 In case of any riots or disturbances or for the preservation of peace, or the protection of human life, or the pursuit of criminals, or for any sufficient cause, the Commissioner or any officer or any non-commissioned officer may call upon an Employee for duty on any day or at any hour or to remain continuously on duty.
- 6.1.6 The Commissioner may suspend the 8 hours' provision in clause 6.1.7, when circumstances in the Commissioner's discretion call for such action in the public interest.
- 6.1.7 Subject to clauses 6.1.5 and 6.1.6, an Employee will, where Practicable:
- (a) be allowed a break of at least 8 hours between shifts; and
  - (b) not be required to work on more than 10 consecutive days at any one time except by mutual agreement.

## **6.2 Implementation of 38 hour week**

- 6.2.1 The 38 hour week will be implemented on one of the following bases, most suitable to each location, after consultation with, and giving reasonable consideration to the wishes of the Employees concerned:
- (a) Employees working less than 8 ordinary hours each day; or
  - (b) Employees working less than 8 ordinary hours on one or more days each work cycle; or
  - (c) by fixing one or more work days on which all Employees will be off during a particular work cycle; or
  - (d) by rostering Employees off on various days of the week during a particular work cycle, so that each Employee has one work day off during that cycle.

### *6.2.2 Programmed days off*

- (a) Where the arrangement of ordinary hours of work provides for a programmed day off, the employer and the majority of Employees in each section, establishment or station concerned may agree to accrue up to a maximum of 12 days off.
- (b) Where agreement in clause 6.2.2(a) has been reached, the accrued programmed days off shall be taken within 12 calendar months from the date of commencing such accrual.

An Employee who has accrued the maximum entitlement of 12 programmed days off must take such programmed days within the ensuing 12 months.

- (c) Subject to and in accordance with the 12 calendar month requirement in clause 6.2.2(b), an Employee must take and exhaust all accrued programmed days off prior to the granting and taking of periods of annual leave.

Where periods of annual leave applied for are in excess of all accrued programmed days off, the exhaustion of all such days is to be achieved by the taking of such days in conjunction with periods of leave in question.

## **6.3 38 hour week - procedures for work area level discussions**

- 6.3.1 Management and representatives of all Employees concerned in each section, establishment or station will consult over the most appropriate means of implementing and working a 38 hour week.
- 6.3.2 The objective of such consultation is to reach agreement on the method of implementing and working the 38 hour week having regard to the work requirements of the employer and the preferences of the Employees.
- 6.3.3 The outcome of any agreement reached between the Employees and management or any decision made by the Commissioner as to the method by which the 38 hour week is implemented will be reduced to writing and transmitted to the Union and the Manager, Health Safety and Industrial Relations Branch, Queensland Police Service.
- 6.3.4 In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of the secretary of the Union and the Manager, Health Safety and Industrial Relations Branch, Queensland Police Service. This should occur as soon as it is evident that agreement cannot be reached.
- 6.3.5 The method of working the 38 hour week may be altered following negotiations between management and

Employees concerned utilising the provisions of clause 6.3. Implementation of any alteration will occur not less than a complete 28 day roster cycle or such shorter period as may be mutually agreed upon.

- 6.3.6 Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by Employees, the Commissioner has the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.

#### **6.4 Overtime**

- 6.4.1 Clause 6.4 will not apply to commissioned officers.

- 6.4.2 All overtime worked by an Employee outside ordinary working hours is paid at the rate of time and a-half for the first 3 hours and double time thereafter.

In the case of shift workers, all overtime will be paid for at the rate of double time.

An Employee other than a shift worker who is required to work on a rest day will be paid at the rate of time and a-half for the first 8 hours and double time thereafter.

- 6.4.3 Overtime is calculated to the nearest quarter of an hour in the total amount of time in respect to which compensation is claimed by an Employee.

- 6.4.4 At stations where not more than 2 officers are regularly employed, and at Queensland Police Citizens Youth Welfare Associations, overtime in accordance with clause 6.4 will not be paid but in lieu thereof Employees will be paid the overtime consideration prescribed in clause 6.5.

- 6.4.5 Except where the circumstances envisaged by clauses 6.1.5 or 6.1.6 arise an Employee who works overtime beyond such Employee's rostered ordinary hours of duty will wherever Practicable be allowed a clear break of 8 hours before the commencement time of such Employee's next ordinary period of duty.

- 6.4.6 An Employee required to work overtime for the period specified herein past the completion of such Employee's ordinary rostered shift will, in addition to any payment for overtime to which such Employee is entitled, be paid \$10.00 meal money in accordance with the following requirements:

Ordinary rostered shift	Specified Period
8 hours or less	3 hours
9 hours	2 hours
10 hours	1 hour

The amount prescribed above is set in accordance with the Overtime Meal Allowance lower tier rate applicable to public service officers through Directive No. 1/06 issued pursuant to the *Public Service Act 1996* which may be amended from time to time. The amount prescribed above will be increased from the same effective date as any future increase to the Overtime Meal Allowance lower tier rate prescribed in the Directive.

- 6.4.7 At each establishment a record will be kept showing the amount of overtime worked by each Employee thereat. Such record will be available at all reasonable times by an Employee.

#### **6.5 Overtime considerations**

- 6.5.1 At stations where not more than 2 officers are regularly employed, the following fortnightly allowances will be paid to such Employees in consideration of work in excess of the ordinary hours as prescribed by clause 6.1 and in lieu of overtime payment as prescribed by clause 6.4.

	Percentage of fortnightly rate for sergeant at paypoint 3.1 %
Constables	12
Senior constables	14.5
Sergeants	17

- 6.5.2 At stations where not more than 2 officers are regularly employed, the working of a 76 hour fortnight (in 14 days) may be mutually agreed upon between the Commissioner and the Union.

If any such agreement is made in respect of any such station, the Employees at that station will be paid overtime in accordance with the provisions of clause 6.4.

6.5.3 An Employee detailed for duties at the Queensland Police Citizens Youth Welfare Association who is engaged wholly or mainly on such duties will be paid overtime consideration as prescribed in clause 6.5.1.

6.5.4 The allowances prescribed in clause 6.5 will be paid to an Employee absent on annual leave, sick leave, long service leave or bereavement leave whilst such Employee remains attached to such a station.

When an Employee is on leave without pay, no allowance is paid.

6.5.5 An Employee who receives an allowance under clause 6.5 is not entitled to the allowances prescribed by clause 6.10.4.

## **6.6 Meal breaks**

6.6.1 In each ordinary working period or shift, half an hour will be allowed for a meal. Such half hour will as far as Practicable be allowed not earlier than 3 hours and not later than 6 hours after the commencement of the working period or shift.

6.6.2 An Employee may be called upon to perform duty at any time during the meal break.

6.6.3 Where an Employee is a commissioned officer who does not work Shift Work, the ordinary working hours are exclusive of one hour which will be allowed for the midday meal.

## **6.7 Rosters**

6.7.1 A 28 day roster will be prepared setting out the days of duty of each Employee including the starting and ceasing times of such days, rest days and where applicable include programmed day off.

6.7.2 Such roster should be posted in a place conveniently accessible to Employees at or before 2.00 p.m. on the seventh day preceding the commencement of the next 28 day roster period.

6.7.3 Where Practicable, an Employee will be given either orally or in writing, 24 hours' notice of any alteration to such Employee's rostered shift.

6.7.4 The officer-in-charge may approve of a change to the rostered shifts where mutually agreed between one Employee and another.

6.7.5 The requirements of clause 6.7 are to be modified as necessary where circumstances result in clauses 6.1.5 and/or 6.1.6 being invoked.

6.7.6 Clause 6.7 only applies to commissioned officers where appropriate.

## **6.8 Rest days**

6.8.1 An Employee working the hours prescribed by clause 6.1 is allowed 4 rest days during each fortnight (14 days). Each rest day will consist of a continuous period of 24 hours, which where Practicable will include from midnight to midnight.

6.8.2 Rest days are to be allowed so that where Practicable, each Employee is rostered to have:

(a) 2 consecutive rest days off in each week; or

(b) one day off at the end of one week and one day off at the beginning of the next week; or

(c) 4 consecutive rest days off in a fortnightly period; or

(d) one day off in one week and 3 consecutive days off in the next week.

6.8.3 Where agreement under clause 6.1.2 has been reached, an Employee will be allowed additional rest days in accordance with the rostered hours of duty for the particular fortnight.

## **6.9 Recall to duty**

6.9.1 Clause 6.9 does not apply to commissioned officers.

6.9.2 Any Employee recalled to perform duty after completing a normal work period or shift, or recalled to perform

duty whilst on annual, long service, sick leave, leave without pay, rest day or a programmed day off will be paid at overtime rates for such duty with a minimum payment of 3 hours at overtime rates. Such duty will include time reasonably spent in travelling to and from work in relation to such recall.

- 6.9.3 At stations where not more than 2 officers are regularly employed, and at Queensland Police Citizens Youth Welfare Associations, overtime in accordance with clause 6.9 will not be paid but in lieu thereof an Employee will be paid the allowance prescribed in clause 6.5.

## **6.10 Shift penalty**

- 6.10.1 Clause 6.10 does not apply to commissioned officers.

- 6.10.2 An Employee rostered to perform a shift of duty (not being in the nature of overtime) commencing on a Saturday, will be paid at the rate of time and one-half of the Employee's normal salary for that shift.

- 6.10.3 An Employee rostered to perform a shift of duty (not being in the nature of overtime) commencing on a Sunday, will be paid at the rate of double time the Employee's normal salary for that shift.

- 6.10.4 An Employee who works between 6.00 p.m. and 6.00 a.m., for which overtime is not payable, will be paid in addition to their ordinary salary:

(a) \$9.70 per shift if a continuous period of 4 hours or more is worked between 6.00 p.m. and 6.00 a.m.; or

(b) for shifts which commence after 2.00 a.m. and before 6.00 a.m., \$1.4915 per hour, for each hour or part thereof worked prior to 6.00 a.m.

- 6.10.5 The payments as provided in clause 6.10.4 do not apply where an Employee is being paid weekend work rates as prescribed by clauses 6.10.2 and 6.10.3.

## **6.11 Special services**

- 6.11.1 Clause 6.11 does not apply to commissioned officers.

- 6.11.2 Where the Commissioner charges for police services, an Employee performing such services are entitled to the provisions of this Award for the performance of such work.

- 6.11.3 An Employee performing services as prescribed by clause 6.11 outside ordinary rostered hours does so voluntarily.

- 6.11.4 Such Employee may be instructed to perform services as prescribed by clause 6.11 during ordinary rostered hours.

- 6.11.5 Except where the provisions of clause 6.9 (Recall to duty) apply, where work performed is of one day or less duration, the time to be counted is from the time of departure from the station to the time of return to the station to which the Employee is ordinarily attached.

- 6.11.6 Notwithstanding the provisions of clause 6.11, the rights of the Commissioner to require any Employee to perform duty at any time as prescribed in clauses 6.1.5 and 6.1.6 remain unfettered.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **7.1 Annual leave**

- 7.1.1 The Commissioner will grant to every Employee, a period of 228 hours leave annually. The annual leave will accrue at the rate of 19 hours for each month of service.

- 7.1.2 An Employee in the northern and western parts of the State will be granted, by the Commissioner, 250.8 hours leave. The annual leave will accrue at the rate of 20.9 hours for each month of service.

- 7.1.3 For the purpose of clause 7.1, the northern and western part of the State is that part of the State lying to the northward or westward of a line drawn westward from St. Lawrence to the 144th meridian of east longitude and then southward along that meridian to the southern boundary of the State, but will not include St. Lawrence. However, the northern and western part of the State will be deemed to include Alpha, Aramac, Barcaldine, Blackall, Charleville, Cunnamulla, Longreach, Quilpie and Tambo.

- 7.1.4 Annual leave will not exceed a maximum accumulation of 456 hours, or 501.6 hours in the case of an Employee serving in the northern and western part of the State.

7.1.5 The time when annual leave is allowed will be at the discretion of the Commissioner.

When an Employee has made application for annual leave for which an Employee is eligible and such leave was deferred for departmental reasons, the leave which has been deferred will be taken not later than 12 months after the date from which such leave was deferred.

7.1.6 An Employee may be directed to take annual leave at any time after the Employee has completed 12 months' continuous service.

7.1.7 Annual leave is exclusive of any of the holidays referred to in clauses 7.6.3, 7.6.4 and 7.6.5 that may occur during the period of that annual leave.

7.1.8 The rates of accrual referred to in clauses 7.1.1 and 7.1.2 are in part satisfaction of penalty rates for work performed on the holidays mentioned in clause 7.6.2 of this Award.

7.1.9 If the employment of an Employee ceases for any reason, all accrued annual leave will be converted into a cash equivalent. The cash equivalent will be at the rate of salary the Employee was in receipt of at the date such employment ceased with the Queensland Police Service.

## **7.2 Sick leave**

7.2.1 An Employee is entitled to cumulative sick leave on full pay on the following basis:

(a) upon being sworn in as a police officer, an immediate credit of 114 hours; and

(b) upon each anniversary of swearing-in, a credit of 114 hours, this being the entitlement for the following year.

7.2.2 *Leave debits* - Leave debits will be equivalent to the actual hours an Employee would have worked had such Employee not been on sick leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

7.2.3 Entitlement to paid sick leave is subject to the following conditions:

(a) The Employee produce to the employer a certificate of a duly qualified medical practitioner, specifying the nature of the Employee's illness or injury, and the period or approximate period, during which the Employee will be unable to work.

(b) It is not necessary for an Employee to produce a medical certificate if the Employee's absence from work on account of illness or injury does not exceed 3 consecutive working days:

If an Employee is absent on sick leave without a medical certificate for more than an aggregate of 6 working days in any calendar year, then the Commissioner may require a medical certificate for all further sick leave days claimed for the remainder of that calendar year.

Upon provision of medical evidence to the satisfaction of the Commissioner, additional sick leave without a certificate will be granted in that calendar year for an Employee's chronic or recurring medical condition.

(c) The Employee must promptly notify of the Employee's illness or injury and of the approximate period during which the Employee will be unable to work prior to the commencement of the shift. Whenever possible, such notification is to be made at least one hour prior to the commencement of the rostered shift.

(d) The Commissioner may require the Employee to participate in appropriate rehabilitative, counselling and/or work-related programs, to facilitate a return to normal duty. The Commissioner will provide any such programs and assist the Employee to participate, and to retain contact with the workplace.

7.2.4 (a) Paid sick leave will not be granted to an Employee suffering from an illness or injury resulting from the Employee's own willful misbehaviour or carelessness, which could have been avoided by the taking of reasonable precautions.

(b) Where the Commissioner has reasonable grounds to question the reason for the absence of an Employee, the Commissioner may direct the Employee to attend at the office of a medical practitioner nominated by the Queensland Police Service for examination at no cost to the Employee. If the Employee advises that the Employee is unable to visit the medical practitioner due to a medical condition, the Employee will allow the medical practitioner to visit and examine the Employee, at no cost to the Employee, upon mutually agreed arrangements.

## **7.3 Long service leave**

- 7.3.1 Employees who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.
- 7.3.2 After 7 years' continuous service Employees are entitled to a proportionate payment (calculated on a *pro rata* basis for 7 years' continuous service) in specified circumstances relating to the termination of employment and parental leave.
- 7.3.3 The conditions and entitlements prescribed in Directive 1/01 - *Long Service Leave* issued pursuant to the *Public Service Act 1996* as may be amended or replaced from time to time, apply to Employees.
- 7.3.4 Where there is an inconsistency between the provisions of the Directive and the provisions of any industrial instrument applying to the Employees, the provisions of the relevant industrial instrument will prevail to the extent of the inconsistency.

#### **7.4 Family leave**

- 7.4.1 The provisions of the *Family Leave Award - Queensland Public Sector* (including special responsibility leave) apply.
- 7.4.2 The entitlements to family leave include:
- Maternity leave;
  - Spousal leave;
  - Pre-natal leave;
  - Pre-adoption leave; and
  - Adoption leave
- 7.4.3 The conditions and entitlements prescribed in Directive 3/01 - *Parental Leave* issued pursuant to the *Public Service Act 1996* as may be amended or replaced from time to time, apply to Employees.
- 7.4.4 Where there is an inconsistency between the provisions of the Directive and the provisions of any industrial instrument applying to the Employees, the provisions of the relevant industrial instrument will prevail to the extent of the inconsistency.

#### **7.5 Bereavement leave**

- 7.5.1 Employees will be granted bereavement leave on full salary on the death of a member of the Employee's immediate family or household
- 7.5.2 "Immediate family" includes:
- (a) The Employee's spouse;
  - (b) A child, ex-nuptial child, step-child, adopted child, an ex-foster child of the Employee, parent, grandparent, grandchild or sibling of the employee or spouse of the employee, step-father, step-mother, half-brother, half-sister, step-brother or step-sister of the Employee.
- 7.5.3 "Spouse" of the Employee includes:
- (a) a former spouse: and
  - (b) a *de facto* spouse including a spouse of the same sex as the employee.
- 7.5.4 The conditions and entitlements prescribed in Directive 3/02, Bereavement Leave, issued pursuant to the *Public Service Act 1996* as may be amended or replaced from time to time apply to Employees.
- 7.5.5 Where there is inconsistency between the provisions of the Directive and the provisions of any industrial instrument applying to the Employees, the provisions of the relevant industrial instrument will prevail to the extent of the inconsistency.

#### **7.6 Public holidays**

- 7.6.1 Clause 7.6 does not apply to commissioned officers.
- 7.6.2 An Employee who works on:
- the 1st January;
  - the 26th January;

- Good Friday;
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

shall paid at one and a-half times the ordinary rate for the time so worked.

### 7.6.3 *Labour Day*

All Employees covered by this Award is entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any Employee concerned actually works on Labour Day, such Employee will be paid a full day's wage for that day and in addition a payment for the time actually worked at one and a-half times the ordinary rate of pay prescribed for such work with a minimum of 4 hours.

7.6.4 All work done by an Employee on Easter Saturday (the day after Good Friday) is paid for at the rate of double time and a-half.

### 7.6.5 *Annual Show*

All work done by Employees in a district specified from time to time by the Minister by notification published in the *Queensland Government Industrial Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district will be paid for at the rate of double time and a-half with a minimum of 4 hours.

Clause 7.6.5 is not to be construed to confer on an Employee, while continued in employment by the Queensland Police Service, an entitlement to be paid at a rate therein prescribed for work performed on a day, such as is referred to in clause 7.6.5, on more than one occasion in each calendar year.

### 7.6.6 *Double time and a-half*

For the purpose of clause 7.6 "double time and a-half" means one and one-half days' wages in addition to the Employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.

## 7.7 **Jury service**

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

## **PART 8 - TRANSFERS, TRAVELLING AND WORKING FROM USUAL PLACE OF WORK**

### **8.1 Transfers**

8.1.1 Every Employee who has served 3 continuous years in one of the stations listed in Schedule 1 to this Award has the option of a transfer to a station not listed.

- 8.1.2 An Employee may also opt to transfer to a station within Schedule 1.
- 8.1.3 An Employee who is transferred from one station to another will, if Practicable, be given 28 days' notice of such transfer.
- 8.1.4 An Employee on transfer will be given reasonable leave to prepare for the journey and reasonable leave at the end of the journey, so as to enable such Employee to pack furniture and settle into a new home.
- 8.1.5 An Employee when proceeding on transfer is exempted from the performance of escort duty.
- 8.1.6 When an Employee is transferred from one station to another, and the Commissioner has approved of such Employee effecting the transfer by means of a privately owned motor vehicle, such Employee will be allowed the following:
- (a) 29.2 cents per kilometre for the journey by the most practical direct route;
  - (b) travelling allowance and leave over the period taken in effecting the transfer, such period taken in effecting the transfer, such period to be calculated on the basis of one day for each 500 kilometres of road travel or part thereof.
- 8.1.7 The determination of any additions or alterations to Schedule 1 will take cognisance of previous geographical provisions contained within clause 31 (Transfers) of the *Police Award - State 129 QGIG 104*.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Training, learning and development**

The parties to this Award recognise that in order to increase efficiency and productivity a greater commitment to learning and development is required.

Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing Employees with career opportunities through appropriate training to acquire additional skills and knowledge for performance of their duties.

A consultative mechanism and procedures involving representatives of management, Employees and Unions will be established as determined by the Commissioner.

Following consultation the Commissioner will develop a learning and development strategy consistent with:

- (a) the current and future needs of the Queensland Police Service;
- (b) the size, structure and nature of the operations of the Queensland Police Service;
- (c) the need to develop vocational skills relevant to the Queensland Police Service through courses conducted wherever possible by accredited educational institutions and providers.

Learning and development may be both on-the-job or off-the-job and either internal or external to the organisation.

Learning and development provided should assist Employees in obtaining knowledge and skills recognised by the Australian National Training Authority (ANTA).

All such learning and development should be directed at enabling Employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled learning and development activities.

## **PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

### **10.1 Uniforms**

10.1.1 Suitable uniforms of good quality as approved by the Commissioner will be provided free of cost to an Employee required to wear a uniform.

10.1.2 Items of uniform damaged or destroyed in the discharge of duty or which become unfit for use by reason of fair wear and tear will be replaced by the Commissioner at no cost to the Employee.

### **10.2 Barracks and lockers**



### 10.2.1 Barracks

- (a) Where an Employee resides in barracks provided by the Commissioner, such Employee will be provided with suitable furniture and effects to enable the Employee to exercise a proper standard of living. Such Employee will be responsible for the reasonable care and cleanliness of such barracks and effects.
- (b) Every Employee on escort, travelling or on temporary duty, called upon to sleep in barracks, will be provided with a mattress and appropriate bedding. All such bedding will be washed and kept clean at the expense of the Commissioner.

### 10.2.2 Lockers

A suitable locker will be provided for each Employee at such Employee's place of work.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **Preamble**

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

### **11.1 Right of entry**

#### 11.1.1 *Authorised industrial officer*

- (a) An "authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the relevant Union.

#### 11.1.2 *Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
  - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

#### 11.1.3 *Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current Employee except if the Employee:
  - (i) is ineligible to become a member of the relevant Union ; or
  - (ii) has made a written request to the employer that the Employee does not want that Employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an Employee or prospective Employee into consenting, or refusing to consent to the inspection of their records by an authorised industrial officer.

#### 11.1.4 *Discussion with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or Employee eligible to become a member of the relevant Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or Employee eligible to become a member of the relevant Union, during non-working time.

#### 11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

### **11.2 Time and wages record**

11.2.1 The Queensland Police Service must keep at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each Employee, including apprentices and trainees:

- (a) the Employee's Award classification;
- (b) the name of the Award under which the Employee is working;
- (c) the number of hours worked by the Employee during each day and week, the times at which the Employee started and stopped work, and details of work breaks including meal breaks;
- (d) specific to the Award either:
  - (i) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the Employee is paid;
  - (ii) piecework rates - details of the piecework performed and the rate at which payment is made to the Employee;
- (e) the gross and net wages paid to the Employee;
- (f) details of any deductions made from the wages; and
- (g) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the Employee's full name and address;
- (b) the Employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the Employee;
- (d) the date when the Employee became an Employee of the employer;
- (e) if appropriate, the date when the Employee ceased employment with the employer; and
- (f) if a casual Employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the Employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records will be open to inspection during the Queensland Police Service's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act; or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

### **11.3 Union delegates**

11.3.1 The Queensland Police Service acknowledges the constructive role democratically elected Union delegates undertake in the workplace in relation to Union activities that support and assist members. That role will be formally recognised, accepted and supported.

- 11.3.2 Employees will be given full access to Union delegates/officials during working hours to discuss any employment matter or seek Union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- 11.3.3 Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking Union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting room and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- 11.3.4 E-mail use is strictly subject to approval by the Queensland Police Service.
- 11.3.5 Subject to the relevant Employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

#### **11.4 Union encouragement**

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

#### **11.5 Industrial relations education leave**

- 11.5.1 Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow Employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- 11.5.2 Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the Commissioner.
- 11.5.3 Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured Employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the Commissioner, the relevant Union and the Employee.
- 11.5.4 Upon request and subject to approval by the Commissioner, Employees may be granted paid time off in special circumstances to attend management committee meetings, Union conferences, and ACTU Congress.
- 11.5.5 The granting of industrial relations education leave or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the work unit concerned. At the same time such leave will not be unreasonably refused. At the discretion of the Commissioner, Employees may be granted special leave without pay to undertake work with their Union.

#### **11.6 Posting of award**

The employer will maintain and exhibit a properly amended copy of this Award in a conspicuous and convenient place in every police establishment.

### **SCHEDULE 1**

Adavale - Alpha - Aramac - Atherton - Augathella - Aurukun - Ayr - Ayton - Babinda - Bamaga - Barcardine - Bedourie - Birdsville - Blackall - Bollon - Boulia - Bowen - Burketown - Cairns - Calen - Camooweal - Cardwell - Carmila - Charters Towers - Chillagoe - Clare - Cloncurry - Coen - Collinsville - Cooktown - Croydon - Dajarra - Dimbulah - Doomadgee - Edmonton - Einasleigh - El Arish - Eromanga - Eton - Eulo - Farleigh - Finch Hatton - Forsyth - Georgetown - Giru - Glenden - Gordonvale - Greenvale - Halifax - Herberton - Home Hill - Hughenden - Hungerford - Ilfracombe - Ingham - Innisfail - Isisford - Jericho - Julia Creek - Jundah - Karumba - Kirwan -

Kowanyama - Kuranda - Kynuna - Laura - Lockhart River - Longreach - Mackay - Magnetic Island - Malanda - Mareeba - Marian - McKinlay Millaa Millaa - Mingela - Mirani - Moranbah - Mornington Is. - Mossman - Mount Garnet - Mount Molloy - Mount Surprise - Mourilyan - Mt Isa - Mundingburra - Mungindi - Muttaborra - Nebo - Normanton - Palm Island - Pentland - Pomppuraaw - Port Douglas - Prairie - Prosperine - Ravenshoe - Richmond - Rollingstone - Sarina - Silkwood - Smithfield - South Johnston - St George - St Lawrence - Stuart - Tambo - Thargomindah - Thursday Island - Torrens Creek - Tully - Walkerston - Weipa - Whitsunday - Windorah - Winton - Yarrabah - Yungaburra.

Dated 18 November 2003.

By the Commission,  
[L.S.] G.D. SAVILL,  
Acting Industrial Registrar.

Operative Date: 1 December 2003