

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - ss. 140G and 140GC - Variation of modern award
ss. 140G(3)(a) and 140GC(2)(a) - Commission acting on its own initiative

QUEENSLAND POLICE SERVICE EMPLOYEES AWARD - STATE 2016

Matter No. MA/2016/22

DEPUTY PRESIDENT SWAN
INDUSTRIAL COMMISSIONER FISHER
INDUSTRIAL COMMISSIONER BLACK

11 November 2016

DETERMINATION

This matter coming on for hearing before the Commission at Brisbane on 11 November 2016 this Commission orders that the said Award be varied as follows as from 11 November 2016:

1. By deleting clause 1 and inserting the following in lieu thereof:

- 1. Title**

- This Award is known as the *Queensland Police Service Employees Award - State 2016*.

2. In clause 3:

- (a) By deleting the definition of "classification level" and inserting the following in lieu thereof:

- classification level** comprises a minimum salary rate plus a number of increments through which employees will be eligible to progress

- (b) By replacing the definition of "commission" which commences without a capital letter, wherever it may appear in the Award, so as to commence with a capital letter, in the manner shown below:

- Commission** means the Queensland Industrial Relations Commission

- (c) By deleting the definition of "increment" and inserting the following in lieu thereof:

- increment** means for all employees an increase in salary from one paypoint to the next highest paypoint within a classification level

- (d) By deleting the definition of "programmed day off" and inserting the following in lieu thereof:

- programmed day off** means a day, other than a scheduled day off, on which an employee is not rostered for duty as a result of time accrued under the method of working ordinary hours implemented in accordance with clauses 15.1, 15.2 or 15.3

- (e) By deleting the definition of "scheduled day/s off" and inserting the following in lieu thereof:

- scheduled day off** means:

- for an employee whose ordinary hours of duty are Monday to Friday: Saturday and Sunday
 - for an employee whose ordinary hours of duty include a Saturday and/or Sunday: one of the two days each week, or four days each fortnight, that the employee is not rostered for

duty in accordance with clauses 15.2(g) and (h) or clause 15.3(c). Depending on the working arrangements, a Saturday and/or Sunday may also be a scheduled day off

- (f) By deleting the definition of "union" and inserting the following in lieu thereof:

union means one of the industrial organisations of employees mentioned in clause 4.1(c)

3. By deleting clause 5 and inserting the following in lieu thereof, as well as updating the heading of clause 5 in the Table of Contents:

5. The Queensland Employment Standards and this Award

This Award together with the QES provide for a minimum safety net of enforceable conditions of employment for employees covered by this Award.

4. By deleting clause 6.1(c) and inserting the following in lieu thereof:

- (c) Any proposed genuine agreement reached between QPS and employees 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.

5. By deleting clause 6.2 and inserting the following in lieu thereof:

6.2 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 shall apply:

- (a) Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the union depending on the particular award provisions.
- (b) Employees may be represented by their local union delegate/s and shall have the right to be represented by their local union official/s.
- (c) Facilitative award provisions can only be implemented by agreement.
- (d) In determining the outcome from facilitative provisions neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the union depending upon the particular award provisions.
- (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted. This consultation shall be undertaken where practicable as a group, or in groups. Should the consultation process identify employees with 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.
- (g) Any agreement reached must be documented and shall incorporate a review period.
- (h) For staff members, where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or a change to the shift roster, the relevant union is to be notified in writing at least one week in advance of agreement being sought.

6. By deleting clause 7.1 and inserting the following in lieu thereof:

7.1 Prevention and settlement of disputes - Award matters

- (a) 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.
- (b) 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 shall be prejudiced as to the final settlement by the continuation of work. Normal work is to continue where there exists a circumstance envisaged by the provisions of clause 15.2(e), and in life threatening situations.
- (c) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (d) In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:
 - (i) 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 should take place within 24 hours and the procedure should not extend beyond 7 days;
 - (ii) if the matter is not resolved as per clause 7.1(d)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
 - (iii) if the matter remains unresolved it may be referred to the Commissioner for discussion and appropriate action. This process should not exceed 14 days;
 - (iv) if the matter is not resolved then it may be referred by either party to the Commission.
- (e) Nothing contained in this procedure shall prevent a union or QPS from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

7. By deleting clause 7.2 and inserting the following in lieu thereof:

7.2 Employee grievance procedures - other than Award matters

- (a) 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.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:
 - Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.
 - Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. 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 shall also be notified to the relevant union.

- (c) The Commissioner shall ensure that:
 - (i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
 - (ii) the grievance shall be investigated in a thorough, fair and impartial manner.
- (d) The Commissioner may appoint another person to investigate the grievance. The Commissioner may consult with the relevant union in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- (e) If the matter is notified to the union, the investigator shall consult with the union during the course of the investigation. The Commissioner shall 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.
- (f) The Commissioner may delegate grievance resolution powers under clause 7.2 to a nominated representative.
- (g) 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 days.
 - Stage 2: Not to exceed 7 days.
 - Stage 3: Not to exceed 14 days.
- (h) If the grievance is not settled the matter may be referred to the Commission by the employee or the union.
- (i) 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 while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work. Normal work is to continue where there exists a circumstance envisaged by the provisions of clause 15.2(e), and in life threatening situations.
- (j) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

8. By deleting clause 8 and inserting the following in lieu thereof:

8. Types of employment

- (a) A staff member may be employed on a full-time, casual or part-time/flexible hours basis.

- (b) A police officer may be employed on a full-time or part-time/flexible hours basis. Casual employment arrangements do not apply to police officers.
- (c) To be eligible for part-time/flexible hours employment, a police officer must have at least 12 months' satisfactory policing experience.
- (d) A full-time or part-time/flexible hours staff member may be employed for a specified period of time or for a specified task or tasks. Such employee shall be entitled to the same provisions as a full-time or part-time/flexible hours employee as the case may be, excluding the provisions of clause 9.
- (e) Employees shall be advised of the basis of their employment in writing upon appointment.

9. By deleting clause 8.1 and inserting the following in lieu thereof:

8.1 Full-time employment

A full-time employee is one who is engaged to work an average of 38 hours per week.

10. By deleting clause 8.2 and inserting the following in lieu thereof:

8.2 Part-time and flexible hours employment

- (a) A part-time/flexible hours employee is an employee who:
 - (i) works less than 76 ordinary hours per fortnight in a regular pattern of hours which is to be recorded in a Flexible Hours Agreement (FHA); and
 - (ii) receives the same salary and conditions of employment to those of an equivalent full-time employee who performs the same duties, but on a *pro rata* basis.
- (b) For each ordinary hour worked a part-time/flexible hours employee shall be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification.
- (c)
 - (i) QPS may offer a part-time/flexible hours employee the opportunity to work additional hours above their agreed regular part-time hours, up to full-time equivalent hours. QPS may also offer the opportunity to alter the FHA without additional hours.
 - (ii) The working of additional hours, or any adjustment to the FHA, must be by mutual agreement with the part-time/flexible hours employee and, subject to clause 8.2(c)(iv), will be taken into account in the *pro rata* calculation of all entitlements.
 - (iii) Any such additional hours that are mutually agreed are to be paid as follow:
 - (A) police officers - to be paid for at the ordinary hourly rate;
 - (B) staff members who are day workers - additional hours worked within the spread of ordinary hours prescribed in clause 15.6 are to be paid for at the ordinary hourly rate;
 - (C) staff members who are shift workers - to be paid for at the ordinary hourly rate.
 - (iv) Where a part-time/flexible hours employee and QPS agree to the working of additional hours, such additional hours shall be taken into account for accrual of annual leave or, at the election of the employee, an additional payment shall be made as follows:

- (A) for a part-time/flexible hours police officer - payment at the rate of 5/38th of the employee's ordinary pay for such additional hours; and
 - (B) for a part-time/flexible hours staff member - payment at the rate of 1/12th of the employee's ordinary pay for such additional hours.
- (d) (i) QPS may direct a part-time/flexible hours employee to work additional hours above their agreed regular part-time/flexible hours for operational reasons.
 - (ii) Subject to clause 8.3(c), when a part-time/flexible hours employee is directed to work additional hours in excess of their agreed regular part-time/flexible hours such additional hours are to be paid at the appropriate overtime rate.
 - (iii) In the case of a staff member who is a day worker, additional hours worked outside the spread of ordinary hours are overtime and are to be paid at the appropriate overtime rate prescribed in clause 15.6.
- (e) Part-time/flexible hours police officers are eligible to move within classification levels in accordance with the provisions of clause 12.6.
 - (f) Part-time/flexible hours staff members are eligible to move within classification levels in accordance with the provisions of clause 12.10.
 - (g) A part-time/flexible hours employee shall be paid as for 2 hours' work in respect to each engagement.
 - (h) A part-time/flexible hours employee must not be excluded from being considered to temporarily fill the office of either a part-time or full-time employee of equal or higher rank/level, as a professional development opportunity.
 - (i) Part-time/flexible hours working arrangements are not affected by intermittent periods of relieving in another position in a full-time or part-time capacity.
 - (j) Notwithstanding any other provision in this Award, part-time/flexible hours employees may commence and/or conclude work on the hour, quarter hour, half hour or three-quarter hour.
 - (k) (i) A part-time/flexible hours police officer entering into a FHA will initially engage in a negotiation to determine the appropriate operational load of their substantive workplace roster and their capacity to perform shift work.
 - (ii) Where a part-time/flexible hours police officer is genuinely unable to participate in a shift roster for valid reasons, negotiations will continue in an effort to determine a suitable workplace arrangement, either within the existing roster or a mutually agreed alternative roster in a suitable location.
- (l) A part-time/flexible hours employee will not be entitled to a programmed day off.
 - (m) A FHA may be for a fixed period or ongoing, subject to negotiation.
 - (n) For the purposes of this clause, a **Flexible Hours Agreement (FHA)** means the written agreement between a part-time/flexible hours employee and QPS which outlines the agreed regular part-time/flexible hours to be worked.
 - (o) (i) Any dispute relating to the negotiation of a FHA, a direction to work additional hours or any other matter relating to the provisions of clause 8.2 is to be referred to the QPS Part-Time Committee containing representatives of QPS and the relevant union.

- (ii) Where the decision from the QPS Part-Time Committee on any dispute is not accepted by a party, that party may refer the matter to the Commission. Any such dispute shall not be subject to the procedures prescribed at clauses 7.1 and 7.2 of this Award.

11. By deleting clauses 8.3(a) to (d) and inserting the following in lieu thereof:

- (a) (i) A casual staff member is an employee who is engaged and paid as such.
- (ii) A casual staff member cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week or fortnight, as the case may be.
- (b) A casual staff member is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each ordinary hour worked a casual staff member shall be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification plus a casual loading of 23%.
- (d) The casual loading of 23% is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time/flexible hours employment. The loading constitutes part of the casual staff member's salary for the purpose of calculating overtime, weekend penalties, public holiday and shift payments, where relevant.

12. By deleting clause 8.4(a) and inserting the following in lieu thereof:

- (a) Except where QPS and a staff member agree to a different period or no period of probation prior to the commencement of employment, the engagement of a full-time or part-time/flexible hours staff member will in the first instance be subject to a probationary period of 3 months duration. If a period of probation of longer than 3 months is agreed, it must:
 - (i) be agreed in writing; and
 - (ii) be a reasonable period having regard to the nature and circumstances of the employment.

13. By deleting clause 9.1 and inserting the following in lieu thereof:

9.1 Notice of termination by QPS

Notice of termination by QPS to a staff member is provided for in Division 9 of the QES. Clauses 9.2 to 9.5 supplement the QES provisions.

14. By deleting clause 9.2 and inserting the following in lieu thereof:

9.2 Notice of termination by a staff member

- (a) Unless otherwise agreed between QPS and a staff member the notice of termination required by a staff member, other than a casual staff member, will be two weeks or two weeks' salary forfeited in lieu.
- (b) If a staff member fails to give the required notice QPS will have the right to withhold monies due to the staff member with a maximum amount equal to the ordinary time rate of salary for the period of notice not provided.

15. By deleting clause 9.3 and inserting the following in lieu thereof:

9.3 Notice cannot be offset

In the absence of mutual agreement between QPS and the staff member, annual leave or any part thereof cannot be considered as or nominated as notice for the purpose of giving notice of termination of employment.

16. By deleting clause 9.5 and inserting the following in lieu thereof:

9.5 Statement of employment

QPS shall, in the event of termination of employment, provide upon request to the staff member who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the staff member.

17. By deleting clause 10.2(b) and inserting the following in lieu thereof:

- (b) The consultation shall take place as soon as it is practicable after QPS has made a decision which will invoke the provisions of clause 10.2(a) and shall cover the reasons for the proposed terminations and measures to avoid or minimise the terminations and/or their adverse effects on the employee/s concerned.

18. By deleting clause 10.3(c) and inserting the following in lieu thereof:

- (c) The amounts must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the staff member; and
 - (ii) the amounts payable to the staff member for the hours including, for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the staff member's employment contract.

19. By deleting clause 10.4 and inserting the following in lieu thereof:

10.4 Staff member leaving during notice period

A staff member given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The staff member is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

20. By deleting clause 10.5(a) and inserting the following in lieu thereof:

- (a) A staff member given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

21. By deleting clause 10.6(a) and inserting the following in lieu thereof:

- (a) Where a business is, whether before or after the date of commencement of this Award, transmitted from QPS (transmittor) to another employer (transmittee) and a staff member who at the time of such transmission was an employee of QPS becomes an employee of the transmittee:
- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with QPS or any prior transmittor shall be deemed to be service of the employee with the transmittee.

22. By deleting clause 10.7(a) and inserting the following in lieu thereof:
- (a) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with QPS and any prior transmitter to be continuous service of the employee with the transmittee; or

23. By deleting clause 10.9 and inserting the following in lieu thereof:

10.9 Employees exempted

Clauses 10.1 to 10.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the staff member; or
- (b) to a staff member engaged for a specific period or task/s; or
- (c) to a casual staff member; or
- (d) to a staff member with less than one year's continuous service, in which case the general obligation on QPS should be no more than to give the relevant staff member an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the staff member of suitable alternative employment.
24. By deleting the heading of clause 11.2 as well as subclause (a) and inserting the following in lieu thereof:

11.2 QPS's duty to consult over change

- (a) QPS shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of staff members likely to be dismissed, and the time when, or the period over which, QPS intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).

25. By inserting a Note immediately below the heading for Part 4 as follows:

(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 (Supported Wage System) apply.)

26. By deleting clause 12.4 and inserting the following in lieu thereof:

12.4 Minimum salary levels - police officers

- (a) **Police stream**

The minimum salaries payable to employees within the Police stream are prescribed in the table below:

Classification Level	Paypoint	Award Rate ¹ Per Fortnight \$ ²	Annual Salary ³ \$ ²
Constable	1	2,029	52,935
	2	2,120	55,309
	3	2,211	57,683
	4	2,302	60,057
	5	2,392	62,405
	6	2,463	64,257

Classification Level	Paypoint	Award Rate¹ Per Fortnight \$²	Annual Salary³ \$²
Senior Constable	1	2,533	66,083
	2	2,592	67,623
	3	2,651	69,162
	4	2,713	70,779
	5	2,774	72,371
	6	2,839	74,067
	7	2,904	75,762
	8	2,971	77,510
	9	3,038	79,258
Sergeant	1	3,053	79,650
	2	3,148	82,128
	3	3,210	83,746
	4	3,275	85,441
	5	3,323	86,694
	6	3,410	88,963
Senior Sergeant	1	3,558	92,825
	2	3,614	94,286
	3	3,668	95,694
	4	3,714	96,895
	5	3,780	98,616
Inspector	1	4,724	123,244
	2	4,755	124,053
	3	4,813	125,566
	4	4,873	127,132
	5	4,934	128,723
	6	5,010	130,706
Superintendent	1	5,181	135,167
	2	5,284	137,854
	3	5,339	139,289
	4	5,489	143,203
Chief Superintendent	1	5,732	149,542
	2	5,870	153,142

Notes:

- ¹ Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.
- ² Rounded to the nearest dollar.
- ³ Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

(b) Payment of salaries

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

27. By deleting clause 12.5 and inserting the following in lieu thereof:

12.5 Salary after promotion - police officers

A police officer promoted to a position at a higher classification level shall commence at paypoint 1 of that higher classification level.

28. By deleting clause 12.7 and inserting the following in lieu thereof:

12.7 Performance of higher duties - police officers

- (a) Where a police officer is directed or rostered to temporarily fill a position of higher rank, the police officer will be paid extra remuneration at the rate applicable to the higher rank as provided in clauses 12.7(b) and (c), provided that the police officer:
- (i) temporarily fills the position for more than five consecutive shifts not including scheduled days off; and
 - (ii) performs all of those duties and accepts all of those responsibilities for the time being associated with the position.
- (b) In each case the amount of extra remuneration payable to a police officer will be the difference between the police officer's salary and the minimum salary prescribed for the rank at which the police officer relieves.
- (c) If a police officer who is temporarily filling a position of higher rank goes on annual leave or sick leave, such leave will not be deemed to interrupt the period of performance of such duties if the police officer goes back to the same duties on their return from leave.

29. By deleting clause 12.8 and inserting the following in lieu thereof:

12.8 Minimum salary levels - staff members

(a) Operational stream

The minimum salaries payable to staff members within the Operational stream, including employees under 21 years of age, are prescribed in the table below:

Classification level	Paypoint	Relativity to Age 21 Rate %	Award Rate ¹ Per Fortnight \$ ²	Annual Salary ³ \$ ²
Level 1	1	71	1,216	31,724
	2	76	1,301	33,942
	3	82	1,404	36,629
	4	87	1,489	38,847
	5	93	1,592	41,534
	6	98	1,678	43,777
Level 2	1⁴	100	1,712 ⁴	44,664
	2		1,757	45,838
	3		1,804	47,065
	4		1,850	48,265
Level 3	1		1,878	48,995
	2		1,915	49,960
	3		1,954	50,978
	4		1,995	52,048
Level 4	1		2,075	54,135
	2		2,140	55,830
	3		2,206	57,552
	4		2,270	59,222
Level 5	1		2,328	60,735
	2		2,402	62,666
	3		2,478	64,649
	4		2,553	66,605

Classification level	Paypoint	Relativity to Age 21 Rate %	Award Rate ¹ Per Fortnight \$ ²	Annual Salary ³ \$ ²
Level 6	1		2,660	69,397
	2		2,730	71,223
	3		2,799	73,023
Level 7	1		2,929	76,415
	2		2,998	78,215
	3		3,068	80,041

Notes:

- ¹ Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.
² Rounded to the nearest dollar.
³ Annual salaries (fortnightly rate x 26.089) are for reference purposes only.
⁴ Identifies the minimum salary payable to an employee aged 21 years and over classified in the Operational stream.

(b) **Payment of salaries**

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

30. By deleting clause 12.10(a)(ii) and (iii) and inserting the following in lieu thereof:

- (ii) In the case of a part-time/flexible hours staff member at classification level 1, 2 or 3 of the Operational stream: the staff member has received a salary at a particular classification and paypoint on a *pro rata* basis, for a period of 12 months.
- (iii) In the case of all other part-time/flexible hours staff members at classification levels other than those mentioned at clause 12.10(a)(ii):
- (A) the staff member has received a salary at a particular classification and paypoint for a period of at least 12 months; and
- (B) the staff member has worked 1,200 ordinary hours in such classification.

31. By deleting clause 13 and inserting the following in lieu thereof:

13. Allowances

13.1 Broken work allowance - staff members

All staff members engaged on work where the ordinary hours of duty are subject to a break in continuity other than for the purposes of meal breaks to a maximum of one hour and for rest pauses shall be paid an additional \$7.78 per day for each day so worked.

13.2 Bush patrol - police officers

Police officers detailed for bush patrol and other duties who use their own camping out equipment when required to camp out of doors shall be paid an additional \$14.78 per night.

13.3 Clothing - police officers

- (a) (i) A police officer appointed and/or directed to perform duty in plain clothes is entitled to an additional \$74.10 per fortnight (\$1,933.00 per annum).

- (ii) Where a police officer is appointed to perform duty in plain clothes on a permanent basis that officer shall, 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 a police officer 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) There is no entitlement to the allowance in clause 13.3(a) on cessation of the duties in plain clothes.
- (b) (i) Where an allowance is paid to a police officer in the circumstances prescribed in clause 13.3(a)(ii) and such officer ceases to be eligible for payment of the allowance, otherwise than by death, that officer is liable to repay QPS 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.

- (ii) The repayment of the allowance may be by mutually acceptable method between QPS and the officer.
- (c) A police officer required to wear stockings as part of their uniform shall be paid an additional \$14.82 per fortnight, being 20% of the clothing allowance referred to in clause 13.3(a)(i), rounded to the nearest cent. The amount will increase accordingly, rounded to the nearest cent, each time the clothing allowance increases.
- (d) Where a police officer:
 - (i) has obtained a certificate from a duly qualified medical practitioner confirming pregnancy; and
 - (ii) is physically unable to wear a uniform,

such officer is entitled to wear plain clothes and receive the fortnightly allowance as prescribed in clause 13.3(a)(i).

13.4 Costs of conveyance - police officers

- (a) QPS shall provide a police officer with either transport at no cost, or the cost of conveyance, or an allowance of \$0.77 per kilometre for the use of a private motor vehicle, in addition to any other entitlements, when the officer is directed or rostered to perform duty away from such officer's usual station, headquarters or section.
- (b) QPS will advise the police officer of the transportation arrangements prior to the commencement of such duty.
- (c) Payment of the allowance will only apply to kilometres in excess of those travelled by an officer between such officer's usual residence and usual place of employment.
- (d) When directed by QPS to travel a route which incurs a toll, the police officer will be reimbursed such expenses.

- (e) Clause 13.4 does not apply when a police officer elects to return to such officer's usual residence during a period of duty referred to in clause 13.4(a).

13.5 Diving allowance - police officers

A police officer who actually performs authorised diving duties on any day shall be paid an additional \$7.78 per day.

13.6 Divisional and District parities - staff members

- (a) In addition to the rates of wages set out in this Award the following fortnightly amounts shall be paid to staff members employed in the Divisions and Districts referred to hereunder:

Division and District	Per fortnight \$
Northern Division, Eastern District	2.10
Northern Division, Western District	6.50
Mackay Division	1.80
Southern Division, Western District	2.10

- (b) Divisions:

- (i) Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees 30 minutes of south latitude; then from that latitude due west to the western border of the State.
- (ii) Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees of south latitude; then from that latitude due east to the sea coast; then from the sea-coast northerly to the point of commencement.
- (iii) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

- (c) Districts:

- (i) Northern Division:

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

- (ii) Southern Division:

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then from that longitude due north to 25 degrees of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

13.7 Dog handlers allowance - police officers

- (a) Where a police dog is kennelled at the home of a dog handler, and the officer is required to care for and maintain the dog during hours rostered off duty, the officer shall be paid an additional fortnightly allowance at the rate of 12% of the fortnightly salary level prescribed for a Senior Constable paypoint 5.
- (b) The allowance is not payable in respect of any day during which the officer's dog is kennelled away from the officer's residence or being otherwise cared for at the expense of QPS.
- (c) The allowance prescribed in clause 13.7(a) is exclusive of all food and equipment needed to properly care for and maintain the dog.
- (d) Subject clause 13.7(b), the allowance is payable during all periods of leave.

13.8 First-aid allowance - staff members

- (a) A staff member holding a certificate in first-aid issued by the Queensland Ambulance Service, or equivalent qualification, who is appointed in writing by the Commissioner or delegate as a first-aid attendant shall be paid an additional \$3.28 per day.
- (b) This allowance shall be treated as part of the ordinary rate of pay for the purposes of annual leave (but not loading on leave), sick leave, long service leave and all other paid leave.

13.9 Locality allowance - police officers

- (a) A locality allowance shall be paid, subject to clause 13.16, to a police officer 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 officer will not refuse transfer to any part of the State, and any disabilities of police service in different parts of the State.
- (b) Subject to clause 13.9(c), a police officer stationed at one of the centres listed in Schedule 4 shall be paid locality allowance in the proportion prescribed below for the respective centre:
 - (i) An officer who proves to the satisfaction of the Commissioner that the officer has a dependent spouse and/or child or children shall be paid the rate of locality allowance set opposite the respective centre in Schedule 4. Should the officer's circumstances change at any time such officer must immediately notify the Commissioner.
 - (ii) Any other officer shall be paid half of the rate of locality allowance prescribed in Schedule 4, provided however that, in special and exceptional circumstances, the Commissioner may approve that an officer be paid the full rate of allowance.
- (c) 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 police officers in QPS and are both eligible for locality allowances, then each shall be paid one-half of the rate set forth opposite the respective centre in Schedule 4.
 - (ii) Where an officer 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 a police officer in QPS and is eligible for a locality allowance, then the police officer eligible for a locality allowance under clause 13.9, shall be paid one-half of the rate set forth opposite the respective centre in Schedule 4.
 - (iii) The provisions of clauses 13.9(c)(i) and (ii) apply whether or not the police officer or police officers concerned have a dependent child or children.

- (d) For the purposes of clause 13.9 a **dependent** should be regarded as a person who does not receive remuneration in excess of the Queensland Minimum Wage.
- (e) Allowances whilst on leave - the allowances provided for in clause 13.9 shall be paid to an officer absent on annual leave, sick leave, and long service leave, or on special leave in such cases as the Commissioner may determine. When an officer is on leave without pay no allowance shall be payable.

13.10 Motor vehicle allowance - staff members

- (a) Where QPS requires a staff member to use their own vehicle in or in connection with the performance of their duties, the staff member shall be paid an allowance for each kilometre of authorised travel as follows:
 - (i) motor vehicle - \$0.77 per kilometre; and
 - (ii) motorcycle - \$0.26 per kilometre.
- (b) QPS may require a staff member to record full details of all such official travel requirements in a log book.

Note: Where a directive about motor vehicle allowances covers a staff member, the provisions of the directive apply to the staff member to the extent it provides a more generous entitlement.

13.11 Out of pocket allowance - detectives and plain clothes officers

- (a) A fortnightly spending allowance for out of pocket expenses is payable to:
 - (i) operational detectives; and
 - (ii) appointed operational plain clothes non-commissioned officers and constables, and other operational employees performing duty in plain clothes, appointed full-time to undertake criminal investigational duties,

where the officer concerned is involved in or conducts investigations which normally bring such officer into contact with members of the general community in the course of such investigations.

- (b)
 - (i) An officer who is entitled to the allowance as prescribed by clause 13.11(a)(i) shall be paid an allowance set at the rate of 2.5% of the fortnightly salary prescribed for a Senior Constable paypoint 5 and rounded to the nearest cent.
 - (ii) An officer who is entitled to the allowance as prescribed by clause 13.11(a)(ii) shall be paid an allowance set at the rate of 2% of the fortnightly salary prescribed for a Senior Constable paypoint 5 and rounded to the nearest cent.
- (c) There is no entitlement to the allowance prescribed in clause 13.11(a) on cessation of the duties described.

13.12 Overtime meal allowances - non-commissioned police officers

- (a) Clause 13.12 does not apply to commissioned officers.
- (b) A non-commissioned police officer required to work overtime past the completion of such officer's ordinary rostered shift for the period specified in the table below shall, in addition to any payment for overtime to which such officer is entitled, be paid \$12.85 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 or more	1 hour

13.13 Overtime meal allowances and meal breaks - staff members

- (a) A staff member working day work required to work overtime for:
- (i) more than 2 hours after ordinary ceasing time or for more than one hour continuing beyond 1800 on any normal working day; or
 - (ii) more than 4 hours on a rostered day off or a scheduled day off,
- shall be provided with an adequate meal at QPS's expense or paid a meal allowance of \$12.85 in lieu of the provision of such meal.
- (b) A staff member shift worker required to work overtime for:
- (i) more than 2 hours after ordinary ceasing time on any normal working day; or
 - (ii) more than 4 hours on a rostered day off, scheduled day off or a public holiday,
- shall be provided with an adequate meal at QPS's expense or paid a meal allowance of \$12.85 in lieu of the provision of such meal.
- (c) A staff member working overtime in the circumstance mentioned in clause 13.13(a)(i) shall be entitled to take a 30 minute unpaid meal break at a time agreed between QPS and the employee.
- (d) A staff member working overtime in the circumstance mentioned in clause 13.13(b)(i) shall be entitled to take a 30 minute paid crib break after the first 2 hours worked.
- (e) Where QPS requires the staff member to continue working for a further 4 hours of continuous overtime work in either of the situations mentioned in clauses 13.13(a) and (b), the employee shall be entitled to a 30 minute unpaid meal break and either provided with an adequate meal at QPS's expense or paid an additional meal allowance of \$12.85.
- (f) Where a staff member has been given notice to work overtime on the previous working day or prior thereto, and has brought to work a prepared meal and such overtime is cancelled, the employee shall be paid a meal allowance of \$12.85 for such prepared meal.

13.14 Prisoner's rations - police officers

Where a police officer is required to provide rations to prisoners confined in lock-ups, such officer shall be paid \$12.85 per meal supplied to each prisoner.

13.15 Special Emergency Response Team - police officers

- (a) An officer who is detailed to perform full-time duty as an operational member of the Special Emergency Response Team (SERT) shall be paid an additional fortnightly allowance at the rate of 12.9% of the fortnightly salary prescribed for a Senior Constable paypoint 5 whilst so attached.
- (b) An officer who is detailed to perform part-time duties as an operational member of the SERT shall be paid the fortnightly allowance prescribed in clause 13.15(a) for any participation in authorised SERT activities within that fortnight.

- (c) The allowance prescribed in clauses 13.15(a) and (b) is not payable on any form of leave, excluding programmed day/s off and scheduled day/s off and when recalled to duty from leave.

13.16 Travelling and relieving expenses

- (a) A police officer who is necessarily absent from such officer's headquarters to undertake relieving, perform special duties or to undertake their normal duties, and necessarily lodges or resides temporarily away from their usual place of residence shall be entitled to reimbursement of actual and reasonable travelling, accommodation, meal and incidental expenses.
- (b) Reimbursement of travelling and relieving expenses is subject to production of documentary evidence (receipts, etc) as required by the Commissioner.

Note: Where a directive about travelling and/or relieving expenses covers a police officer, the provisions of the relevant directive apply to the police officer to the extent it provides a more generous entitlement.

13.17 Uniforms and laundry allowance - staff members

- (a) Where QPS requires a staff member to wear a uniform, the staff member will be supplied suitable uniforms of good quality as approved by QPS. Uniforms will be replaced by QPS on a fair wear and tear basis.
- (b) Where a staff member is required to wear a uniform, QPS must launder the uniform without charge to the employee or pay the employee an additional \$4.20 per fortnight.

13.18 Adjustment of monetary allowances

- (a) Other than the expense related allowances at clauses 13.2 (bush patrol allowance), 13.3 (clothing allowance), 13.4 (cost of conveyance allowance), 13.10 (motor vehicle allowance), 13.12 (overtime meal allowance), 13.13 (overtime meal allowance), 13.14 (prisoner's rations allowance) and 13.17 (uniforms and laundry allowance), locality allowances referenced in clause 13.9 and the Divisional and District parities at clause 13.6, all other monetary allowances specified in clause 13 shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.2 (bush patrol allowance), 13.3 (clothing allowance), 13.4 (cost of conveyance allowance), 13.10 (motor vehicle allowance), 13.12 (overtime meal allowance), 13.13 (overtime meal allowances and meal breaks), 13.14 (prisoner's rations allowance) and 13.17 (uniforms and laundry allowance), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Bush patrol allowance (last adjusted 1 September 2016)	Other recreation, sport and culture sub-group
Clothing allowance (last adjusted 1 September 2015)	Clothing and footwear group

Cost of conveyance <i>(last adjusted 1 September 2014)</i>	Private motoring sub-group
Motor vehicle allowance <i>(last adjusted 1 September 2014)</i>	Private motoring sub-group
Overtime meal allowance <i>(last adjusted 1 September 2016)</i>	Take-away and fast foods sub-group
Prisoner's rations <i>(last adjusted 1 September 2016)</i>	Take-away and fast foods sub-group
Uniforms and laundry allowance <i>(last adjusted 1 September 2015)</i>	Clothing and footwear group

32. By deleting clause 14 and inserting the following in lieu thereof:

14. Superannuation

- (a) Subject to Commonwealth legislation and clause 14(b), QPS must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).
- (b) Where Commonwealth legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which QPS's contributions are directed, QPS will direct contributions to the appropriate fund prescribed in the abovementioned Queensland legislation.

33. By deleting the word "work" where it appears in the heading of clause 15, as well as updating this heading where it appears in the Table of Contents, and the heading of clause 15.1 and inserting the word "duty" on both occasions.

34. By deleting clause 15.3(a)(ii) and inserting the following in lieu thereof:

- (ii) Where the arrangement of ordinary hours of work provides for a rostered day off, QPS and an individual staff member and/or the majority of staff members concerned may agree to accrue up to a maximum of five rostered days off.

35. By deleting clauses 15.4(b) and (f) and inserting the following in lieu thereof:

- (b) A 28 day roster will be prepared setting out the days of duty of each police officer including the starting and ceasing times of such days, scheduled days off and, where applicable, programmed day off.
- ...
- (f) The requirements of clause 15.4 are to be modified as necessary where circumstances result in clauses 15.2(e) or (f) being invoked.

36. By deleting clause 15.5 and inserting the following in lieu thereof:

15.5 Payment for working ordinary hours - police officers performing shift work

- (a) Clause 15.5 does not apply to commissioned officers.
- (b) A police officer rostered to perform a shift of duty (not being in the nature of overtime) commencing on a Saturday shall be paid at the rate of time and one-half of the officer's normal salary for that shift.

- (c) A police officer rostered to perform a shift of duty (not being in the nature of overtime) commencing on a Sunday shall be paid at the rate of double time of the officer's normal salary for that shift.
 - (d) A police officer who works between 1800 and 0600 (not being in the nature of overtime) shall be paid a shift penalty of 15% if a continuous period of four hours or more is worked between 1800 and 0600.
 - (e) For ordinary shifts which commence after 0200 and before 0600, police officers shall be paid a loading of 15% per hour for each hour or part thereof worked prior to 0600.
 - (f) The payments as provided in clauses 15.5(d) and (e) do not apply where an officer is being paid weekend work rates as prescribed in clauses 15.5(b) and (c).
37. By deleting clause 15.7(c) and inserting the following in lieu thereof:
- (c) The extra payments prescribed in clause 15.7 will not apply where a staff member works on their scheduled day off in accordance with the provisions of clause 15.3(b).
38. By deleting clause 15.8(d) and inserting the following in lieu thereof:
- (d) A shift worker shall not perform more than two consecutive shifts (e.g. day shift/afternoon shift; afternoon shift/night shift).
39. By deleting clause 15.9(b) and inserting the following in lieu thereof:
- (b) Subject to clause 15.9(c) all ordinary hours of duty worked by a shift worker on a weekend or a public holiday shall be paid for as follows:
 - (i) between 0000 and 2400 on a Saturday - time and one-half;
 - (ii) between 0000 and 2400 on a Sunday - double time; and
 - (iii) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 24.2.
40. By deleting clause 16.2(a) and inserting the following in lieu thereof:
- (a) All day workers who work in excess of 5 hours on any day shall be allowed not less than 30 minutes for an unpaid meal break between the third and sixth hours of duty.
41. By deleting clause 17(a) and inserting the following in lieu thereof:
- (a) All staff members are entitled to a paid rest pause of 10 minutes duration in QPS's time in the first and second half of the working day, subject to the following:
 - (i) a total of 10 minutes for a staff member who works for more than 4 hours but less than 6 ordinary hours in any day; or
 - (ii) a total of 20 minutes for a staff member who works for at least 6 ordinary hours in any day.
42. By deleting clause 18.2 and inserting the following in lieu thereof:

18.2 Payment for overtime - non-commissioned police officers

- (a) Clause 18.2 will not apply to commissioned officers.

- (b) Subject to clause 18.2(d), all overtime worked by a police officer (other than a shift worker) outside ordinary working hours or on a programmed day off is to be paid at the rate of time and one-half for the first 3 hours and double time thereafter.
- (c) In the case of shift workers, all overtime shall be paid for at the rate of double time.
- (d) At stations where not more than two police officers are regularly employed, and at QPCYWAs, overtime worked in accordance with clause 18.2(b) will not be paid but in lieu thereof police officers shall be paid the overtime consideration prescribed in clause 18.2(g).
- (e) Except where the circumstances envisaged by clauses 15.2(e) or (f) arise, a police officer who works overtime beyond such police officer's rostered ordinary hours of duty will, wherever practicable, be allowed a clear break of 8 hours before the commencement time of such police officer's next ordinary period of duty.
- (f) At each headquarters a record will be kept showing the amount of overtime worked by each police officer. Such record will be available for inspection at all reasonable times by the officer/s at such location.
- (g) At stations where not more than two police officers are regularly employed, the following fortnightly allowances shall be paid to such police officers in consideration of work in excess of the ordinary hours as prescribed by clause 15.1 and in lieu of overtime payment as prescribed by clause 18.2(b).

	Percentage of fortnightly rate for a Sergeant at paypoint 1
	%
Constables	12
Senior Constables	14.5
Sergeants	17

- (h) At stations where not more than two police officers are regularly employed, the working of a 76 hour fortnight (in 14 days) may be mutually agreed upon between the Commissioner and the QPUE. If any such agreement is made in respect of any such station, the police officers at that station shall be paid overtime in accordance with the provisions of clause 18.2(b).
- (i) The allowances prescribed in clause 18.2(g) shall be paid to a police officer absent on annual leave, sick leave, long service leave or bereavement leave whilst the police officer remains attached to such a station or QPCYWA. When the police officer is on leave without pay, no allowance is payable.
- (j) A police officer who receives an allowance under clause 18.2(g) is not entitled to the allowances prescribed by clause 15.5(d).
- (k) All authorised overtime worked by a police officer on a public holiday shall be paid at the rate prescribed in clause 24.1.

43. By deleting the introductory sentence in clause 18.3 as well as sub-clauses (d) and (e) and inserting the following in lieu thereof:

Except as provided elsewhere in this Award:

...

- (d) All authorised overtime worked by a staff member on their rostered day off or first or third scheduled day off during a work cycle shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 2 hours' work.

- (e) All authorised overtime worked by a staff member on their second or fourth scheduled day off during a work cycle shall be paid at the rate of double time with a minimum payment as for 2 hours' work.

44. By deleting clause 18.5 and inserting the following in lieu thereof:

18.5 On call - additional payments - police officers

- (a) The provisions of clause 18.5 do not apply to:
 - (i) commissioned officers in so far as remuneration is concerned; and
 - (ii) police officers receiving the overtime considerations allowance in clause 18.2(g).
- (b)
 - (i) For the purposes of clause 18.5 **on call** means an arrangement in which a police officer 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 a variation of an on call roster where an officer has requested an alteration because of a valid reason. Such consideration may include, but is not limited to, officers with family responsibilities.
 - (iii) Officers notified that they are on call must remain available to be contacted by telephone or paging system for all of the time that they have been advised to be on call.
- (c) Subject to clause 18.5(h) the following payments shall be made to officers on call:
 - (i) Other than a programmed day off or a scheduled day off: an officer placed on call for other than a programmed day off or a scheduled day off shall be paid, for each hour or part thereof that the officer is on call, at the rate of 7% of the hourly rate of a Senior Constable paypoint 5.
 - (ii) On a programmed day off or a scheduled day off: an officer placed on call on a programmed day off or a scheduled day off shall be paid, for each hour or part thereof that the officer is on call, at the rate of 12% of the hourly rate of a Senior Constable paypoint 5.
- (d) Payment in accordance with clause 18.5 will not be made in respect of any period for which payment is otherwise made in accordance with the provisions of clauses 18.2 or 18.7.
- (e)
 - (i) When an officer is placed on call QPS will provide a paging system for all of the time the officer has been advised to be on call.
 - (ii) An officer who owns a personal paging system may agree to allow QPS to access that system.
 - (iii) The rental on the personal paging system will be reimbursed by QPS on a *pro rata* basis for the period of time within the billing period that the officer was actually on call.
- (f) No officer can be placed on call during any period of leave.
- (g) QPS is to provide an officer with either transport, the cost of conveyance, or an allowance at the rate prescribed in clause 13.4(a) for the use of a private vehicle for any travel resulting from being on call. This payment will only apply where an officer responds for duty whilst on call and:
 - (i) travels outside their ordinary working hours; and
 - (ii) such travel is in addition to normal travel undertaken to attend for ordinary hours of work.

- (h) (i) At stations that are not staffed 24 hours per day, calls for service outside of staffed hours should, wherever operationally viable, be diverted to the relevant Communication Centre.
- (ii) Where this is not operationally viable, the QPS may extend a telephone system such that calls are extended, diverted or redirected to an officer's place of residence and that officer will be paid 50% of the on call provisions of clause 18.5(c).
- (iii) Employees placed on "telephone divert" will not be required to hold themselves ready to respond for duty. However, nothing in this clause removes QPS' ability to recall an officer to duty.
- (i) (i) An employee on call who is contacted (e.g. by a telephone call) and who undertakes duty without the need to leave the employee's place of residence shall be entitled to be paid at overtime rates based on the actual time worked up to a maximum of 3 hours on any one day.
- (ii) Undertaking duty in this instance will include providing advice, referring callers to other staff or organisations, taking details of complaints/incidents for resolution during ordinary hours, directing other staff to attend an incident or managing an incident.
- (iii) The employee will be responsible for the recording of the nature and the times of contact in respect of the types of matters mentioned above for subsequent verification by the Commissioner or delegate.

45. By deleting clause 18.6(a) and inserting the following in lieu thereof:

- (a) Where a staff member is instructed to be available on call outside ordinary or rostered working hours the staff member shall be paid, in addition to their ordinary weekly rate of pay, an allowance based upon the hourly rate of the classification of **professional officer level 3, paypoint 4** of the *Queensland Public Service Officers and Other Employees Award - State 2015* in accordance with the following scale:
 - (i) where the staff member is on call throughout the whole of a Saturday, Sunday or a public holiday: 95% of the prescribed hourly rate;
 - (ii) where a staff member is on call during the night only of a Saturday, Sunday or a public holiday: 60% of the prescribed hourly rate; and
 - (iii) where a staff member is on call on any other night: 47.5% of the prescribed hourly rate.

46. By deleting clauses 18.7(b) and (c) and inserting the following in lieu thereof:

- (b) Subject to clause 18.7(c), a police officer recalled to perform duty after completing a normal work period or shift, or recalled to perform duty whilst on annual leave, long service leave, sick leave, leave without pay, a programmed day off or a scheduled day off, shall 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.
- (c) At stations where not more than two officers are regularly employed, and at QPCYWAs, overtime in accordance with clause 18.7(b) shall not be paid but in lieu thereof an officer shall be paid the allowance prescribed in clause 18.2(g).

47. By deleting clauses 18.8(a) and (d)(i) and inserting the following in lieu thereof:

18.8 Recall to duty - from on call - staff members

- (a) **Monday to Friday** - a staff member on call being recalled to perform duty shall be paid for the time worked at the overtime rate prescribed in clauses 18.3 or 18.4, such time to be calculated as from home and return with a minimum payment as for 2 hours' work.

...

- (d) A staff member on call who undertakes duties without the need to leave the employee's place of residence shall be entitled to the following:

- (i) where providing advice, referring callers to other staff or organisations, taking details of complaints/incidents for resolution during ordinary hours or directing other staff to attend an incident (normally no greater than 10 minutes for each occurrence) - payment at the overtime rate prescribed in clauses 18.3 or 18.4 for the actual time worked up to a maximum of 2 hours on any one day. Where at least four calls in this category are taken between 2200 and 0600, such calls shall be deemed to constitute a minimum of one hour's work.

48. By deleting clause 18.11(d) and inserting the following in lieu thereof:

- (d) Clause 18.11 does not apply to staff members:

- (i) who reside or remain at or about their place of work and who are required to perform duties on an intermittent basis outside their ordinary hours of duty; or
- (ii) who work less than 2 hours when recalled to duty from on call, inclusive of travelling time, on one or more recalls.

49. By deleting clauses 20.2(b) and (c) and inserting the following in lieu thereof:

- (b) A non-continuous shift worker proceeding on annual leave is entitled to receive the following payment:

- (i) an amount equal to the salary level being paid to the staff member immediately before the staff member takes the leave for the period of such leave calculated according to the staff member's roster or projected roster including shift, weekend or public holiday penalties; or
- (ii) an amount equal to the salary level being paid to the staff member immediately before the staff member takes the leave for the period of such leave, plus a further amount equal to 17.5% of the salary payable for ordinary time in relation to the staff member's substantive position for the period of such leave, excluding any shift, weekend or public holiday penalties,

whichever is the higher.

- (c) A continuous shift worker proceeding on annual leave is entitled to receive the following payment:

- (i) an amount equal to the salary level being paid to the staff member immediately before the staff member takes the leave for the period of such leave calculated according to the staff member's roster or projected roster including shift, weekend or public holiday penalties; or
- (ii) an amount equal to the salary level being paid to the staff member immediately before the staff member takes the leave for the period of such leave, excluding any shift, weekend or public holiday penalties, plus a further 27.5% of this amount,

whichever is the higher.

Note: Where a directive about annual leave covers a staff member, the provisions of the directive apply to the staff member to the extent it provides a more generous entitlement.

50. By deleting clause 20.3 and inserting the following in lieu thereof:

20.3 Christmas/New Year closure - staff members

- (a) Where their work location is compulsorily closed over the Christmas/New Year period, all affected staff members shall have their annual leave entitlement debited (other than a **concessional day**) by the number of ordinary working days, or hours in the case of part-time/flexible hours employees, they would ordinarily have worked between Christmas Day and New Year's Day, inclusive.
- (b) For the purposes of clause 20.3(a), **concessional day** means any day upon which a staff member is permitted to be absent on full pay without debit to any leave account as a result of a compulsory closure of Government establishments over the Christmas/New Year period or such closure or restricted staffing as QPS determines.
- (c) Notwithstanding the provisions of clause 20.3(a), the Commissioner and a staff member may agree that a staff member may access any accrued rostered days off or TOIL during a compulsory Christmas closure period instead of having their annual leave entitlement debited.

51. By deleting clause 21.1 and inserting the following in lieu thereof:

21.1 Sick leave - police officers

- (a) Police officers upon being sworn in will receive an annual credit of 114 hours (15 days) sick leave.
- (b) For police officers, entitlement to paid sick leave is subject to the following conditions:
 - (i) The police officer must produce to QPS a certificate of a duly qualified medical practitioner, specifying the nature of the police officer's illness or injury, and the period or approximate period during which the officer will be unable to work.
 - (ii) It is not necessary for a police officer to produce a medical certificate if the officer's absence from work on account of illness or injury does not exceed three consecutive working days.
 - (iii) If a police officer is absent on sick leave without a medical certificate for more than an aggregate of six 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.
 - (iv) 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 a police officer's chronic or recurring medical condition.
 - (v) The police officer must promptly notify of their illness or injury and of the approximate period during which they 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.
 - (vi) The Commissioner may require the police officer 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 officer to participate, and to retain contact with the workplace.
 - (vii) Paid sick leave will not be granted to a police officer suffering from an illness or injury resulting from the officer's own wilful misbehaviour or carelessness, which could have been avoided by the taking of reasonable precautions.

- (viii) Where the Commissioner has reasonable grounds to question the reason for the absence of a police officer, the Commissioner may direct the officer to attend at the office of a medical practitioner nominated by QPS for examination at no cost to the police officer. If the officer advises that they are unable to visit the medical practitioner due to a medical condition, the officer will allow the medical practitioner to visit and examine the police officer, at no cost to the officer, upon mutually agreed arrangements.

52. By deleting clause 22 and inserting the following in lieu thereof:

22. Parental leave

- (a) Parental leave is provided for in Division 5 of the QES and covers:
 - (i) birth-related leave for an employee who is pregnant or whose spouse gives birth;
 - (ii) adoption leave; and
 - (iii) surrogacy leave.
- (b) Notwithstanding the provisions of Subdivision 2 of Division 5 of the QES, all full-time and part-time/flexible hours employees are entitled to parental leave upon commencement of employment.
- (c)
 - (i) An employee who is pregnant, whether or not she has given QPS written notice of the date/s on which she proposes to start and/or end maternity leave, must:
 - (A) commence maternity leave at least 6 weeks prior to the expected date of birth of her child; and
 - (B) remain on maternity leave until at least 6 weeks after the birth of the child.
 - (ii) QPS may at the request of the employee and on receipt of a certificate from a medical practitioner certifying that in the opinion of the medical practitioner:
 - (A) the employee is fit for duty until a specified date - reduce the period mentioned in clause 22(c)(i)(A); or
 - (B) the employee is fit to resume duty - reduce the period mentioned in clause 22(c)(i)(B).
 - (iii) If QPS makes a decision under clause 22(c)(ii)(A) to reduce the period, the approval is of effect until:
 - (A) the day specified in the medical certificate; or
 - (B) the day 14 days after the day QPS revokes the decision by giving written notice to the employee; or
 - (C) the employee commences maternity leave; or
 - (D) the day of the employee's confinement,whichever happens first.
- (d) An employee who is pregnant, during the term of her pregnancy until 6 weeks before the expected date of birth of her child or lesser period as approved by QPS, may request to work part-time/flexible hours or other flexible work arrangements.

- (e) An employee who has taken leave to attend compulsory interviews or examinations as part of an adoption process or who has taken leave to attend compulsory interviews or court hearings associated with a surrogacy arrangement may request that such leave be taken as paid annual leave.
- (f) In addition to the provisions of Subdivision 6 of Division 5 of the QES an employee who has returned to work on a part-time/flexible hours basis may seek to return to the position they held prior to commencing parental leave.
- (g) If the position mentioned in clause 22(f) no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.
- (h) QPS must make a position to which the employee is entitled available to the employee.
- (i)
 - (i) An employee who is the parent of a child may apply, at any time, to QPS to work on a part-time/flexible hours basis in order to be the child's primary caregiver when not at work.
 - (ii) The requirements concerning the manner in which the employee may make an application to work part-time/flexible hours under clause 22(i)(i) are the same as those contained in the QES with respect to applications to return to work on a part-time/flexible hours basis for an employee on parental leave (i.e. s 71 GT).
 - (iii) The period in relation to which an application under clause 22(i) may be made cannot extend beyond the day the child is required to be enrolled for compulsory schooling under the *Education (General Provisions) Act 2006*.
 - (iv) The requirements concerning the manner by which QPS is to assess any application by an employee to work part-time/flexible hours are the same as those contained in the QES with respect to assessing applications to return to work on a part-time/flexible hours basis for an employee on parental leave (i.e. s 71GU).

Note: Where a directive about paid parental leave covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.

53. By deleting clause 24.1 and inserting the following in lieu thereof:

24.1 Payment for public holidays and for work on public holidays - non-commissioned police officers

(a) A non-commissioned police officer who works on:

- 1 January;
- 26 January;
- Good Friday;
- Easter Monday;
- 25 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 be paid at one and one-half times the ordinary rate for the time so worked.

(b) Easter Saturday

All work done by a non-commissioned officer on Easter Saturday (the day after Good Friday) is to be paid for at the rate of double time and one-half with a minimum payment as for 4 hours' work.

(c) Labour Day

(i) All non-commissioned police officers are 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.

(ii) If any non-commissioned officer works on Labour Day they shall be paid a full day's wage for that day and, in addition, a payment for the time actually worked at one and one-half times the ordinary rate of pay with a minimum payment as for 4 hours' work.

(d) Show Day

(i) Subject to clause 24.1(d)(ii) all work performed by a non-commissioned officer on a day appointed under the *Holidays Act 1983* to be kept as a holiday in relation to an annual agricultural, horticultural or industrial show, as specified by the relevant Minister by notification published in the *Queensland Government Gazette*, is to be paid for at the rate of double time and one-half with a minimum payment as for 4 hours' work.

(ii) Clause 24.1(d)(i) is not to be construed to confer on an officer an entitlement to be paid for work performed on a Show Day on more than one occasion in each calendar year.

(e) Subject to clauses 18.2(d) and (g), a non-commissioned police officer who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the officer's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.2(b).

54. By deleting the heading of clause 24.2 as well as subclauses (a), (b) and (c) and inserting the following in lieu thereof:

24.2 Payment for public holidays and for work on public holidays - staff members

(a) A staff member (other than a casual staff member) who would normally work on a day on which a public holiday falls and who:

(i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;

(ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 24.2(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.

(b) A staff member (including a casual staff member) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the staff member's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clauses 18.3 or 18.4, as the case may be.

(c) A staff member (including a casual staff member) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.

55. By deleting clause 24.4(a) and inserting the following in lieu thereof:
- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the Commissioner and a staff member or staff members, another ordinary working day may be substituted for a public holiday.

56. By deleting clause 24.5 and inserting the following in lieu thereof:

24.5 Staff members who do not ordinarily work Monday to Friday of each week

- (a) A staff member (other than a casual staff member) who does not ordinarily work Monday to Friday of each week is entitled to public holidays as follows:
 - (i) either payment for each public holiday or a substituted day's leave.
 - (ii) where a public holiday would have fallen on a Saturday or a Sunday (e.g. Australia Day) but is substituted for another day, a staff member who would ordinarily have worked on such Saturday or Sunday but who is not rostered to work on such day is entitled to payment for the public holiday or a substituted day's leave.
 - (b) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day, a staff member required to work on Christmas Day (i.e. 25 December) is to be paid at the usual rate for work performed on a Saturday or Sunday, as the case may be, plus a loading of 50% of the ordinary hourly rate.
 - (c) For the purpose of clause 24.5(a) **payment for each public holiday and a substituted day's leave** means:
 - (i) for full-time staff members, 7.6 hours at ordinary rates; and
 - (ii) for part-time/flexible hours staff members, the number of ordinary hours normally worked on the same day of the week on which the holiday falls.
 - (d) Nothing in clause 24.5 confers a right to any staff member to payment for a public holiday as well as a substituted day in lieu.
57. By deleting clauses 24.6(a) and (b) and inserting the following in lieu thereof:
- (a) A staff member (other than a casual staff member) whose rostered day off falls on a public holiday shall be paid an additional day's wage or, by mutual agreement between QPS and the staff member, be granted a day's holiday in lieu at a time to be mutually arranged, including by taking it in conjunction with annual leave.
 - (b) For the purpose of clauses 24.6(a) **additional day's wage and a day's holiday in lieu** means:
 - (i) for full-time staff members, 7.6 hours at ordinary rates; and
 - (ii) for part-time/flexible hours staff members, the number of ordinary hours normally worked on the same day of the week on which the holiday falls.

58. By deleting clauses 26(a) and (f) and inserting the following in lieu thereof:

- (a) Every police officer who has served three continuous years in one of the stations listed in Schedule 3 to this Award has the option of a transfer to a station not listed.

...

- (f) When a police officer is transferred from one station to another, and the Commissioner has approved of such police officer effecting the transfer by means of a privately owned motor vehicle, such police officer will be allowed the following:
 - (i) one-half of the per kilometre rate prescribed in clause 13.4 for each kilometre of the journey by the most practical direct route; and
 - (ii) actual and reasonable expenses for meals enroute and necessary accommodation and leave over the 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.

59. By deleting clause 27(a) and inserting the following in lieu thereof:

- (a) A staff member who is required to:
 - (i) travel on official duty; or
 - (ii) take up duty away from the employee's usual place of work to relieve another employee; or
 - (iii) to perform special duty,

is to be provided, where necessary as determined by the Commissioner, with reasonable transport and accommodation and reimbursed actual and reasonable expenses for transport, accommodation, meals and incidental expenses necessarily incurred by the employee.

60. By inserting a Note under clause 27 as follows:

Note: Where a directive about travelling and relieving expenses or excess travel covers a staff member, the provisions of the relevant directive apply to the staff member to the extent it provides a more generous entitlement.

61. By deleting clause 28(c) and inserting the following in lieu thereof:

- (c) A consultative mechanism and procedure involving representatives of management, employees and relevant unions shall be established as determined by the Commissioner, having regard to the size, structure and needs of QPS.

62. By deleting clause 32 and inserting the following in lieu thereof:

32. Industrial relations education leave

- (a) 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.
- (b) Employees may be granted up to five working days (or the equivalent hours) paid time off (non-cumulative) per calendar year, approved by the Commissioner, to attend industrial relations education sessions.
- (c) Additional leave, over and above five working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the Commissioner, the relevant union and the employee.

- (d) 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 Australian Council of Trade Unions (ACTU) Congress.
 - (e) The granting of industrial relations education leave or any additional special leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the QPS/work unit concerned. At the same time, such leave shall not be unreasonably refused.
 - (f) At the discretion of the Commissioner, employees may be granted special leave without pay to undertake work with their union.
63. By deleting clause 33(b)(i) and inserting the following in lieu thereof:
- (b) Entry procedure
 - (i) An authorised industrial officer may enter a workplace at which QPS carries on a calling of the officer's organisation, during QPS's business hours, to exercise a power under section 373 of the Act as long as the authorised industrial officer:
 - (A) has notified QPS or QPS's representative of the officer's presence; and
 - (B) produces their authorisation, if required by QPS or QPS's representative.
64. By deleting Schedule 1 and inserting the following in lieu thereof:

Schedule 1 - Generic Level Statements - Operational Stream

Operational officer level 1 (OO1)

Work level description

Training, both on and off-the-job, is a dominant feature of this level.

Characteristics of the work

Work at this level is performed under close supervision and direction following standard routines, methods and procedures with little scope for deviation or the exercise of initiative or judgement in the selection of appropriate means to complete the work assignment. Limited responsibility exists for the final outcome.

The routines, methods and procedures to be followed are at a level consistent with skills acquired. Direct guidance is given when problems arise.

Positions at this level have no supervisory responsibility.

Duties and skills

Employees at this level usually perform repetitive tasks which are fully prescribed and are usually performed in response to standardised instructions or requests. There is only limited scope for interpretation.

Operational officer level 2 (OO2)

Work level description

Positions at this level involve the delivery of operational services whose work routines, methods, and procedures are clearly established and there is limited scope for deviation.

Training, both on and off the job, is often a dominant feature of this level.

Characteristics of the work

Work may initially be performed under close supervision by a more experienced officer, however, this supervision is expected to reduce as experience increases. Employees at this level may operate individually or as a member of a project team within a work group.

Limited discretion is available for the selection of the appropriate means of completing duties or tasks. Guidance is always available and work outcomes may be closely monitored.

Positions at this level may have limited supervisory responsibilities with more experienced staff assisting new staff by providing guidance and advice.

Duties and skills

Positions at this level may involve an employee in a range of activities including the performance of non-repetitive tasks governed by established procedures, specific guidelines and standardised instructions.

Duties may include field support or regulatory inspection activities and data collection and recording.

Appointees to this level undertake a range of functions requiring the practical application of acquired skills and knowledge.

Technical skills not requiring trade or equivalent qualifications are required in order to safely and effectively operate basic machinery to perform routine and standard functions, and organise duties across a working day to meet regular work load requirements.

Operational officer level 3 (OO3)

Work level description

Appointment to this level requires proven expertise in the particular discipline with demonstrated proficiency in applying established techniques.

An understanding of the agency's functions coupled with detailed knowledge of the work units' operations, practices and procedures is necessary for competent performance.

Characteristics of the work

Employees at this level work under general direction and undertake a range of functions which may require the application of trade based skills and experience or the practical application of a high level of skills.

Employees at this level may operate individually or as a member of a project team within a work group.

Supervision of subordinate employees within a small discrete work group or function may be a feature of this level.

Assistance is usually available if required when problems occur, although problems are usually resolvable by reference to procedures, documented methods and instructions.

Whilst there is some scope for the exercising of initiative in the application of established work practices and procedures, problems can generally be solved by reference to documented methods and instructions.

Duties and skills

Work at this level requires a sound knowledge of the agency's functions and the requirements of the discipline.

A sound knowledge of the operating procedures is required.

Supervisory responsibilities may include co-ordination of work-flow processes, training of subordinate staff, responsibility of quality of output of the workgroup, staff assessment and performance counselling in relation to subordinates.

Knowledge and compliance with regulations, codes and specifications may be required.

Duties at this level may include application of trade based skills or equivalent involving field work, design/modification of equipment, research projects, support services and the collating and analysis of specimens or data.

Operational officer level 4 (OO4)

Work level description

Work at this level requires specialised knowledge within the discipline.

Work is undertaken under limited direction as to work priorities and the detailed conduct of the task.

Employees may be responsible for larger work groups or functions, field groups or district operations.

High levels of initiative in accomplishing objectives may be required to be exercised either on an individual basis or in a multi-disciplinary unit.

Characteristics of the work

Work is performed either independently with guidance from superiors only received for those aspects of work which involve new or sophisticated techniques or relate to areas outside the positions normal span of activity.

There is scope for the exercise of initiative in the application of established work practices and procedures.

Duties and skills

Duties include the supervision of a work group or function, field group or regional operation, with responsibility for the standard of workmanship, completion of work assignments and allocation of resources.

Interpretation of guideline material and documented precedents and the application of judgment may be required in the determining of solutions to problems.

Operational officer level 5 (OO5)

Work level description

Work at this level requires specialised knowledge of complex though conventional methods and techniques.

High levels of autonomy and initiative may be required to be exhibited in accomplishing objectives and undertaking projects.

Management of large work groups may be a factor.

Characteristics of the work

Employees at this level are subject to limited direction and may exercise managerial responsibility for a large and complex work program.

Usually only broad guidance and advice is provided as to operational requirements and deadlines to achieve end results in line with operating goals.

Duties and skills

Duties may involve detailed planning, directing, co-ordinating or financial control within budget, material and workforce limitations established by management and the implementation of overall agency policies.

Managerial responsibility includes training of subordinate staff, co-ordination of workflow processes, responsibility for quality of output of the work unit, performance assessment and review, staff counselling, career planning and development, application of equal employment opportunity principles as well as implementing occupational health and safety guidelines and principles.

Operational officer levels 6 and 7 (OO6 & OO7)

Work level description

Work at these levels require specialised knowledge and may be undertaken autonomously.

These are managerial levels and may include responsibility for large and complex work groups.

Characteristics of the work

Responsibilities at these levels will reflect the size and complexity of agency operations and will normally entail significant independence of action in the allocation of resources within constraints imposed by management.

Work is performed under limited direction with a significant degree of discretion permitted within the boundaries of broad guidelines to achieve organizational goals.

Duties and skills

Duties at these levels reflect the independent operation of the employee and may involve significant allocation of resources.

Management of work units may include prioritising work, training staff, monitoring of work flow and setting of local strategic plans. Assessment and review of the standard of work of subordinate staff is also a requirement of these levels.

Work at these levels require a knowledge and awareness of agency operations as well as detailed knowledge of major activities of the work unit.

The requirement to interpret legislation, regulations and other guidance material relating to the operations and functions of the work area is necessary for adequate performance at these levels.

65. By deleting Schedule 2 and inserting the following in lieu thereof:

Schedule 2 - Supported Wage System

This Schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the supported wage system.

Definitions - In this Schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this Award for the class of work for which an employee is engaged

supported wage system (sws) means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

sws wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

Eligibility criteria

- (a) Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a disability support pension.
- (b) This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of the *Workers' Compensation and Rehabilitation Act 2003*.

Supported wage rates

- (a) Employees to whom this Schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following Table and Note:

Assessed capacity (see below)	Relevant minimum wage*
10%	10%
20%	20%
30%	30%
40%	40%

50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

*Note: The minimum amount payable to an employee receiving a supported wage must not be less than \$82 per week.

- (b) Where an employee's assessed capacity is 10%, the employee must receive a high degree of assistance and support.

Assessment of capacity

- (a) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the sws by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- (b) All assessments made under this Schedule must be documented in a sws wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the sws.

Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this Schedule will be entitled to the same terms and conditions of employment as other workers covered by this Award on a *pro rata* basis.

Workplace adjustment

If the employer wishes to employ a person under the provisions of this Schedule it must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation.

Trial period

- (a) In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (c) The minimum amount payable to the employee during the trial period must be no less than the amount recorded in the Note under the Table (above).
- (d) Work trials should include induction or training as appropriate to the job being trialled.

- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment (see **Assessment of capacity** - above).

66. By deleting Schedule 5 and inserting the following in lieu thereof:

Schedule 5 - Directives Which Apply to Employees Covered by this Award

Directives which apply as a term of this Award - police officers

The terms and conditions of the directives about the matters specified below shall apply to police officers covered by this Award until 26 February 2018.

- Domestic travelling and relieving expenses
- International travelling, relieving and living expenses
- Long service leave
- Paid parental leave
- Special leave (only to the extent of the provisions relating to bereavement leave)

Directives referenced in the body of the Award and which apply by operation of the Directive itself - staff members

- Court attendance and jury service
- Early retirement, redundancy and retrenchment
- Long service leave
- Motor vehicle allowances
- Paid parental leave
- Recognition of previous service and employment
- Recreation
- Sick leave
- Special leave

Directives which apply as a term of this Award - staff members

The terms and conditions of employment of the directive about the matters specified below shall apply to staff members covered by this Award until 26 February 2018.

- Higher duties

Dated: 11 November 2016

By the Commission,
M. Shelley,
Deputy Industrial Registrar.

Operative Date: 11 November 2016
Determination - Correction of error

Released: 11 November 2016