

**QUEENSLAND POLICE SERVICE
CERTIFIED AGREEMENT 2022**

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PART ONE - PRELIMINARY

1 Title

This Agreement shall be known as the *Queensland Police Service Certified Agreement 2022*.

2 Purpose of the Agreement

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

3 Application

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

4 Previous Certified Agreement

This Agreement replaces the *Queensland Police Service Certified Agreement, 2019* from the date of operation of this Agreement.

5 Duration

This Agreement will operate from 15 November 2022 unless otherwise stated and shall have a nominal expiry date of 30 June 2025.

6 Renegotiation of this Agreement

Subject to the provisions of the Industrial Relations Act 2016 as amended from time to time, the parties agree to commence discussions for re-negotiation of a replacement Agreement at least four months prior to 30 June 2025.

7 Relationship with Existing Awards

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

The relevant existing award applicable to employees covered by this Agreement is:-

- Queensland Police Service Employees Award – State 2016.

- (2) The parties agree to undertake action during the period of this Agreement to consider any applications to amend the award which will incorporate identified provisions contained in this Agreement.

8 Equity Considerations

- (1) The effect of this Agreement is not to allow any conduct or treatment, either direct or indirect, which would contravene the *Anti-Discrimination Act 1991*.
- (2) This Agreement provides for remuneration based on classification levels related to skills required to perform the role so that a female employee doing the same work as a male employee will receive equal remuneration. The classification structure and associated wage rates are contained in clause 13 and Appendix 1.

9 No Further Claims

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

10 Definitions

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

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

- (2) **Award** – the *Queensland Police Service Employees Award – State 2016*, as amended or replaced from time to time.
- (3) **Centre** – means a location to which an employee has been transferred from or transferred to.
- (4) **Closed merit** – for non-commissioned officers, means a process of selection used in a transfer situation where the vacancy is not advertised on open merit, but more than one person has been identified as potential transferees. Decisions shall be on the basis of those skills and abilities identified as being necessary for the position. However, issues such as tenure, location, current rank, special qualifications may also be determining factors. Thus closed merit is applied within the relevant closed pool of

employees on the same rank who have expressed their interest in transferring to a position, rather than within a wider pool which would be created by advertising the vacancy.

- (5) **Commissioned Officer** – means an employee at the ranks of Inspector, Superintendent and Chief Superintendent.
- (6) **Commissioner** – the Commissioner of the Police Service appointed pursuant to the provisions of the *Police Service Administration Act 1990*.
- (7) **Compulsory training requirements** – means those face-to-face training requirements determined by the QPS Education and Training Sub-Committee for a financial year, as relevant and compulsory for a sworn officer's rank or staff member's level. An employee is eligible for paypoint progression if they have successfully completed all compulsory training requirements in the preceding financial year.
- (8) **Employee** – means unless otherwise designated a person to whom this Agreement applies.
- (9) **Equity** – means an employee working an Operational Shift Roster, and working his or her fair share of nights, weekends, afternoons and day shifts with everybody else on that roster. See the "Rostering Rules" via the Service's Intranet.
- (10) **Equity year** – means the period/s which take into account 13 x 28 day rosters. For the purposes of this Agreement, the equity years will be as follows:
 - 23 April 2022 – 21 April 2023
 - 22 April 2023 – 19 April 2024
 - 20 April 2024 – 18 April 2025
 - 19 April 2025 – 17 April 2026
- (11) **Family** – for the purposes of transfer, means a spouse, dependent children and any other dependent member of the employee's family residing with the officer at the time of transfer.
- (12) **Former Centre** – may be any former centre, not necessarily the centre from which the most recent transfer has taken place.
- (13) **Lateral Transfer** – the process of transferring Police Officers within the Service (in response to one or more operational factors unless otherwise provided for within this Agreement) at the existing rank to a position and/or location at an equivalent rank, without advertisement of that position. A Lateral Transfer excludes transfers made as a discipline sanction under the *Police Service Administration Act 1990*.
- (14) **Non - Commissioned Officer** – for the purposes of this Agreement, means an employee at the ranks of Constable, Senior Constable, Sergeant and Senior Sergeant.
- (15) **Open Merit** – refers to where a position is advertised to be filled on the basis of merit as prescribed within the *Police Service Administration Act 1990* [s. 5.2 (2) (a) as amended from time to time].
- (16) **Operational Shift Allowance (OSA)** – is a fortnightly allowance which shall be paid to employees who equitably participate in a two or three shift roster over seven days per week. This allowance is for all shift work (other than night shifts which attract payment of NOSA), weekends, public holidays, and in lieu of annual leave loading.
- (17) **Operational Shift Roster** – is the roster in a station, section or establishment on which the minimum coverage is two shifts per day seven days per week, and on which employees occupy positions which attract payment of the OSA.
- (18) **Permanent** – in relation to payment of the OSA, shall mean the employee has been promoted or transferred to an operational shift position on an operational shift roster; and shall also include employees

who have joined an operational shift roster for more than 28 days, but have not been promoted or transferred to such position.

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

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

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

11 Staff Members Conditions

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

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

are found at Appendix 2 of this Agreement.

PART 2 – SALARIES AND CLASSIFICATION STRUCTURE

12 Salary Related Matters

(1) Salary Increases

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

1 July 2022	4%
1 July 2023	4%
1 July 2024	3%

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

(2) Cost of Living Adjustment (COLA)

- (a) The Agreement provides for an annual cost of living adjustment in accordance with Appendix 6.
- (b) Notwithstanding the COLA eligibility requirements outlined at Part 2 of Appendix 6, an employee who must retire before a relevant calculation date because of the provisions of section 8.2(c) of the *Police Service Administration Act 1990 (Qld)* is an eligible employee.

13 Classification Structure

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

(1) Constables

- (a) Constables commencing on paypoint 1.1 will progress to paypoint 1.2 subject to successful completion of the First Year Constable Program.
- (b) Between paypoints 1.2 to 1.5 Constables progress subject to a minimum of 12 months service on each paypoint, plus completion of DAP and compulsory training requirements.
- (c) Paypoint 1.6 is retained as a paypoint for disciplinary sanctions only.

(2) Progression to Senior Constable

- (a) Constables who have completed 12 months service on paypoint 1.5, plus all compulsory training requirements and obtained satisfactory performance reports, will be able to progress to Senior Constable paypoint 2.1.

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

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

- (i) The officer's performance was satisfactory during the last completed DAP period;
- (ii) The officer's performance has continued to be satisfactory to the current date; and
- (iii) The officer is capable of undertaking and is likely to satisfactorily perform all of the duties normally undertaken by a Senior Constable in the type of duty and in the location in which the officer currently works.

- (b) Once all of the above criteria have been met, vetting must occur.
- (c) Subject to satisfactory vetting, the effective date of progression shall be the date on which the officer has met all eligibility criteria. That is, administrative delays in vetting will not affect an officer's progression date.
- (d) At the time of progression all officers must also:
- (i) have a current driver's licence; and
 - (ii) satisfactorily complete the prescribed Operational Skills and Tactics (OST) training, (unless otherwise exempted by the relevant Assistant Commissioner); and
 - (iii) be qualified to undertake any specialist duties that form a substantial part of their normal work.
- (e) (i) Notwithstanding the above, the following designated Senior Constable positions will be retained, specifically at Senior Constable level:-
- Officer in Charge (one officer station)
 - 2 I/Cs (two officer station)
 - Prosecutors (regional and Police Prosecutions Corps)
 - District Education and Training Officers
 - Designated Officers in Charge of units other than police stations (CPIU; CIB; shopfront)
 - School-based Police Officers
 - Senior Constables located on Aboriginal and Torres Strait Islander Communities (including Thursday Island, Mornington Island, Aurukun)
 - Skills trainers (Police Service Academy)
 - District Intelligence Officers
 - District Community Liaison Officers
 - Neighbourhood/Community Police Beats – both residential and non-residential (excluding those Beats where OIC Allowance applies)
 - District Crime Prevention Coordinators
- (ii) The following designated Senior Constable positions must be filled on a merit basis:
- Officer in Charge (one officer station)
 - 2 I/Cs (two officer station)
 - Designated Officers in Charge of units other than police stations (CPIU; CIB; shopfront)
 - School-based Police Officers
 - District Intelligence Officers

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

(3) Senior Constables

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

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

(4) Sergeants/Senior Sergeants

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

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

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

- (a) OICs at one officer stations, QPCYWAs or Residential Beats are not entitled to the provisions of this clause or Appendix 3 to this Agreement.

(b) OICs at the rank of either Sergeant or Senior Sergeant listed in Appendix 3 are entitled to the OIC allowance referred to in the Appendix.

(c) OICs of police stations and designated sections or establishments as prescribed in Appendix 3, who are temporarily absent from the OIC role including paid leave will continue to be paid at the same level and the OIC allowance for the duration of the period.

(d) Change in Status as Officer in Charge

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

(e) Relieving as an Officer in Charge

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

(6) Brevet Rank Positions

(a) For the purposes of this clause, the term “Brevet Rank” shall mean a Senior Constable, Sergeant or Senior Sergeant position designated by the Commissioner as a Brevet Rank position.

(b) The salary payable to an employee appointed to a Brevet Rank position will commence at the minimum paypoint in accordance with Appendix 1 to this Agreement. Any applicable allowances payable will be based on the Brevet Rank salary. Normal paypoint progression arrangements at the higher rank shall apply.

(c) In circumstances where a Senior Constable, Sergeant or Senior Sergeant position is advertised for merit-based selection and appointment, and where no suitable applicants are determined on more than one occasion, the Commissioner may approve that position as a designated Brevet Rank position. A position may be designated a Brevet Rank position for no longer than the normal tenure period applicable to the position from the date of duty of the successful applicant for the position.

(d) Merit based selection and appointment will be used to fill designated Brevet Rank positions.

(e) In circumstances where no suitable applicants are determined to a designated Brevet Rank position, the position may be filled by lateral transfer in which case the position ceases to be designated a Brevet Rank Position.

(f) An employee may be appointed to a Brevet Rank position and be paid salary applicable to that Brevet Rank only while they are appointed to that designated Brevet Rank position.

(g) A Sergeant position designated as Brevet Sergeant or Senior Sergeant position will be filled using an open merit selection process restricted to applicants who are either Management Development Program (MDP) or Leadership Capability Program (LCP) qualified Senior Constables/Sergeants, or Senior Constables/Sergeants enrolled in LCP applicable to the Brevet Rank. Appointment of the successful applicant in these circumstances will be as follows:

(i) If the successful applicant is MDP or LCP qualified for appointment to Sergeant or Senior Sergeant as the case may be, the employee will be appointed as a substantive Sergeant or Senior Sergeant and the designated “Brevet” status of the position will be revoked; or

(ii) If the successful applicant is enrolled in MDP or LCP relevant to the Brevet Rank but not yet qualified for appointment to that rank, the employee will be appointed as a Brevet Sergeant or Senior Sergeant.

- (iii) If the successful applicant completes MDP or LCP and is qualified for appointment to the rank prior to completion of their tenure in the Brevet Rank position, the employee will be appointed as a substantive Sergeant or Senior Sergeant at their current paypoint and the designated Brevet status of the position will be revoked. In this situation, tenure will not recommence.
- (iv) If the successful applicant has not completed MDP or LCP at the completion of their tenure, the employee will not be eligible to be appointed as a substantive Sergeant or Senior Sergeant.
- (h) At least 3 months before the completion of tenure period of a Brevet Rank appointment, the position must be re-advertised for filling by merit appointment at the substantive rank.
- (i) Second and subsequent designated Brevet Rank appointments may be made by the Service provided that should such appointments be made involving the same officer, normal paypoint progression arrangements at the higher rank shall apply while the officer is so appointed.

(7) Prosecutors

(a) *Definitions*

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

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

(b) *Vacancies and Progression*

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

(c) *Progression to the Rank of Sergeant*

- (i) A Constable or a Senior Constable who successfully completes the Police Prosecutions Training Course and is appointed to a position within a Prosecutions Section will progress (subject to satisfactory DAPs) to the rank of Sergeant after five (5) years continuous experience as a prosecutor with the Service.
- (ii) A Constable will not progress to the rank of Sergeant unless all relevant DAP and training requirements have also been completed.
- (iii) The following applies to an employee upon progressing to the rank of Sergeant:

- (A) normal paypoint progression as provided in clause 13(4) of this Agreement will apply;
- (B) the employee will not be subject to any additional tenure requirements other than those applying pursuant to clause 13(7)(b)(iii); and
- (C) if the employee wishes to leave the Prosecutions Section, then the employee may apply for:
 - (I) positions that are to be filled by merit pursuant to section 5.2(2) of the *Police Service Administration Act 1990* as amended from time to time; or
 - (II) a lateral transfer pursuant to Part Six of this Agreement provided the employee has successfully completed appropriate operational re-orientation.

(8) Commissioned Officers

- (a) Employees attaining each Commissioned Officer rank commence on the relevant first paypoint.
- (b) Progression within each rank above the first paypoint requires a minimum of 12 months service on each paypoint, plus satisfactory DAP.
- (c) An Inspector who holds a Graduate Diploma qualification or higher and has progressed to Inspector paypoint 5.7 shall be deemed a Chief Inspector with appropriate insignia.
- (d) Eligibility for progression to Chief Superintendent paypoint 7.3 for officers remunerated at Chief Superintendent 7.2 will take effect from 1 July 2022.

(9) Progression on Demotion

This provision applies where an officer has voluntarily taken a demotion and is subsequently promoted to a higher rank. In these circumstances the officer may apply to the Commissioner (or delegate) to be re-appointed to the paypoint held at the higher rank immediately prior to the voluntary demotion. This provision only applies where such a promotion has occurred within 12 calendar months of the voluntary demotion being gazetted. Once re-appointed to the higher rank, the officer must serve 12 months on the relevant paypoint before they can progress to the next paypoint (subject to clause 13 requirements).

(10) Paypoint progression on Re-Appointment

Where an appointee, who has previously resigned as a sworn officer from the Service and is re-appointed to a position at any rank at a relevant paypoint in recognition of their previous service, will be required to complete a further 12 months service prior to progression to the next paypoint. Provided that the relevant progressional criteria prescribed in clause 13 herein for each relevant rank is met.

(11) Recognition of Higher Duties on Promotion

An officer promoted on or after the date of certification of this Agreement to a higher rank will commence on that rank at one paypoint higher than they ordinarily would (including where the provision in subclause 13(4)(a) applies) where the officer has performed higher duties at the new (or higher) rank for an aggregate period of 12 months or more in the immediately preceding 24 months.

14 Vacancies to be Advertised

- (1) Except where provided for in clause 13(2)(e), clause 74 and clause 95 of this Agreement, where any position becomes vacant or any new position is created relating to a rank above that of Senior Constable, the Commissioner shall, prior to any permanent appointment being made, cause to be published in the first reasonably available Queensland Police Gazette a notice of such vacancy which shall invite applications from all those eligible employees who wish to compete for the position.

- (2) Vacancies filled through the Lateral Transfer provisions (Part Six) of this Agreement are not required to be advertised under this clause.

15 Salary Packaging

- (1) Salary packaging is available for employees (excluding short-term casual employees) covered by this Agreement in accordance with Queensland Government policy found in the Circular issued from time to time by the Office of Industrial Relations and the following principles:
- (a) As part of the salary package arrangements, the cost for administering the package, including fringe benefits tax, is met by the employee;
 - (b) There will be no additional increase in superannuation costs or to fringe benefits payments made by the Service;
 - (c) Increases or variations in taxation are to be passed to employees as part of their salary package;
 - (d) Where mandated by relevant government policies, employees must obtain independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is ***strongly recommended*** all employees seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item(s) to an already agreed packaging arrangement;
 - (e) The Service will pass on to the employee any Input Tax Credits (ITCs) it receives as part of salary packaging;
 - (f) There will be no significant additional administrative workload or other ongoing costs to the Service;
 - (g) Any additional administrative and fringe benefits tax costs are to be met by the employee;
 - (h) Any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed on to the employee as part of the salary package.
- (2) The employee's salary for superannuation purposes and severance and termination payments will be the gross salary which the employee would receive if not taking part in flexible remuneration packaging.
- (3) Subject to federal legislation, employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

PART THREE - HOURS OF WORK, ROSTERING, OVERTIME

COMMISSIONED OFFICERS

16 Hours of Work

- (1) Hours of work for the purpose of this clause are the hours that a Commissioned Officer is effectively available to perform the requirements of their role. It is acknowledged that a Commissioned Officer's salary (unless otherwise prescribed in this Agreement) is inclusive of ordinary hours, extended hours and on-call hours where justifiable. Hours of work are managed, monitored and arranged in accordance with clauses 16(2), 16(3), 16(4) and 16(5).
- (2) The parties recognise that periods of leave will be respected (e.g. annual leave, long service leave, sick leave etc).

In recognition of clause 16(1) above, the parties agree that commissioned officers may be contacted outside of ordinary hours of work where required, however managers and supervisors will limit contact, as far as practicable.

Managers and supervisors may still provide communication outside of ordinary hours which does not require the officer to consider or respond until they next perform work.

- (3) Subject to subclause (4) below, the Commissioner may vary the hours of work for Commissioned Officers for the purposes of a “Declared” special event or major emergency, e.g. G20, major prolonged sporting events, major weather events, etc. A “declaration” is only made by the Commissioner or appointed delegate, or in the case of ‘critical incidents’, the Commissioner of Queensland Fire and Emergency Services or the applicable Minister.
- (4) Where justifiable, the Commissioner may require Commissioned Officers to perform extended hours of duty. No additional compensation is payable for extended hours of duty. Award provisions prescribed at clause 15.2(a), (d) and (f) of the Award do not apply to Commissioned Officers, however extended hours shall be in accordance with the provisions outlined at subclause (4) below.
- (5) **Work Life Balance Arrangements – Commissioned Officers**
 - (a) These Work Life Balance Arrangements (WLBA) provisions replace what was known as Managed Time and acknowledge the responsibilities placed on all Commissioned Officers, Assistant Commissioners, Executive Managers and Senior Managers to recognise and manage hours of work with appropriate time off to recuperate, refresh or to attend to personal matters.
 - (b) WLBA shall follow the agreed principles stated below:
 - (i) Duty & Work Responsibilities - Commissioned officers are expected to perform their duties when required and to manage and monitor their hours of work such that their work responsibilities are met and complements a work/life balance. Work responsibilities are role based and may include (however not limited to) attending:
 - Community related events;
 - Natural disasters;
 - Major events and major incidents.
 - (ii) Accountable Persons for WLBA - Both the Manager and Commissioned Officer is expected to responsibly manage and monitor WLBA safely, effectively and fairly.
 - (iii) Consultative Focus - Consultation between the Manager and Commissioned Officer is to be undertaken to ensure that Commissioned Officers are not given excessive responsibilities that result in unjustifiable hours of work. This includes not being regularly contacted out of ordinary hours when other officers (on duty, on-call or otherwise) are available to respond at that time or to initiate appropriate actions.
 - (iv) Administrative Guidance – Administrative guidance notes are in place to manage and monitor WLBA. Appropriate fatigue management arrangements are addressed in the guidance notes for Commissioned Officers who perform rotational rosters and for Commissioned Officers who are required to be on-call.
 - (v) Organisational Review - On a quarterly basis, the Service and the QPCOUE shall actively monitor and review the effectiveness of these arrangements.

17 Ten Hour Breaks

- (1) Ordinary rostered shifts

Unless justifiable or where subclause (2) below is applied, there must be a 10-hour break between ordinary rostered shifts.

A justifiable reason includes any of the following:

- Where the duty to be undertaken cannot be planned for and is outside of the control of the Service;

- Where the work of the station, section or establishment cannot proceed without the employee in question being on duty and there is no other alternative;
 - Where it is imperative that the work being undertaken by the employee in question is not delayed.
- (2) Where an employee lives in close proximity to a remote locality station, it is possible for the 10-hour break requirement to be waived by mutual consent between the employee and an appropriate Commissioned Officer, provided that the break observed in lieu thereof is not less than 8 hours.
- (3) No additional compensation is payable and fatigue leave will not be available where minimum break provisions cannot be met.

18 Programmed Days Off

- (1) A commissioned officer is entitled to one Programmed Day Off (PDO) within each 28-day roster period.
- (2) A manager cannot refuse to allow a commissioned officer access to a PDO unless operational requirements dictate otherwise. In such cases the PDO not taken may be accrued, provided that the maximum amount of PDOs to be accrued at any point in time is limited to 7. Commissioned Officers who are rostered to work a 24-hour rotational roster will be able to accrue up to 12 PDOs.
- (3) Ideally, every effort must be made to take such accrued PDOs as soon as possible after accrual.
- (4) It is recognised that accrued PDOs may be utilised at a convenient time for professional development absences.
- (5) An accrued PDO shall be taken within 12 calendar months of the date on which each PDO was accrued. Any accrued PDO not taken within 12 calendar months of date of accrual shall be forfeited.
- (6) A PDO may be taken in conjunction with any leave or rest days.
- (7) There will be no cash equivalent paid in lieu of PDOs.
- (8) The rostering of PDOs on a public holiday is not advocated.

19 Shift Work

- (1) No additional compensation is payable for work undertaken by commissioned officers in excess of the 38-hour week, on weekends, public holidays, or shift work, unless subclause (2) applies.
- (2) A commissioned officer who is rostered to work ordinary hours between 6:00pm and 6:00am will be paid in addition to their ordinary salary a shift penalty of 15% if a continuous period of four (4) hours or more is worked between 6:00pm and 6:00am on any day.
- (3) Commissioned officers performing shift work will not be rostered to work more than 56 weekend shifts in a year. Should they be required to work, in emergent circumstances only, there is no additional compensation payable.
- (4) Commissioned officers performing shift work will be rostered off at least four public holidays in a calendar year. Should they be required to work, in emergent circumstances only, there is no additional compensation payable.
- (5) Commissioned officers performing shift work should not be rostered to work additional shifts on a regular basis. Any additional shifts required to be worked, or additional time required to be worked, should be of an emergent or unpredictable nature and there is no additional compensation payable.
- (6) Commissioned officers who are rostered on a 24-hour rotational roster will work according to an equitable 28-day roster which has sufficient numbers to provide recreation and sick leave relief.

20 On Call

- (1) As part of their role, a Commissioned Officer may be required to be on-call. There is no additional payment made when a Commissioned Officer is required to be on-call. Recall to duty and overtime provisions do not apply to Commissioned Officers.
- (2) Commissioned Officers who are required to be on-call must have access to at least one (1) full week (including the weekend) in every 28-day roster period where they are not required to be on-call unless justifiable. Where a Commissioned Officer is required to work extended hours during this period, no additional compensation is payable.
- (3) No Commissioned Officer can be placed on-call during any period of leave.

21 Venue Commander

As part of the Work Life Balance Arrangements prescribed at clause 16(5), Venue Commander duties are, whenever possible, to be scheduled within ordinary hours. When required to perform venue commander duties outside of ordinary hours a Commissioned Officer shall be entitled to a day off in lieu.

Similar to PDOs, any day off in lieu shall be taken within the relevant 28-day roster period, unless operational requirements dictate otherwise. In such cases the day off in lieu may be accrued in accordance with clause 18(2) to (7) of this Agreement and will be combined with PDOs towards the maximum accrued days specified at clause 18(2).

NON-COMMISSIONED OFFICERS

22 Hours of Work

- (1) Subject to subclauses (2), (3) and (5) below, the ordinary hours of work as prescribed in the award will be worked continuously and not exceed twelve (12) hours on any day.
- (2) The arrangement of working hours where the ordinary working hours are to exceed eight (8) on any day will be at the determination of the Commissioner.
- (3) Provided that in any arrangement of working hours where the ordinary working hours are to exceed ten (10) hours on any day or afternoon shift, and eight (8) hours on any night shift, the arrangement of hours will be subject to the agreement between the Commissioner and the employee's representative or industrial organisation.
- (4) An entire ordinary shift is deemed to be worked on the day the shift commences. Overtime is payable based on when the overtime is actually performed.
- (5) Branch Managers and Assistant Branch Managers at QPCYWAs (excluding head office) may work a "split shift" arrangement where there is agreement in writing between the officer and the Service. A "split shift" is where an ordinary rostered shift is split into two separate periods of ordinary rostered hours. The officer will keep a record of when split shifts are worked.

23 Ten Hour Breaks

(1) Ordinary rostered shifts

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

A justifiable reason includes any of the following:

- Where the duty to be undertaken cannot be planned for and is outside of the control of the Service (e.g. late notification of an attendance at Court);

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

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

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

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

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

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

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

(4) **Recall to duty**

There is no requirement for a 10-hour break:

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

(5) **Shift swaps**

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

(6) **Specials**

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

Where there is a break between the end of a rostered shift and the special, or where there is a break between the end of a special and the start of a rostered shift, there is no requirement for a 10-hour break. However, both the employee and supervisor should consider the health and safety and fatigue management provisions as per clause 85 of this Agreement in determining that the rest period between the special and the rostered shift is adequate.

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

In addition, there is to be a break observed by the employee before such employee leaves their home station or home for the purpose of escorting a wide load. In determining what is a suitable break, an Officer in Charge is to take into consideration the health and safety fatigue management provisions prescribed at clause 85 of this Agreement. Also, to be considered is the complete distance to be travelled by the employee (i.e. the return distance from their home station or home) and also the estimated time taken to complete the entire exercise from a Health and Safety perspective, and the possible fatigue management impact on adjacent rostered shifts.

24 Programmed Days Off

- (1) (a) Where the arrangement of ordinary hours of work provides for a Programmed Day Off (PDO), and subject to subclause (3) below, all employees will work to a roster which will provide for PDOs on a 28-day basis i.e. in usual circumstances non-commissioned officers will work a 19-day month.
- (b) A PDO may be taken on its own, or in conjunction with leave or rest days.
- (c) Where it appears that a non-commissioned officer will not be able to access a PDO due to operational reasons then every effort should be made to change the PDO to a mutually agreeable date elsewhere within the same roster. The employee must be advised of the alteration as soon as practicable.
- (d) Provided that where this is unable to be complied with and the non-commissioned officer is directed to work on a PDO with no corresponding roster alteration, overtime is payable for such work.
- (2) In relation to accrual of PDOs the following applies:
- (a) Non-commissioned officers at one and two officer stations and QPCYWAs can accrue PDOs up to a maximum of 5 in accordance with clauses 86 and 87 of this Agreement.
- (b) Non-commissioned officers at the following stations will be able to accrue up to 12 PDOs in accordance with arrangements outlined below:

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

- (c) Non-commissioned officers at the ranks of Sergeant and Senior Sergeant who receive the OIC Allowance and occupy an OIC role are able to accrue up to 7 PDOs and 12 PDOs respectively in accordance with arrangements outlined below.
- (d)
 - (i) The accrued PDOs shall be taken within 12 calendar months of the date on which each PDO was accrued.
 - (ii) PDOs will be exhausted by taking them on their own or in conjunction with leave.
 - (iii) If the Service defers the taking of accumulated PDOs beyond the abovementioned 12-month period for organisational reasons, then they are to be taken by the non-commissioned officer at some mutually agreed date within 24 months of date of accrual of each deferred PDO.
 - (iv) If accumulated PDOs have not been deferred by the Service and the employee fails to access them within the 12-month period after accrual of such PDO, then such PDOs are lost.
- (e) During the life of this Agreement, where agreement is reached between the parties, the list of stations contained at subclause (b) above may be amended to include other remote stations.
- (f) Employees who are required to be absent on duty from their usual station for protracted investigations or operations of a similar nature, other than performing relieving duties, and for a continuous period in excess of 28 days, will be able to accumulate any PDO accrued during this period of absence:

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

- (g) No other employees are entitled to accrue PDOs.
- (3) There will be no cash equivalent paid in lieu of PDOs.
 - (4) Where an employee attends an approved course for more than 28 days, wherever possible such course is to include a PDO for each 28-day period.

Provided that where this is not possible, and the non-commissioned officer is therefore unable to access a PDO, then such employee is to be placed on such PDO during the current roster period or the next, on return to his or her usual station.
 - (5) Police officers relieving as commissioned officers will be subject to the PDO provisions as prescribed at clause 18 of this Agreement.
 - (6) The rostering of non-commissioned officers on a PDO on a public holiday is not allowed.
 - (7) The provisions of this clause may be varied by agreement between the QPUE and the Service for the purposes of special events, e.g. Commonwealth Games, Olympic Games, CHOGM, APEC, major prolonged sporting events, etc.
 - (8) The parties commit to undertaking a review, chaired by the Executive Director Human Resources, in relation to the recording and taking of accrued PDOs pursuant to clauses 18, 24, 86(8) and 87(5), and the accrual and taking of additional days off pursuant to clause 60(1)(b). The outcome/s of the review are subject to approval by the Commissioner of Police. The parties are committed to finalising the review within 12 months of the date of certification of this Agreement. The review is to be undertaken with a view to recommending and implementing an appropriate system for the recording of accrued PDOs and additional days off throughout the State.

25 Rosters

- (1) In developing rosters, the provisions of clause 85 of this Agreement must be considered.

- (2) Shifts are to commence on the hour except in the case of a flexible hours employee where clause 88(4) of this Agreement and clause 8.2(j) of the Award applies.
- (3) To promote and encourage innovation in rostering methods and systems that may improve productivity, efficiency and occupational health and safety aspects, the limitation of 28 days for rosters may be waived and other award/certified agreement conditions may be varied on agreement between the Union and the Service, provided the following minimum criteria are observed:
 - (a) Four rest days per fortnight;
 - (b) No more than 10 consecutive shifts;
 - (c) The average hours worked over the cycle of the roster must be 38 hours per week;
 - (d) Ten-hour break requirements as per this Agreement.
- (4) Employees required to work more than 10 consecutive ordinary shifts for whatever reason will be paid at overtime rates for each additional shift worked.
- (5) At the request of the employee, the relevant OIC/Manager may agree that more than 10 consecutive ordinary shifts can be worked to accommodate the employee's personal circumstances. Where such agreement is reached, it shall be recorded in writing and placed on the employee's personnel file, and the employee and OIC/Manager will consider the occupational health and safety and fatigue management impacts of the request and subclause (5) above will not apply.
- (6) Flexible rostering may include the practice of Lay Days (sometimes referred to as Z days). Such arrangements may occur locally subject to agreement between the relevant Region/Command and the relevant employees provided that compliance with subclause (4)(a), (b), (c) and (d) herein is maintained.
- (7) **Rostering of OSA positions**

General Provisions

- (a) Rostering of OSA positions must comply with the following:
 - (i) The rostering arrangements of employees are in accordance with the criteria for payment of the OSA as prescribed in clause 45 of this Agreement;
 - (ii) Each employee is to be rostered off at least one full weekend in each 28-day roster: one full weekend will mean a Saturday and a Sunday together;
 - (iii) Each employee will not be rostered to work more than 56 weekend days, accounted as 448 weekend hours, in an equity year. Provided that employees in a work unit performing 9- or 10-hour shifts may agree in writing with the Commissioner to extend the maximum number of weekend hours (448 hours) worked as ordinary hours in an equity year up to a maximum of 56 weekend shifts in lieu of the 448 hours limit;
 - (iv) Each employee will not be rostered to work more than 7 public holidays in an equity year;
 - (v) where a public holiday falls on a weekend and an OSA officer is rostered and works the shift on that day, the day will count as both a public holiday worked and a weekend shift for OSA purposes;
 - (vi) Unless justifiable (as defined), employees will not be rostered to work more than 4 weekends in a row across adjoining rosters. Any employee required to work more than 4 weekends in a row across adjoining rosters, for whatever reason, will be paid at overtime rates for each additional weekend shift worked;

- (vii) At the request of the employee, the relevant OIC/Manager may agree that more than 4 weekends in a row across adjoining rosters can be worked to accommodate the employee's personal circumstances. Where such agreement is reached, it shall be recorded in writing and placed on the employee's personnel file, and the employee and OIC/Manager will consider the occupational health and safety and fatigue management impacts of the request and subclause (v) herein will not apply.
- (b) There will be equity in rostering of OSA positions. Equity of shifts across all OSA positions in Districts where District Rostering is practiced will apply.

Weekend Provisions

- (c) Weekend hours are those ordinary hours performed on Saturday and Sunday shifts. Clause 15.5 of the Award outlines provisions relating to weekend shifts. A Saturday shift is one which commences on a Saturday and a Sunday shift is one which commences on a Sunday.
- (d) Where it is absolutely necessary that an employee is rostered more than 448 weekend hours in a year, or in excess of the shift limitation agreed between the employee's work unit and the Commissioner pursuant to subclause 25(7)(a)(iii) above, any weekend hours worked in excess of such hours will be worked as overtime.
- (e) Rostering arrangements will exclude the possibility of working in excess of three weekends in a 28-day roster. Where it is absolutely necessary that an employee work in excess of these rostered hours, this is to be worked as overtime.
- (f) Where an employee does not work a shift because of sick leave or carer's leave on a weekend day, then this shift is not counted as a weekend day worked for the purposes of the limits prescribed in provisions (a)(iii) and (d) above.
 - (i) Provided that, in the case of part shifts worked, such hours worked are to be deducted from the weekend limits as applicable.
 - (ii) It should be noted that employees in these circumstances are still entitled to 1 weekend off in a 28-day roster.
 - (iii) Employees on short term absences from weekend shifts are required to provide a medical certificate (or for carer's leave not medically related, other evidence as required by the delegate) to cover each absence in order to receive the Operational Shift Allowance. Employees who are absent from, or complete less than 4 hours of the rostered weekend shift and do not produce a medical certificate to cover the absence, will have their salary reduced by 2/19^{ths} of their fortnightly OSA payment for each absence.

Provided that any such absences for which a medical certificate is not produced will count towards the six working days allowed in any one year as prescribed at clause 21.1(b)(iii) of the Award.

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

- (iii) The pro rata arrangements referred to in provision (h) below will apply to officers who, during the year, are promoted or transferred from a non-OSA position to an OSA position.
- (h) Pro rata arrangements will apply:
 - (i) where an employee is absent for a part of the year and during this absence is not in receipt of the OSA (e.g. on long service leave or in a non-OSA position); or
 - (ii) when working a flexible hours (part-time) agreement equitably on a pro rata basis (e.g. 0.7 FTE employee working approximately 70% shift equity of a full-time employee on the same roster).

Public Holiday provisions

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

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

Provided that, pursuant to this Agreement, where it is absolutely necessary to work additional public holidays to the number specified above, these days are to be worked within ordinary rostered hours. These days will be paid at the rate of double time.
- (j) Where the employee is not required to work on a public holiday shift, the provisions at clause 60(1) may apply.
- (k) The rostering of non-commissioned officers on a PDO on a public holiday is not allowed.
- (l) In lieu of clause 20.1(h) of the Award, effective from the date of certification of this Agreement, annual leave will be exclusive of all public holidays. Therefore, any public holiday which occurs during any period of annual leave will not be debited from an officer's annual leave accruals.
- (m) Only public holidays worked by an officer are counted towards OSA maximums. Therefore, a public holiday occurring during any leave (including sick leave where a medical certificate is provided) will not count as a public holiday worked in an equity year in accordance with clause 25(7)(a)(iv).

District Rostering

- (n) At the discretion of the relevant Assistant Commissioner, OSA positions may be rostered within and/or across Districts (District Rostering) to maximise resource deployment and flexibility provided that:
 - (i) where practicable, employees rostered to work at a location (other than their appointed division) within and/or across Districts should be notified of the change to the work location 7 days prior to the commencement of the roster period. This change of roster location should be for no longer than 2 consecutive roster periods unless otherwise mutually agreed.
 - (ii) an employee;
 - rostered to work in a location (other than their appointed division) that requires travel in excess of 40 kilometres from their current residence; or
 - the total travelling time each way is more than 30 minutes in addition to the time (excluding exceptional and unexpected delays) the employee would normally travel to and from the employee's residence and usual station;

will be entitled to travel time in accordance with clause 91 of this Agreement and cost of conveyance prescribed at clause 29 of this Agreement and clause 13.4 of the *Queensland Police Service Employees Award – State 2016*.

- (iii) an employee referred to in subclause (8)(n)(ii) above will not be required to work at a location that requires travel in excess of 40 kilometres from their current residence for more than one roster period every 6 months unless mutually agreed between the employee and the District Officer.
- (iv) the parties agree that the rostering of individual employees to a location other than their appointed division will not occur or be used as a disciplinary sanction. However, the service may roster an employee to a location other than their appointed division as a risk mitigation strategy with regard to the Commissioners responsibilities pursuant to section 4.8 of the *Police Service Administration Act 1990*.
- (o) The parties acknowledge that District rostering may not be suitable in Districts that cover larger geographical areas.

(8) Roster changes

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

26 Overtime

The provisions of this clause apply in lieu of the shift work definition for police officers in clause 3 of the Award and relevant provisions in clause 18.2 of the Award:

- (1) Non-commissioned officers are deemed to be shift workers if they:
 - (a) are in receipt of the Operational Shift Allowance; or
 - (b) work more than 50% penalty shifts (afternoon and/or night shifts that attract a 15% penalty as provided in clause 55 of this Agreement, weekend shifts and/or public holiday shifts) in a 28-day roster period;
- (2) All non-commissioned officers covered by subclause (1) above, are regarded as shift workers and will be paid overtime at the rate of double time.
- (3) Non-commissioned officers who are not deemed to be shift workers in accordance with subclause (1) above will be paid overtime at the rate of time and a half for the first three hours and double time thereafter (except Sunday which is all double time).
- (4) Provided that:
 - (a) all officers in receipt of either Detective / Plain Clothes allowance will be paid overtime at the rate of double time;
 - (b) all officers stationed at One or Two Officer Stations will be paid for all authorised overtime performed outside of their Division or in accordance with clause 86(2)(e) at the rate of double time;
 - (c) all officers performing "Special Duties" on overtime will be paid at the rate of double time;

- (d) all officers performing duties in a General Duties role (including an OIC) will be paid overtime at the rate of double time;
 - (e) from date of certification of this Agreement all officers at Residential Beats will be paid overtime at the rate of double time;
 - (f) from date of certification of this Agreement all officers at Water Police establishments will be paid overtime at the rate of double time.
- (5) For purposes of clarity, the minimum payment of 3 hours at overtime rates as prescribed at clause 18.7(b) of the Award includes the following scenarios:
- (a) Where a period of overtime of less than 3 hours is worked by a non-commissioned officer immediately prior to the commencement of an ordinary shift; and
 - (b) Where a non-commissioned officer has returned home from an initial recall and is recalled a second time within 3 hours of commencement of the initial recall.
- (6) Effective from date of certification of this Agreement, a non-commissioned officer who is not on call and is contacted outside of their ordinary hours and is subsequently required to perform duty at home is to be paid subject to the conditions in accordance with clause 18.5(i) of the Award.

27 Right to Disconnect – Non-Commissioned Officers

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

PART FOUR - ALLOWANCES

Commissioned and Non-Commissioned Officers Only

28 Area Allowance

- (1) An annual area allowance paid fortnightly is payable to employees at the following centres: Aurukun, Bamaga, Kowanyama, Lockhart River, Pormpuraaw, Yarrabah, Doomadgee, Mornington Island, Palm Island, Woorabinda, Cherbourg, Wujul Wujul, and Hopevale.
- (2) The allowance will be paid to an employee who is appointed or rotated to an established position at one of the above centres while the employee is living and working in the community.
- (3) The allowance will be paid to an employee who relieves at one of the centres mentioned above for more than 6 weeks. In such cases the area allowance will be payable from the beginning of the 7th week of the relieving period.

- (4) The allowance is payable on all forms of leave whilst an officer stays at the centre during the leave. The allowance shall only be payable on leave when an officer does not remain at the centre in the following circumstances:
- (a) Annual leave taken by the employee while the employee remains appointed to a position at one of the above centres. This provision will also apply to PDOs.
 - (b) Sick leave, bereavement leave and emergent leave while an employee is appointed to a position at one of the above centres. Provided that when an employee is accommodated outside the centre on sick leave the area allowance shall be paid for a maximum of one month, for each year of service or part thereof at any of the above centres.
 - (c) Isolation leave in accordance with the HR Policy Guideline taken by the employee while the employee remains appointed to a position at one of the above centres.
 - (d) Paid parental leave while an employee is appointed to a position at one of the above centres. Provided that the area allowance shall be paid for a maximum of 14 weeks on paid parental leave and 7 days on paid spousal leave.
- (5) The rate of the allowance will increase annually on the same date as and commensurate with the percentage increase to salaries. The allowance and effective dates are outlined below:

	<i>1 January 2022</i>	<i>1 July 2022</i>	<i>1 July 2023</i>	<i>1 July 2024</i>
<i>Per Fortnight</i>	\$451.00	\$469.00	\$487.80	\$502.40
<i>Per Annum</i>	\$11,766	\$12,236	\$12,726	\$13,107

29 Cost of Conveyance Allowance

Provisions relating to costs of conveyance entitlements for police officers are found in the *Queensland Police Service Employees Award – State 2016*. The rate applicable as at date of certification of this Agreement is 93 cents per kilometre.

30 Covert Police Operatives/Controllers (CPO) Allowance

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

31 Detective / Plain Clothes Allowance

- (1) As from the date of certification of this Agreement and in lieu of the allowances prescribed at clauses 13.11 and 13.3 of the Award, the following police officers shall be entitled to a fortnightly allowance prescribed at subclause (2) herein:
 - (a) operational detectives; and

- (b) appointed operational plain clothes non-commissioned officers and constables; and
- (c) other police officers performing duty in plain clothes in a temporary or relieving capacity for a period of 28 days or more,

who perform criminal investigational duties where the officer concerned is involved in or conducts investigations which normally bring such officer into contact with members of the general community in the course of such investigations or perform duty as a facilitator, Detective and Specialist Investigative Training Unit.

- (2) As from date of certification, the allowance for those officers subject to clause 31(1)(a) is to be set at the rate of 4.5% of the fortnightly salary prescribed for a Sergeant paypoint 1, and the allowance for those officers subject to clause 31(1)(b) and (c) is to be set at the rate of 4% of the fortnightly salary prescribed for a Sergeant paypoint 1.
- (3) The allowances and operative dates are outlined below:

	<i>Date of Certification</i>	<i>1 July 2023</i>	<i>1 July 2024</i>
<i>DET Per Fortnight</i>	\$177.90	\$185.00	\$190.50
<i>DET Per Annum</i>	\$4641	\$4827	\$4970
<i>PC Per Fortnight</i>	\$158.10	\$164.40	\$169.40
<i>PC Per Annum</i>	\$4125	\$4289	\$4420

(Annual amounts are for information purposes only)

- (4) The amounts payable as outlined at subclause (3) above are calculated on the relevant pay rates as prescribed by this Agreement.
- (5) The allowance as prescribed in this clause will be payable on all forms of paid leave to officers appointed to Detective, Plain Clothes, and Facilitator (Detective and Specialist Investigative Training Unit) positions.
- (6) Police officers in receipt of the allowance in a relieving or temporary capacity, for 28 days or more in accordance with clause 31 (1) (c) will receive the prescribed allowance only whilst performing such duties.
- (7) There is no entitlement to the allowance prescribed in clause 31(2) on cessation of the duties described.

32 Dignitary and Witness Protection Clothing Allowance

- (1) In lieu of the allowance rate prescribed in clause 13.3(a)(i) of the Award, officers performing Dignitary Protection duties will be entitled to a clothing allowance of \$148.20 per fortnight. All other provisions prescribed at clause 13.3 of the Award continue to apply. All other provisions prescribed at clause 13.3 of the Award continue to apply. For purposes of clarity, officers in receipt of this allowance are not entitled to the Detective/Plain Clothes Allowance prescribed at clause 31 of this Agreement. Effective from the date of certification of this Agreement, the above provisions will also apply to officers performing Witness Protection duties.
- (2) Officers performing Dignitary Protection or Witness Protection duties on a part-time basis, will be entitled to the above allowance on a pro rata basis.
- (3) The amount prescribed at subclause (1) above will be 200% of the Clothing Allowance fortnightly rate prescribed at clause 13.3(a)(i) of the Award and will automatically be increased from the same effective date as any future increase to the allowance prescribed at clause 13.3(a)(i) of the Award.

33 Disaster or Significant Events (DSE) Allowance

- (1) As from date of certification of this Agreement, Commissioned Officers on interstate and intrastate deployments who perform duties associated with disasters or significant events which require a coordinated police response will be paid a daily allowance of \$150.00. The rate of this allowance is not adjustable over the life of this Agreement and is not payable when the officer is on a rest day or PDO.
- (2) Such allowance is not payable on any paid leave.

34 Diving Allowance

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

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

	<i>1 July 2022</i>	<i>1 July 2023</i>	<i>1 July 2024</i>
<i>Per Fortnight</i>	\$456.60	\$474.80	\$489.10

- (2) An employee who is temporarily attached or relieving as an operational member of the Dive Squad will be paid the relevant allowance prescribed in subclause (1) above for any participation in authorised Dive Squad activities within that fortnight.
- (3) The allowance as prescribed in this clause will be payable on any forms of leave, except for long service leave.

35 Dog Handler's Allowance

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

	<i>1 July 2022</i>	<i>1 July 2023</i>	<i>1 July 2024</i>
<i>Per Fortnight</i>	\$424.70	\$441.70	\$455.00

36 Explosive Ordnance Response Team (EORT) Allowance

Non-commissioned officers who are attached to the Explosive Ordnance Response Team as operational members will be paid a fortnightly allowance at the rate of 12.9% of the fortnightly salary for a Senior Constable paypoint 5 whilst so attached, as prescribed as follows:

	<i>1 July 2022</i>	<i>1 July 2023</i>	<i>1 July 2024</i>
<i>Per Fortnight</i>	\$456.60	\$474.80	\$489.10

37 Field Training Officer Allowance

- (1) A Field Training Officer (FTO) allowance at the rate of 15% of the officer's base rate per shift will be payable to officers in accordance with the following.
- (2) To qualify for payment of the FTO allowance, a Field Training Officer must:
 - (a) be accredited as a Field Training Officer by the First Year Constable (FYC) Program;
 - (b) supervise the FYC within the designated mentor period of the FYC Program; and
 - (c) be rostered or directed to be the supervising Field Training Officer of a FYC on a shift during the designated mentor period.

- (3) Effective from the date of certification of this Agreement, Forensic Services Training Officers are entitled to this allowance and to qualify for payment of the FTO allowance, a Forensic Services Training Officer must:
 - (a) be accredited as a Forensic Services Training Officer by the Scenes of Crime (SOC) Development Program;
 - (b) hold a Diploma of Forensic Investigation; and
 - (c) be responsible for development and mentoring of SOC Trainees during the designated mentor period within the first 12 months of participation by the SOC Trainee in the SOC Development Program.
- (4) Beyond the designated mentor period of an FYC or SOC Trainee, a supervising Field Training Officer and Forensic Services Training Officer are not entitled to this allowance.
- (5) The FTO Allowance is not payable on any form of leave.

38 Late Night Operational Shift Allowance (LNOSA)

As from date of certification of this Agreement, a LNOSA of 20% of the employee’s base rate per shift in addition to the OSA, will be paid to non-commissioned officers on OSA where four ordinary hours or more are worked between 2 am and 6 am. Provided that payment of this allowance is in lieu of payment of NOSA prescribed at clause 41.

39 Locality Allowance – Police Officers

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

40 Motor Vehicle Allowance – Chief Superintendents

Chief Superintendents can elect to be paid a motor vehicle allowance at the rate applicable to SES officers prescribed at Schedule 1 of the Commission Chief Executive Directive 03/21 as amended issued under the *Public Service Act 2008*, in lieu of the provision of a vehicle for home garaging purposes. Those Chief Superintendents paid the Motor Vehicle Allowance in accordance with this clause are not eligible for the cost of conveyance allowance prescribed at clause 29 of this Agreement and clause 13.4 of the Award when using their own vehicle for official purposes.

41 Night Operational Shift Allowance (NOSA)

A NOSA of 15% of the employee’s base rate per shift in addition to the OSA, will be paid to non-commissioned officers on OSA for the duration of each shift worked commencing on or between the hours of 6pm and 2am. For ordinary shifts greater than 8 hours where 8 ordinary hours are worked after 6pm, the NOSA will be paid for the hours worked after 6pm. NOSA is payable for ordinary shifts worked Monday to Sunday, including public holidays. There will not be regular rostering of shifts commencing at 3am or 4am.

42 Officer in Charge (OIC) Allowance

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

OIC Category	Allowance Payable 1 July 2022		Allowance Payable 1 July 2023		Allowance Payable 1 July 2024	
	\$ Per Annum	\$ Per Fortnight	\$ Per Annum	\$ Per Fortnight	\$ Per Annum	\$ Per Fortnight

Category A	\$4,477	\$171.60	\$4,657	\$178.50	\$4,798	\$183.90
Category B	\$8,962	\$343.50	\$9,319	\$357.20	\$9,598	\$367.90
Category C	\$13,441	\$515.20	\$13,979	\$535.80	\$14,399	\$551.90
Category D	\$17,918	\$686.80	\$18,636	\$714.30	\$19,194	\$735.70

- (2) The OIC allowance is payable for all purposes including leave and superannuation and will increase annually on the same date as and commensurate with the percentage increase to wages.
- (3) Annual amounts listed above are for information purposes only.

43 On Call Allowance – Non-Commissioned Officers

Provisions relating to on call allowances for police officers are found at clause 18.5 of the *Queensland Police Service Employees Award – State 2016*. The rates applicable for non-commissioned officers only over the period of this Agreement are as follows:

<i>On Call</i>	<i>1 July 2022</i>	<i>1 July 2023</i>	<i>1 July 2024</i>
	<i>per hour</i>	<i>per hour</i>	<i>per hour</i>
<i>Other than a rest day or PDO</i>	\$3.2600	\$3.3900	\$3.4925
<i>On a rest day or PDO</i>	\$5.5885	\$5.8115	\$5.9870

44 One and Two Officer Station Allowance

- (1) Employees attached permanently to a one or two officer station are to be paid an all-up allowance of 36.5% of the employee's fortnightly paypoint.
- (2) Subject to clause 65 of this Agreement, this allowance shall be payable on all forms of paid leave and will be in lieu of payments for:
- Overtime
 - On Call and Recall
 - Shift Work
 - Weekend duty
 - Work on public holidays
 - Leave loading
- (3) Other conditions relating to employees attached permanently to a one or two officer station are found at clause 86 of this Agreement.

45 Operational Shift Allowance (OSA)

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

Pro rata application of the OSA conditions (including for part-time officers) is prescribed at clause 25(7)(h) of this Agreement.

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

- (2) The OSA is in lieu of shift and weekend penalty rates, public holiday rates, and annual leave loading.
- (3) For eligible non-commissioned officers to qualify for the payment of OSA, non-commissioned officers are required to work up to 56 weekend shifts and up to 7 public holiday shifts in an equity year.
- (4) Subject to clause 65 of this Agreement, employees in receipt of the OSA will be paid the OSA on all forms of paid leave (including workers compensation), as approved by the Service, except for long service leave.
- (5) Where justified to the Commissioner of Police, OICs will be able to access the allowance.
- (6) One of the determining factors in assessing whether a two-shift roster qualifies as an operational shift roster is if the second shift of the day would attract the 15% shift penalty as provided for in clause 55 of this Agreement.
- (7) Upon commencement of permanent duty in an OSA position the OSA will immediately be paid to an employee.
- (8) An employee not in receipt of OSA who has temporarily joined an operational shift roster for a period of more than 28 days is eligible for the payment of the OSA from the commencement of the period. Payment of the OSA will cease immediately when the employee leaves the operational roster.
- (9) An employee not in receipt of OSA who has temporarily joined an operational shift roster for 28 days or less is eligible for the payment of the shift penalty payments as prescribed in clause 55 of this Agreement, and other penalties as prescribed in the Award:

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

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

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

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

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

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

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

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

- (14) If an employee is not in an OSA position but transfers to an OSA position, then payment of the OSA will be effective from the date such employee commences duty on the operational shift roster.

46 Overtime Meal Allowance

- (1) Overtime meal allowances for non-commissioned officers are prescribed at clauses 13.12 of the Award. The rate applicable as at date of certification of this Agreement is \$14.75.
- (2) An employee who performs sufficient overtime to attract payment of overtime meal allowances whilst also entitled to Travelling Entitlements prescribed at clause 81 and 82 of this Agreement, will not be entitled to claim two separate allowances for the same meal. In this instance the employee will be entitled to claim the higher of the two applicable allowances.
- (3) The overtime meal allowance shall not be payable in those circumstances where an adequate meal is provided at the employer's expense.

47 PCYC Zonal Coordinator / Project Booyah Allowance

- (1) As from date of certification of this Agreement, PCYC Zonal Coordinators and the non-commissioned officers allocated to Project Booyah will be paid a fortnightly allowance of 18% of the officer's base rate of pay.
- (2) Such allowance compensates the officer for all work performed on shift work; overtime (including recalls); and on call. Officers remain entitled to ordinary time public holiday penalties and ordinary time weekend penalties.
- (3) Subject to clause 65 of this Agreement, the PCYC Zonal Coordinator / Project Booyah Allowance will be paid to officers on any form of paid leave whilst remaining attached to such positions.
- (4) Subject to subclause (3) above, the allowance is not payable when an officer ceases to undertake the duties of the role including for temporary absences to undertake relieving in other positions.

48 Prisoners' Rations Allowance

Prisoners' rations allowance for police officers are prescribed at clause 13.14 of the Award. The rate applicable as at date of certification of this Agreement is \$14.75.

49 Professional Development Allowance – Commissioned Officers Only

- (1) Substantive Commissioned Officers shall be paid a Professional Development Allowance equivalent to 4.5% of the annual rate of Inspector pay point 1. The effective date for calculation is 1 July of each year with payment of the allowance to be made in the first pay occurring during August of each year of this Agreement.
- (2) Pro Rata Arrangements - The initial payment of this allowance for newly appointed Commissioned Officers will be calculated on a pro rata basis from the time of appointment to the next 1 July. Pro Rata payments will be made as soon as possible following appointment.
- (3) This payment is paid as a self-education allowance to support and encourage Commissioned Officers to undertake appropriate professional development activities.
- (4) The allowance is payable as income and therefore Pay As You Go (PAYG) tax is withheld. Commissioned Officers are encouraged to obtain their own independent financial advice regarding their personal taxation circumstances.

50 Prosecutor's Allowance

- (1) Non-commissioned officers who perform duty as a prosecutor following successful completion of the Police Prosecutions Training Course will be paid a fortnightly allowance at the rate of 2.5% of the

fortnightly salary prescribed for a Sergeant paypoint 1. As from date of certification of this Agreement, officers appointed to, and undertaking the duties of a brief manager will be paid this allowance.

- (2) There is no entitlement to the allowance on cessation of duties as a prosecutor or a brief manager.
- (3) The allowances and operative dates are outlined below:

	<i>1 July 2022</i>	<i>1 July 2023</i>	<i>1 July 2024</i>
<i>Per Fortnight</i>	\$98.80	\$102.80	\$105.90
<i>Per Annum</i>	\$2578	\$2682	\$2763

- (4) The amounts payable as outlined at subclause (3) above are calculated on the relevant pay rates as prescribed by this Agreement.

51 QPCYWA Allowance

- (1) Employees attached permanently to a QPCYWA (excluding head office) are to be paid an all-up allowance of 35% of the employee's fortnightly paypoint.
- (2) Subject to clause 62 of this Agreement, this allowance shall be payable on all forms of paid leave and will be in lieu of payments for:
 - (a) Overtime
 - (b) On Call and Recall
 - (c) Shift Work
 - (d) Weekend duty
 - (e) Work on public holidays
 - (f) Leave loading
- (3) Other conditions relating to employees attached permanently to a QPCYWA are found at clause 87 of this Agreement.

52 Regional Duty Officers (RDO) Allowance

- (1) As from date of certification of this Agreement, Inspectors who perform duty as a Regional Duty Officer (RDO) and who work rotating shift work will be paid a fortnightly allowance at the rate of 12.5% of their base fortnightly salary.
- (2) Such allowance is:
 - (a) payable on all forms of paid leave (including workers compensation), as approved by the Service, except for long service leave; and
 - (b) paid in lieu of all shift penalty rates and annual leave loading.
- (3) Upon commencement of permanent duty in an RDO position the RDO allowance will immediately be paid to an employee.
- (4) An employee who is temporarily appointed to an RDO position for a period of more than 28 days is eligible for the payment of the RDO allowance from the commencement of the period. Payment of the RDO allowance will cease immediately when the employee leaves the RDO position.
- (5) An appointed RDO who leaves the RDO position on a temporary basis will maintain the payment of the RDO allowance for up to a period of 28 calendar days. After 28 calendar days the RDO allowance will

cease being paid and will not recommence until the employee returns to performing duty in an RDO position.

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

53 Rural Locality Incentive Payment (RLIP)

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

54 SERT Allowance

- (1) Provisions relating to allowances for operational members of the Special Emergency Response Team are found at clause 13.15 of the *Queensland Police Service Employees Award – State 2016*. The rates applicable over the period of this Agreement are as follows:

	<i>1 July 2022</i>	<i>1 July 2023</i>	<i>1 July 2024</i>
<i>Per Fortnight</i>	\$456.60	\$474.80	\$489.10

- (2) An officer who is temporarily attached or relieving as an operational member of the SERT shall be paid the fortnightly allowance for any participation in authorised SERT activities within that fortnight.
- (3) The allowance as prescribed in this clause will be payable on any forms of leave, except for long service leave.
- (4) For the purposes of clarification, negotiators attending training sessions are not and were not entitled to the allowance as prescribed herein.

55 Shift Allowance

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

- (1) An employee who works between 6.00 pm and 6.00 am, for which overtime is not payable, will be paid in addition to their ordinary salary a shift penalty of 15% if a continuous period of four (4) hours or more is worked between 6.00 pm and 6.00 am.
- (2) For ordinary shifts which commence after 2.00 am and before 6.00 am, employees will be paid in addition to their ordinary salary a loading of 15% per hour, for each hour or part thereof worked prior to 6.00 am.
- (3) Provided that the payments as provided in subclauses (1) and (2) above, will not apply where an employee is being paid weekend penalties or public holiday penalties as prescribed at clauses 15.5 and 24.1 of the Award.

56 Stock and Rural Crime Investigation Squad (SARCIS) Allowance

- (1) Operational Detectives and plain clothes non-commissioned officers appointed within a Stock and Rural Crime Investigation Squad (SARCIS) will be paid an all-inclusive allowance that equates to 41% of their base fortnightly salary. This allowance will be paid in lieu of OSA, NOSA and/or other payments for shifts, weekend and public holiday work, overtime, recalls, leave loading, Detective / plain clothes and clothing allowances, and on call.
- (2) An employee not already in receipt of this allowance, who is approved to temporarily relieve in a SARCIS position for a period of more than 28 days is eligible for the payment of this allowance from the commencement of the period. Payment of the SARCIS allowance will cease immediately when the employee leaves the SARCIS position.
- (3) An employee not already in receipt of this allowance, who temporarily relieves in a SARCIS position for a period of 28 days or less does not qualify for payment of this allowance. Such an employee will be

entitled to those penalties and allowances intended to be replaced by the SARCIS allowance provided for in this Agreement and the *Queensland Police Service Employees Award – State 2016*.

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

- (4) An employee receiving the SARCIS Allowance who leaves a SARCIS position on a temporary basis will maintain the payment of the SARCIS Allowance for up to a period of 28 calendar days. During the 28-day period, none of the entitlements outlined at clause 56(1) would be paid to the officer unless, and only for all or part of authorised overtime performed on any given day during the period, there are exceptional circumstances justifying payment for such overtime based on a case-by-case basis (e.g. major events).
- (5) After 28 calendar days the payment of SARCIS Allowance will immediately cease and will not recommence until the employee returns to the SARCIS position.
- (6) From the time that payment of the SARCIS Allowance ceases, the employee will be eligible for the allowances, penalty rates, and/or leave loading as applicable in the temporary position.
- (7) Under no circumstances will shift and weekend penalty rates, public holiday penalty payments, leave loading payments, one and two officer station allowance, PCYC Zonal Coordinator / Project Booyah allowance, QPCYWA allowance, beats allowance, CPOs allowance, OSA or NOSA be paid in addition to the SARCIS Allowance.
- (8) SARCIS Allowance is payable on all forms of leave except long service leave.

57 Surveillance Operations Unit Meal Allowance

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

58 Tactical Flight Operations Allowance

- (1) Effective from the date of certification of this Agreement, non-commissioned officers who are attached to PolAir undertaking flight operational duties in rotary aircraft will be paid a fortnightly allowance at the rate of 2.5% of the fortnightly salary prescribed for a Sergeant paypoint 1. The rates applicable over the period of this Agreement are as follows:

	<i>1 July 2022</i>	<i>1 July 2023</i>	<i>1 July 2024</i>
<i>Per Fortnight</i>	\$98.80	\$102.80	\$105.90

- (2) There is no entitlement to the allowance on cessation of flight operational duties.

59 Torres Strait Island Police Liaison Officer (TSIPSO) Supervisor Allowance

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

PART FIVE – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

60 Public Holidays

- (1)
 - (a) The rostering of non-commissioned officers on a programmed day off on a public holiday is not allowed.
 - (b) The rostering of non-commissioned officers on a rest day on a public holiday is allowed, provided that an additional day off is provided to the officer to be taken in the same manner as PDOs at clause 24(2)(d) of this Agreement. Any such accrued day off in lieu must be utilised on a rostered work day (excluding a public holiday).
 - (c) For commissioned officers, the rostering of a programmed day off on a public holiday is not advocated.
- (2) For the purposes of subclause (1) above, a day where a part-time non-commissioned officer is not rostered on, is not considered a rest day. The provision in subclause (1) above does not change the rostering arrangements for part-time non-commissioned officers. That is, if a public holiday falls on a part-time non-commissioned officer's ordinary rostered hours, the OIC will make a decision whether the part-time non-commissioned officer attends work on that day and receive appropriate penalty rates or give the part-time non-commissioned officer a paid public holiday off. A part-time non-commissioned officer who works flexible days will be rostered on public holidays on a pro-rata basis.
- (3) An employee cannot be placed on call in accordance with clause 18.5 of the Award during their notional shift on a Public Holiday Off. If in exceptional circumstances a non-commissioned officer attached to the Water Police, Disaster Victim Identification Squad, Hazardous Environment Examination Team, and Forensic Coordinator positions is required to hold themselves ready for duty on a Public Holiday Off, the officer will be paid the on-call allowance prescribed at clause 18.5(c)(i) of the Award for all hours required to be on call. If subsequently called out during the officer's notional shift, the officer is entitled to normal public holiday ordinary time entitlements.
- (4) The Service is able to roster police officers on or off public holidays as appropriate. The decision as to who will or will not work will be made by the Commissioner. Such decision will be based on need.
- (5) Where sick leave or carer's leave occurs during a public holiday on which an officer has rostered ordinary hours, that leave will be debited for that day.
- (6) Other provisions relating to rostering on public holidays can be found at clause 25(7)(i) to (m) (Rostering of OSA Positions).

61 Annual Leave – Police Officers

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

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

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

- (4) In lieu of clause 20.1(h) of the Award, effective from the date of certification of this Agreement, annual leave will be exclusive of all public holidays. Therefore, any public holiday which occurs during any period of annual leave will not be debited from an officer's annual leave accruals.
- (5) Where non-commissioned officers on OSA work a minimum of 46 weekend shifts (or 368 ordinary hours for those officers performing 9- or 10-hour shifts) and a minimum of 7 public holiday shifts in an Equity year, they shall be credited with a one-off special leave credit of 38 hours leave on the first day of the next Equity year. This entitlement initially applies to shifts worked in the Equity year ending 21 April 2023. The leave credit must be utilised by 30 September of the year following the granting of the leave credit, and if not utilised by that date, will be forfeited.

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

62 Annual Leave Loading – Police Officers

(1) Commissioned Officers

- (a) Leave loading of 17.5% on 4 weeks annual leave per year will be paid to all commissioned officers on the first pay of December each year for the previous calendar year.
- (b) In addition, shift working commissioned officers will be paid pro-rata shift work leave loading at the rate of 0.5749% of the officer's base rate for all time engaged in and/or occupying a continuous shift work position. The *pro-rata* shift work leave loading under this subclause will be paid fortnightly at the rate prescribed. Leave loading is not payable to those commissioned officers paid the Regional Duty Officers (RDO) Allowance as prescribed at clause 52 of this Agreement.

(2) Non-Commissioned Officers

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

63 Annual Leave Management – Police Officers

- (1) Employees and the Service are jointly liable for the management of annual leave. The intention is for employees to access their leave annually.
- (2) By virtue of the *Queensland Police Service Employees Award – State 2016*, police officers are allowed to accumulate up to two years' annual leave. However, this is not a right or an entitlement: it is a limit on accruals. The ability of the Service to direct officers to take annual leave is contained within the Award and the *Industrial Relations Act 2016*.
- (3) (a) Based on this ability, the Service will implement a State-wide annual leave target for all police officers each year. There will only be one target date each year, being 30 June.
- (b) The specified targets of accrued annual leave are 342 hours for non-commissioned officers in the Northern and Western parts of the State and 304 hours for non-commissioned officers in the remainder of the State.

- (c) For commissioned officers, the specified targets are 304 hours in the Northern and Western parts of the State and 266 hours in the remainder of the State.
 - (d) See clause 20.1 of the Award for a description of the Northern and Western parts of the State. If officers do not voluntarily access appropriate leave, then they may be directed to take leave, provided that such direction is fair and reasonable.
- (4) It is not considered fair and reasonable to direct employees to take annual leave in periods of less than one week generally, or two weeks for officers in the northern and western parts of the State who accrue extra leave.
 - (5) In considering directions to take annual leave the Service should be flexible in relation to such matters as:
 - leave associated with the birth of child/children;
 - a planned holiday, especially where a deposit is required;
 - family occasions such as engagements, weddings etc;
 - other special needs of the employee.
 - (6) Where an employee requests, annual leave may be accessed in periods of less than one or two weeks.

64 Sick Leave – Police Officers

- (1) The Service continues to endorse the operation and maintenance of the Sick Leave Bank, as outlined at Appendix 4 of this Agreement.
- (2) Sick leave will accrue at the rate of 0.31233 hours for each calendar day of service (i.e. 15 days per annum). Provided that First Year Constables receive a one-off allocation of one year's sick leave (15 days) at the commencement of their first year with accrual of sick leave to commence on completion of the first year as a Constable.
- (3) A medical certificate will be produced by employees in receipt of OSA for short term absences on weekend shifts. Provided that any such absences for which a medical certificate is not produced will count towards the six working days allowed in any one year as prescribed at clause 21.1(b)(iii) of the Award.
- (4) In lieu of the requirement prescribed at clause 21.1(b)(i) of the Award to produce a certificate of a duly qualified medical practitioner, a police officer may produce to the Service a certificate from a duly qualified Allied Health Professional or Registered Nurse if they reside in a remote location and demonstrate an inability to access a Medical Practitioner.
- (5) Where a non-commissioned officer in receipt of OSA relieves as a commissioned officer for a period of 28 days or less and is absent on sick leave during the relieving period, such sick leave will be paid at their ordinary rate of pay as a non-commissioned officer including OSA.

65 Maximum Limit for Payment of Consolidated Allowances – Police Officers

- (1) Consolidated allowances are OSA, Residential Beats Allowance, One and Two Officer Station Allowance, PCYC Coordinator / Project Booyah Allowance, QPCWYA Allowance, Regional Duty Officers (RDO) Allowance, SARCIS Allowance and TSIPSO Supervisor Allowance.
- (2) Consolidated allowances will be paid for the first 26 weeks that an employee is absent on sick leave, including accessing the Sick Leave Bank.

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

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

66 Paid Parental Leave - Police Officers

The conditions and entitlements prescribed in the Ministerial Directive relating to Paid Parental Leave as issued pursuant to the *Public Service Act 2008* which may be amended from time to time will apply to police officers.

67 Long Service Leave - Police Officers

The conditions and entitlements prescribed in the Ministerial Directive relating to Long Service Leave as issued pursuant to the *Public Service Act 2008* which may be amended from time to time will apply to police officers.

68 Critical Incident Leave – Police Officers

- (1) A police officer is entitled to a maximum of 3 days paid "Critical Incident Leave" when the officer has been involved in a critical incident.
- (2) A "critical incident" will be defined in accordance with section 5A.2 (as amended) of the *Police Service Administration Act 1990* and in addition will include:
 - (a) incidents where a reportable death occurs in the course of or as a result of police operations as prescribed at s.8(3)(h) (as amended) of the *Coroner's Act 2003*; and
 - (b) a highly traumatic incident in which a person dies or is admitted to hospital for treatment of serious injuries.
- (3) Critical Incident Leave will be in addition to any other paid leave the officer is entitled to and will be granted by the Commissioner subject to operational requirements.

69 Support for Police Officers Affected by Domestic and Family Violence

The conditions and entitlements prescribed in the Ministerial Directive relating to Support for Employees affected by Domestic and Family Violence as issued pursuant to the *Public Service Act 2008* which may be amended from time to time will apply to police officers.

70 Purchased Leave – Police Officers

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

71 Bereavement Leave - Police Officers

The conditions and entitlements about Bereavement Leave only as prescribed in the Ministerial Directive relating to Special Leave as issued pursuant to the *Public Service Act 2008* which may be amended from time to time will apply to police officers.

PART SIX – TRANSFERS, RELOCATION EXPENSES AND TRAVELLING ENTITLEMENTS

LATERAL TRANSFERS – COMMISSIONED OFFICERS

72 Introduction

- (1) This clause applies in lieu of clause 26 of the Award.
- (2) Commissioned Officer vacancies will be advertised as per clause 14 of this Agreement with the only exception being those Commissioned Officers who satisfy an operational factor at clause 73.
- (3) Lateral transfers provide a facility for the transfer of commissioned officers at their substantive rank to other positions and/or locations in limited circumstances without the need to advertise and fill positions on an open merit basis. This process is subject to agreement of both the Commissioned Officer and the Service.
- (4) Officers promoted to their current position who have not completed a minimum tenure and who choose to apply for an officer-initiated transfer must voluntarily relinquish their promotion and revert to their previous rank to receive TAC support.

73 Operational Factors

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

- (1) Remote locations: Where a Commissioned Officer has at least completed tenure at Weipa, Thursday Island, Longreach, Mt Isa or Charleville.
- (2) Health or Compassionate grounds: Where a Commissioned Officer has exceptional compassionate or health grounds.

Health grounds apply where an employee or family member has a need to have access to appropriate medical services, or on medical grounds has a need to vacate, or transfer to, a particular location, where these medical services/grounds cannot be facilitated/resolved via a temporary secondment to another area.

Each application pursuant to this operational factor must be supported by relevant medical reports.

Compassionate grounds include family matters sufficient to support an employee's transfer. Where appropriate TAC may request documentary evidence on a case-by-case basis.

- (3) Return from external agencies: Where a Commissioned Officer completes tenure/secondment or is directed to return to the Service by an external agency e.g. Crime and Corruption Commission.

LATERAL TRANSFERS – NON-COMMISSIONED OFFICERS

74 Introduction

- (1) The lateral transfer process applies where appropriate in lieu of clause 14 of this Agreement and clause 26 of the Award.
- (2) An Assistant Commissioner or delegate may laterally transfer a non-commissioned officer (excluding OICs and District Duty Officers [DDOs]) under their command provided there is mutual agreement. There will be no entitlement to transfer expenses, except in exceptional circumstances. Where the employee's resultant travelling distance between the employee's residence and new place of work exceeds 40 kilometres, the parties will ensure the fatigue management provisions outlined at clause 85 are considered. Such transfers will not alter an employee's tenure. It is recognised that this provision is suitable for addressing a Flexible Work application where a proposed arrangement is not operationally viable at an officer's current location.

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

- (3) The lateral transfer process set out in this Agreement does not apply to transfers which form part of a disciplinary sanction under the *Police Service Administration Act 1990*. Such discipline transfers are to be dealt with under the *Police Service Administration Act 1990*.
- (4) Lateral transfers provide a facility for the transfer of officers at their substantive rank to other positions and/or locations in limited circumstances without the need to advertise and fill positions on an open merit basis.
- (5) Where a lateral transfer occurs, the employee will not suffer a reduction in ordinary salary, unless clause 74(10) applies.
- (6) Lateral transfers may be initiated either by the Service or through application by the employee.
- (7) These provisions will not apply to any appointments, postings, movements or transfers of a Constable up to and including such employee's appointment upon confirmation.
- (8) Notwithstanding any other provision contained in this Agreement, the Commissioner has the discretion to initiate a directed transfer of a police officer at their substantive rank to other positions and/or locations.
- (9) OIC and DDO positions will be maintained for filling via the open merit process. In exceptional circumstances supported applicants currently holding the position of OIC or DDO may be considered for a lateral transfer into a like position in another location.
- (10) Officers promoted to their current position who have not completed a minimum tenure and who choose to apply for an officer-initiated transfer must voluntarily relinquish their promotion and revert to their previous rank to receive TAC support.

This provision will not apply to recently promoted officers who have completed probation and qualify for a lateral transfer pursuant to operational factor "Partners Employment" under clause 75 (12)(a) specifically in cases where their partner has obtained a position on merit and is required to relocate.

75 Operational Factors

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

- (1) Organisational Restructuring: Where, to meet service delivery requirements, the Service closes or opens a station, section or establishment; the Service increases or decreases the staffing levels of a station, section or establishment; the reclassification of positions; i.e. workplace restructuring.

- (2) Expressions of Interest/Transfer at Level Opportunities: This is a process whereby the Commissioner selects an employee from the relevant pool of employees on the basis of closed merit. Where there is a dispute regarding tenure then the implementation of any lateral transfer under this operational factor will be delayed until the dispute is resolved.

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

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

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

- (7) External Agencies: This applies when an officer is to be transferred to or from an agency/organisation external to the Service e.g. Crime and Corruption Commission.
- (8) Rotations:
- (a) The areas of application include for example, Watchhouses and stations in Aboriginal and Torres Strait Islander communities and hard-to-fill rural and remote locations including plain clothes and specialist positions.
 - (b) Employees who have been through a merit-based process for a position identified for the purposes of rotation of staff (including those rotations occurring under clause 95) and wishes to remain for a longer period can do so through an application to TAC if mutually acceptable to all parties. Previous time at the location will be included for the purposes of tenure.
- (9) Positions requiring pre-training: This refers to situations where an employee has to receive training prior to being able to take up a position and there is a need, having received this training to transfer the

employee to a particular location to utilise these developed skills e.g. SOCO and prosecutions but not, for example, detective training. Employees will be advised in writing prior to commencing training where they will be required to perform such duty after completion of the training.

- (10) Swaps: A mutually agreed request initiated by two or more employees and agreed by management for an exchange of similar positions at the same rank.
- (11) Resource Management:
- (a) This operational factor covers grounds where a transfer is necessary because of a breakdown of personal relationships between the employee, of any rank, and other employees; or that employee and the local community.
 - (b) Further, this factor applies where staff numbers have fallen below safe operational levels. Should there be no applicants for these positions after advertisement State-wide and there are no volunteers, the Service may consider the implementation of directed transfers. Provided that prior to so doing, the process of selection of appointees occurs by a process agreed between the Service and the QPUE. Agreement will not be unreasonably withheld or delayed by either party.
 - (c) Where it has been clearly demonstrated to TAC that an employee is not coping in their current position and management has taken all fair and reasonable actions to assist the employee in that position, the Service may seek to relocate the employee. Provided that any costs associated with or resulting from the relocation are borne by the Service. Further, reports have to be provided by management as to what has been the problem and what has been done to rectify it and, a report from the employee concerned regarding the proposed transfer. These are to be provided to TAC members at least 7 days before TAC meets.
- (12) Partners Employment:
- (a) This is where a Service employee (police officer or staff member) is transferred, and the employee's partner is a police officer. This factor then allows the transfer of the partner in the case of the partner being a police officer.
 - (b) This factor also applies where a police officer seeks a transfer because the officer's partner [not being a police officer or staff member] receives a transfer as a result of a direction by the partner's employer to relocate.
 - (c) This factor may also apply where the request for a transfer is at the employee's instigation and is purely to suit their partner's choice to relocate their employment where the partner is neither a police officer nor a staff member.
- (13) Personal Reasons: This applies where a transfer is sought by an employee on personal grounds which are not covered by any other operational factor, and which are not necessarily in the operational interests of the Service. These reasons must be unique and compelling. This factor does not include reasons related to cost of travel nor purchase of a residence in another location. Utilisation of this operational factor shall only be on a case-by-case basis and shall be of no precedent value.

LATERAL TRANSFERS – ALL POLICE OFFICERS

76 Transfer Advisory Committee (TAC)

- (1) For the purposes of lateral transfers, there will be a Transfer Advisory Committee (TAC) established to advise the Commissioner regarding applications for lateral transfers.
- (2) Membership of the Committee comprises representatives of:
 - The Queensland Police Union of Employees;
 - The Queensland Police Commissioned Officers Union of Employees;

- Queensland Police Service;
 - Human Resources Division.
- (3) TAC supports an employee out of their current location, not into a particular position, and notwithstanding any advice provided by the Committee, the Commissioner has the final decision-making authority. Any split outcomes at TAC are to be decided by the Executive Director Human Resources Division.
 - (4) If requested by a Committee member, the Commissioner will provide a written statement outlining the reasons for the decision to the TAC.
 - (5) In addition to providing advice to the Commissioner on lateral transfers, the Committee will inform itself of relevant issues affecting the transfer of employees generally throughout the Service and provide appropriate advice accordingly to the Commissioner with a view to resolution of the issue.
 - (6) The Committee will manage the lists of designated rural and remote, and “hard to fill” locations as provided for at clause 95(4) and (5).
 - (7) The Committee will meet fortnightly or as required.
 - (8) For the purpose of providing advice to the Commissioner, the TAC will have a Minutes Secretary.
 - (9) The Committee will provide advice to the Commissioner within 30 days of receiving any application for lateral transfers. Should any party represented on the Committee fail to provide advice on their position within the said 30 days, the Commissioner may decide the application on the advice already provided.

77 The Application Process

- (1) (a) Any Police Officer may apply for a lateral transfer which will be forwarded to the Commissioner by the relevant Assistant Commissioner or Director. This senior executive officer will indicate support or otherwise for the application, together with reasons.
- (b) Similarly, any senior executive officer who wishes to initiate a lateral transfer of a Police Officer will forward a submission to the Commissioner indicating the reasons why, together with a copy of the individual Police Officer’s position on the proposed transfer.
- (c) The applications/submissions mentioned at (a) and (b) hereof, will be considered by the TAC. This Committee will indicate to the Commissioner whether or not the application/submission is supported.
- (d) All applications/submissions are to include the requested/proposed location.
- (e) Provided that the requested/proposed location may not be the ultimate location to which the employee is transferred.
- (f) Any application for a lateral transfer is to be processed in such a way to reach the Minutes Secretary of the TAC within 28 days of receipt of the application by the Service.
- (g) Any application for a lateral transfer if supported by the TAC will remain current for 12 months only. Applicants may reconsider their individual circumstances and re-submit subsequent applications to the TAC before or after this time.
- (h) In the cases of employees who seek lateral transfers under the operational factors specified in clause 75 at either subclauses (10) Swaps; or (12)(b) & (c) of Partner's Employment; or (13) Personal Reasons, cost of transfer will generally not be paid. Upon request, the Director HR Services will determine if cost of transfer should be paid (each case to be considered on its individual circumstances). Costs of transfer includes all entitlements at clause 78. To remove any doubt this includes packing and travel days.

- (i) None of the decisions referred to in (h) above in relation to costs will be used as a precedent in dealing with any other matter relating to costs of transfers.
 - (2) The Commissioner will ensure that an employee being transferred meets appropriate selection criteria of the particular position involved.
 - (3) Closed selection may be used in conjunction with operational factors if together, they provide a more appropriate basis for selecting, from employees of the same rank, an employee to transfer into the position (including where multiple officers on the lateral transfer list are nominated pursuant to clause 67(4)(a) for placement into a position)
 - (4) For consistency and transparency, the final responsibility for the placement of officers on the lateral transfer list into a position will rest with the delegated officer. The identification and selection of an officer on the lateral transfer list for placement into a position (other than via transfer at level/EOI opportunities appearing in the Police Gazette) will include the following:
 - (a) Human Resources Division will nominate officers from the lateral transfer list for selection by the delegated officer, based on the following principles*:
 - (i) The position falls within the scope of an officer's nominated preferences;
 - (ii) The length of time an officer has been on the lateral transfer list (preference to 'first in, first out' basis, wherever possible) – if more than one officer has the same TAC approval date, all will be considered for nomination;
 - (iii) The impact of extraordinary circumstances relating to officers on the lateral transfer list (circumstance will only be deemed 'extraordinary' on a case-by-case basis);
 - (iv) An officer's refusal of placement opportunity/s will impact their eligibility to maintain their relative priority on the transfer list.
- * To ensure the necessary supporting framework is in place to implement these changes to the procedures for placement of officers on the transfer list, the current procedures will remain in place whilst the new procedures are developed. The commencement date for introduction of the new procedures will be no later than 22 April 2023.
- (b) Unless there are multiple officers nominated for transfer into a position, the placement of a nominated officer will be on the basis of a suitability assessment undertaken by the delegated officer. A suitability assessment will include an assessment of whether the applicant has the skills and abilities necessary to meet the requirements of the role to a satisfactory level, given reasonable training, re-training and on-the-job experience, and are fit to undertake the role with reasonable adjustment, if required.
 - (c) Where a delegated officer does not approve the lateral transfer of a nominated officer into a position, the delegated officer must provide written reasons for the decision to the officer/s.
 - (d) Officers who were nominated to be assessed for a position, but who were not selected by the delegated officer, may lodge a grievance if they are dissatisfied with the reasons provided by the delegated officer.

TRANSFER ENTITLEMENTS

78 General

- (1) Subject to clause 77(1)(i), an employee covered by this Agreement is eligible for the transfer entitlements provided in this Agreement if the Commissioner is of the view that a change of residence is required.
- (2) Provided that PLOs, TSIPLOs and AWOs are only entitled to transfer entitlements when transferred on merit or on compassionate grounds.

- (3) Unless approved by an Assistant Commissioner (or higher delegate), an employee is only entitled to the payment or reimbursement of expenses and other conditions for transfer after formal notification of their transfer in the Queensland Police Service Gazette. An order of transfer for an employee who is promoted/appointed to a gazetted vacancy is effective upon the conclusion of the review period and/or finalisation of any reviews, whichever is the latter.
- (4) Transfer entitlements are set in accordance with the rates, standards and conditions applicable to public service officers through the Ministerial Directive relating to Transfer and Appointment Expenses as issued pursuant to the *Public Service Act 2008* which may be amended from time to time.
- (5) Where an officer enters into accommodation in QPS/Government housing or enters into private rental leases of periods of 6 months or more, the officer is regarded as having obtained permanent accommodation for purposes of entitlements for temporary accommodation and storage of effects.
- (6) First year constables may treat a former principal place of residence as their principal place of residence for purposes of transfer entitlements occurring as a result of their 2nd year allocation.
- (7) Overpayments relating to conveyancing fees on sale identified as a result of a sale and purchase of principal residence or land not occurring within the specified 2-year period outlined in the abovementioned Directive, will be repayable by the officer immediately upon completion of the 2-year period or date of cessation of employment if occurs earlier.
- (8) Appointment expenses in accordance with the abovementioned Directive for new employees will be allowed at the discretion of the Commissioner.
- (9) Costs for storage of effects as prescribed at section 20 of the Transfer and Appointment Expenses Directive (as amended or replaced) may be approved at the discretion of the relevant Assistant Commissioner in cases where the officer has entered into permanent accommodation in Government-owned or QPS housing at RLIP or Area Allowance locations.
- (10) Additional information relating to the following can be found in the Service's HR Policy "Transfer Entitlements – Police Officers" (2015/10) as amended:
 - (a) documentary evidence;
 - (b) definitions;
 - (c) roles and responsibilities.
- (11) The following provisions relating to transfer entitlements also apply and where inconsistent with provisions contained in the abovementioned Directive shall have precedence:
 - (a) *Accommodation/meals prior to departure and upon arrival*
 - (i) Entitlement

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

If an employee's furniture and effects are uplifted from the former centre greater than two days prior to the employee departing to the new centre, then the Commissioner (or delegate) shall determine whether actual expenses shall be reimbursed, or whether the

temporary accommodation provisions shall apply. If the delay in the officer departing their former centre is a result of the actions of the Service, then actual expenses will be reimbursed.

(ii) Eligibility

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

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

(B) *Relatives and friends*

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

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

Actual and reasonable expenses for meals. Receipts are required.

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

(i) Entitlement

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

- (A) permanent accommodation is actually secured and is available on arrival at the new centre; or
- (B) in the event of temporary accommodation expenses incurred following transfer being claimed under the Directive, the maximum amount claimable is to be reduced by the amount actually paid under this clause 78(11)(b).

(ii) Eligibility

(A) *Employee unaccompanied by family*

(I) *Travelling Costs*

Reasonable costs for travelling to and from the new centre.

(II) *Accommodation*

Reasonable actual costs for accommodation. Receipts are required.

(III) *Paid Leave*

No additional non-deductible paid leave will be approved for an employee wishing to travel to their new centre prior to their transfer. Such travel

should be undertaken either during rest days, PDO's, recreation leave, or as part of time taken to complete transfer arrangements as prescribed in the Directive.

(B) *Employee accompanied by family*

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

(c) *Transportation of furniture and effects*

(i) Employee accompanied by family

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

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

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

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

RELOCATION EXPENSES

79 Relocation Expenses for Officers Retiring from the Service

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

80 Relocation Expenses for Widows and Widowers of Deceased Officers

Relocation expenses for families of deceased officers residing with the employee at the time of death are in accordance with the application and entitlements prescribed at clause 79 above.

TRAVELLING ENTITLEMENTS

81 Domestic Travel - Application and Entitlement

- (1) Subject to clause 81 herein and clause 91, travelling entitlements are set in accordance with the rates, standards and conditions applicable to public service officers through the Ministerial Directive relating to Domestic Travelling and Relieving Expenses as issued pursuant to the *Public Service Act 2008* which may be amended from time to time. Such entitlements apply in lieu of clauses 13.16 and 27(a) of the Award.
- (2) Employees covered by this Agreement are **only** entitled to the provisions of this clause when approval has been given to an employee to be absent from headquarters on duty within Australia and the nature of such absence reasonably requires the securing of alternative accommodation.
- (3) The following provisions relating to travelling entitlements also apply and where these provisions are inconsistent with the Directive referred to in subclause (1) above, these provisions shall have precedence:

(a) Accommodation

- (i) The Service may arrange accommodation at no cost to the employee. Such arrangements shall provide each employee with single accommodation. Where this occurs the employee is entitled to the appropriate meal allowances and the incidental allowance for each overnight stay.
- (ii) With reference to accommodation only: Where it is deemed necessary for operational requirements and the viability of an operation depends on it, arrangements for accommodation may be varied provided employees receive prior notice.
- (iii) Where the Service does not arrange accommodation, employees will be reimbursed the actual reasonable cost of accommodation obtained. Compliant tax invoice receipts must be submitted with claims for accommodation expenses. In addition, employees are entitled to the appropriate meal allowances and the incidental allowance for each overnight stay.

(b) Hardship allowance

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

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

(c) Meal allowances

- (i) "Emerald" is classed as a "High Cost Country Centre".
- (ii) On day of departure and day of return the following applies: -
 - Breakfast payable if departure prior to 6.30am or arrival after 6.30am;
 - Lunch payable if departure prior to 12.30pm or arrival after 12.30pm;
 - Dinner payable if departure prior to 6.30pm or arrival after 6.30pm.

(d) *Costs exceeding allowances*

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

(e) *Accommodation and meal cost inseparable*

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

(f) *Private accommodation*

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

(g) *Special events*

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

(h) *Advances on allowances*

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

82 International Travel - Entitlement

Travelling entitlements for approved overseas travel are set in accordance with the rates, standards and conditions applicable to public service officers through the Ministerial Directive relating to International Travelling, Relieving and Living Expenses as issued pursuant to the *Public Service Act 2008* which may be amended from time to time. Such entitlements apply in lieu of clauses 13.16 and 27(a) of the Award.

PART SEVEN - MISCELLANEOUS

83 District Appointments

- (1) The application of District Appointments as provided in this clause is limited to non-commissioned officers in the following Districts or areas:
- (a) North Brisbane District;
 - (b) South Brisbane District;
 - (c) Gold Coast District;
 - (d) Logan District;
 - (e) Moreton District;
 - (f) Sunshine Coast District;
 - (g) Rockhampton Area;
 - (h) Mackay Area;
 - (i) Townsville Area;
 - (j) Cairns Area;

- (k) Toowoomba Area;
 - (l) Ipswich Area.
- (2) The QPUE and the Service acknowledge that changes of work locations in those Districts/Areas listed above outside the south-eastern part of Queensland will be restricted where practicable to the urban areas of those Districts/Areas taking into consideration the residential location of employees.
 - (3) The Service in consultation with the QPUE may amend the above list of Districts/Areas.
 - (4) All transfers and promotions to the above-listed Districts/Areas may be to positions in the district with initial duty at a work location.
 - (5) A temporary change of work location is provided for in clause 25(7)(n) of this Agreement and only permanent changes of workplace within and/or across Districts will occur under this clause.
 - (6) An employee subject to this clause may be directed to perform duties at any location within the District/Area if the placement is in the best interest of the Service and is consistent with the service delivery standards. Likewise, an employee subject to this clause may be directed to perform duties at nearby work locations/stations across a District boundary for the same reasons.
 - (7) A change of work location in accordance with this clause may be initiated by the Service subject to the following safeguards:
 - (a) The change in work location should not change the rank or general duties of the employee transferred unless agreed.
 - (b) A permanent change in workplace location that requires travel in excess of 40 kilometres from their current residence or total travelling time each way of more than 30 minutes in addition to the time (excluding exceptional and unexpected delays) the employee would normally travel to and from the employee's residence and previous station/work location will be entitled to the Transfer Entitlements prescribed at clause 78 of this Agreement if they choose to relocate their residence closer to the new workplace.
 - (c) The parties agree that a change of workplace under this clause will not occur or be used as a disciplinary sanction. However, it is acknowledged that the service may change an employee's work location as a risk mitigation strategy with regard to the Commissioner's responsibilities pursuant to section 4.8 of the *Police Service Administration Act 1990*.
 - (8) Where an employee objects to a permanent change of workplace made under this clause the employee can challenge the decision through the existing grievance and dispute resolution processes.

84 Higher Duties

Commissioned and Non-Commissioned Officers

- (1) The following applies in lieu of clause 12.7 of the Award:
 - (a) Where a police officer is directed or rostered to fill temporarily the office of a police officer of higher rank, or a vacant office of higher rank to which an appointment has not been made, the police officer will be paid, subject to subclauses (c) and (e) below, extra remuneration at the minimum salary rate applicable to the higher rank provided that the police officer:
 - fills temporarily the position for more than 3 consecutive shifts not including rest days; and
 - performs all of those duties and accepts all of those responsibilities for the time being associated with the position.
 - (b) 'fill temporarily' includes those relieving periods where the incumbent officer is absent on PDOs.

- (c) Where a Constable who has been remunerated at paypoint 1.6 relieves at the rank of Senior Constable, the amount of extra remuneration payable to such officer will be the difference between paypoint 1.6 and paypoint 2.2.
- (d) In each case the amount of extra remuneration payable to an employee will be the difference between the employee's salary and the minimum salary prescribed for the rank to which the employee relieves.
- (e) Where a Senior Constable remunerated at paypoint 2.10 relieves at the rank of Sergeant, the amount of extra remuneration payable to such officer will be the difference between paypoint 2.10 and paypoint 3.2.
- (f) If a police officer who is temporarily filling an office of higher rank goes on annual or sick leave, such leave will not be deemed to interrupt the period of performance of such duties if the employee resumes the same duties on the return from leave.
- (g) Where a police officer takes any form of leave on full salary other than annual leave or long service leave, after the officer has been directed to assume the higher duties and responsibilities for the immediately preceding 12 months, higher duties shall continue to be payable in respect of that leave on full salary if, during that 12 months, the only leave which the officer has taken is leave which may be credited as service.
- (2) Subject to subclause 1(c) and (e) above, where the office of higher rank is an OSA position an employee shall receive, in addition to any higher duties, the OSA calculated on the minimum salary prescribed for the higher rank.
- (3) The following applies to non-commissioned officers only:
- (a) Subject to the following conditions, a non-commissioned officer performing higher duties at the ranks of Senior Constable, Sergeant or Senior Sergeant will not be financially disadvantaged relative to their substantive wage and composite allowance if they access any paid leave during or immediately after a period of higher duties.
- (b) The provisions of (a) above only applies:
- to leave taken in the 12-month period after date of commencement of any continuous period of higher duties; and
 - where the officer has been in receipt of the composite allowance for a minimum period of 52 weeks prior to commencement of higher duties.
- (c) The conditions applicable to payment of the composite allowance apply (e.g. non-payment of leave loading when receiving OSA) whenever the substantive wage and composite allowance is paid under this clause.
- (4) Subject to subclause (5) below, where the office of higher rank is not an OSA position, and the employee is currently permanently in an OSA position, the employee will continue to receive the OSA calculated on the employee's substantive paypoint for a period up to and including 28 calendar days.
- (5) Whilst relieving as a commissioned officer, employees are subject to the same terms and conditions as commissioned officers.
- Therefore, subject to clause 64(5) of this Agreement, employees relieving in a commissioned officer position will not maintain the OSA payment from the date of commencing such relieving.
- (6) During maintenance of the OSA referred to in subclause (4) above, under no circumstances shall shift and weekend penalty rates, public holiday penalty payments, leave loading payments, Overtime Considerations payments, One and Two Officer Station Allowance, PCYC Zonal Coordinator / Project Booyah Allowance, QPCYWA Allowance, Beats Allowance, CPO Allowance, SARCIS Allowance or TSIPSO Supervisor Allowance be paid in addition to the OSA.

85 Health and Safety and Fatigue Management

- (1) The Service, its supervisors and employees will consider their respective obligations under the *Work Health and Safety Act 2011* in the performance of their duties.
- (2) In particular, employees and supervisors are referred to the QPS Fatigue Management Policy and Guidelines found on the QPS Intranet.
- (3) The Service's fatigue management and health and safety policies must be considered and complied with in relation to all areas of employment. The following is a list of employment issues to be considered under this clause including, but not limited to:
 - Performance of special services;
 - Hours of work including rostering and overtime;
 - Travelling time;
 - Secondary employment.

86 One and Two Officer Stations

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

Where written agreement is reached between the parties in relation to a specific three or four officer station, employees at that station will receive the composite allowance, all relevant entitlements and work in accordance with the conditions as prescribed at clauses 44 and 86 of this Agreement. Agreement by either party relating to any specific location may be renegotiated at any time due to a change in circumstances. Existing agreed administrative arrangements applicable as at date of certification of this Agreement are Pormpuraaw, Lockhart River, Hopevale, Coen, Russell Island and Macleay Island.

(1) Weekend Work and Public Holidays

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

(2) Overtime and Travel

- (a) Where an employee is directed to perform duty outside of their division by the District Officer or a delegated officer and that duty is on a rest day or is outside of their rostered hours for that day, the employee will be paid overtime for the duty so performed.
- (b) Work for which a direction from a District Officer or a delegated officer is not required will not attract an overtime payment, irrespective of whether or not the officer seeks such a direction.
- (c) Where an employee is rostered to perform duty at an event (e.g. local rodeo) outside of his/her division, the employee will be paid overtime for all hours worked in excess of ordinary hours. The employee shall be given at least 48 hours' notice of the requirement.
- (d) In performing duty in accordance with clause 86 (2)(a)&(c) above, an employee is to be paid at ordinary rates for travel undertaken outside rostered hours in accordance with clause 91 of this Agreement.
- (e) Notwithstanding the above provisions, a District Officer may approve payment at overtime rates of any overtime performed within the employee's division by an employee at a One or Two Officer Station, which does not relate to the employee's normal duties. Such duties for example may include the following:

- where Road Policing Command provides additional funding to perform duties associated with road safety;
- where State Crime Command provides additional funding to perform duties associated with policing the prevalence of drugs in local communities;
- where an employee provides a response to a declared disaster;
- where an employee, who has undertaken appropriate training, performs specialist duties (such as Search and Rescue or Forensic Crash duties).

(3) **Transfer**

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

(4) **One Weekend in Four Free of Calls**

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

(5) **Covering Additional Stations**

- (a) Employees will not be required to cover more than one extra single officer station and only for periods of paid leave at that extra station or to enable officers to attend training or for other reasons as agreed between the Service and the QPUE. No overtime will be payable for duty performed in these circumstances during the normal rostered hours at that officer's home station. However, overtime will be payable for all duty performed in the neighbouring division occurring outside of ordinary hours or on rest days. The continuous period for covering arrangements should not exceed 16 weeks unless justified. When a Two Officer Station has only one officer, that officer will not be required to cover any other station (i.e. single officer station) where the appointed officer at that station is absent.
- (b) The Buddy System occurs when neighbouring divisions work harmoniously together to obtain a balance between the operational requirements of the Service and officers' work/life balance. Neighbouring stations may include stations across patrol group, district and regional boundaries. All parties recognise the importance that the informal "Buddy System" plays at all one and two officer stations and that this arrangement enables flexibility and improved productivity.
- (c) Subclause (a) above will not apply where the Buddy System is in operation whereby one or two officer stations combine for the purpose of enabling the officer/s attached to them to have one weekend in four free of all calls within their respective division on a rotational basis.

- (d) It is acknowledged that subclause (a) above will not apply where other local arrangements agreed to by both officer/s and management are applied in exceptional circumstances.

(6) Leaving the Division

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

(7) On Call

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

(8) PDOs

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

(9) Fatigue

Officers and managers should always apply the "Health and Safety and Fatigue Management" principles outlined in clause 85 of this Agreement. This is particularly the case:

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

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

(10) Higher Duties

It is recognised that operationally at two officer stations where the OIC is absent on leave, another officer should be appointed as the acting OIC. If this officer satisfies the criteria in clause 84 "Higher Duties", the officer will be paid the appropriate higher duties.

(11) Miscellaneous

- (a) In recognition of the 1.5% increase to the One and Two Officer Station allowance under this Agreement, all officers at One and Two Officer Stations not currently paying accommodation contributions in accordance with the QPS Housing Policy, will become subject to that policy, including paying the accommodation contribution effective from 1 January 2020, in lieu of current arrangements.
- (b) Upon appointment to one and two officer stations employees are required to reside in Service accommodation of a reasonable and suitable standard where such is provided.

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

(12) **Relieving Arrangements**

- (a)
 - (i) Employees relieving or performing temporary duty at one and two officer stations will receive the allowance provided that they are readily accessible to members of the public outside ordinary hours, can respond to callouts, and fulfil the expectations and requirements of the position.
 - (ii) Employees relieving or performing temporary duty at one and two officer stations who are in receipt of the allowance will not be entitled to any other allowances that may be paid in lieu of any of the items detailed in clause 44(2) of this Agreement.
 - (iii) This means that an employee who leaves an OSA roster to relieve at a one or two officer station does not have an entitlement to OSA from the date the employee takes up duty at such station. The allowance prescribed at clause 44(1) will be payable from this same date.
- (b) *Officer relieving in an OSA position (and eligible to receive OSA) and remaining in a police residence:*
 - (i) The allowance prescribed at clause 44(1) ceases immediately and the officer receives the OSA and all other provisions normally relating to an OSA position would apply.
 - (ii) If called upon by the public at the residence outside of hours (and no other arrangements have been put in place by management to cover the situation), then overtime provisions apply for the time work is performed.
 - (iii) Recall provisions would only apply where the recall is approved by management.
 - (iv) These arrangements would continue to apply until the officer resumes duties at the one or two officer station.
- (c) *Officer relieving in an OSA position for 28 days or less (and is ineligible to receive OSA) and remaining in a police residence:*
 - (i) Retain the allowance prescribed at clause 44(1) at the substantive rate;
 - (ii) None of the entitlements outlined in clause 44(2) would be paid to the officer (irrespective of the work to be performed) unless there are exceptional circumstances justifying a particular payment that would be dealt with on a case by case basis.
- (d) *Officer relieving in an OSA position (and eligible to receive OSA) and NOT remaining in a police residence:*
 - (i) The allowance prescribed at clause 44(1) ceases immediately and the officer receives the OSA and all other provisions normally relating to an OSA position would apply.

- (ii) These arrangements would continue to apply until the officer resumes duties at the one or two officer station.
- (e) *Officer relieving in an OSA position for 28 days or less (and is ineligible to receive OSA) and NOT remaining in a police residence:*
 - (i) Retain the allowance prescribed at clause 44(1) at the substantive rate;
 - (ii) None of the entitlements outlined in clause 44(2) would be paid to the officer.
- (f) *Officer relieving in a non-OSA position and remaining in a police residence:*
 - (i) Retain the allowance prescribed at clause 44(1) at the substantive rate for a period of 28 days.
 - (ii) During the 28-day period, none of the entitlements outlined in clause 44(2) would be paid to the officer (irrespective of the work to be performed) unless there are exceptional circumstances justifying a particular payment that would be dealt with on a case-by-case basis.
 - (iii) After the 28-day period:
 - (A) The allowance prescribed at clause 44(1) would cease and normal provisions relating to a non-OSA position would apply until the officer resumes duties at the one or two officer station; and
 - (B) If called upon by the public at the residence outside of hours (and no other arrangements have been put in place by management to cover the situation), then overtime provisions apply for the time work is performed.
- (g) *Officer relieving in a non-OSA position and NOT remaining in a police residence:*
 - (i) Retain the allowance prescribed at clause 44(1) at the substantive rate for a period of 28 days.
 - (ii) During the 28-day period, none of the entitlements outlined in clause 44(2) would be paid to the officer.
 - (iii) After the 28-day period, the allowance prescribed at clause 44(1) would cease and normal provisions relating to a non-OSA position would apply until the officer resumes duties at the one or two officer station.

87 QPCYWAs

(1) Weekend Work and Public Holidays

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

(2) Overtime and Travel

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

- where Road Policing Command provides additional funding to perform duties associated with road safety;

- where State Crime Command provides additional funding to perform duties associated with policing the prevalence of drugs in local communities;
- where an employee provides a response to a declared disaster.

(3) **One Weekend in Four Free of Calls**

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

(4) **On Call**

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

(5) **PDOs**

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

(6) **Relieving Arrangements**

- (a)
 - (i) Employees relieving or performing temporary duty at QPCYWAs will receive the allowance provided that they can respond to callouts and fulfil the expectations and requirements of the position.
 - (ii) Employees relieving or performing temporary duty at QPCYWAs who are in receipt of the allowance will not be entitled to any other allowances that may be paid in lieu of any of the items detailed in clause 51(2) of this Agreement.
 - (iii) This means that an employee who leaves an OSA roster to relieve at a QPCYWA does not have an entitlement to OSA from the date the employee takes up duty. The allowance prescribed at clause 51(1) will be payable from this same date.
- (b) *Officer relieving in an OSA position (and eligible to receive OSA):*
 - (i) The allowance prescribed at clause 51(1) ceases immediately and the officer receives the OSA and all other provisions normally relating to an OSA position would apply.
 - (ii) These arrangements would continue to apply until the officer resumes duties at the QPCYWA.
- (c) *Officer relieving in an OSA position for 28 days or less (and is ineligible to receive OSA):*
 - (i) Retain the allowance prescribed at clause 51(1) at the substantive rate;
 - (ii) None of the entitlements outlined in clause 51(2) would be paid to the officer.
- (d) *Officer relieving in a non-OSA position:*
 - (i) Retain the allowance prescribed at clause 51(1) for 28 days at the substantive rate;
 - (ii) During the 28-day period, none of the entitlements outlined in clause 51(2) would be paid to the officer;

- (iii) After the 28-day period, the allowance prescribed at clause 51(1) would cease and normal provisions relating to a non-OSA position would apply until the officer resumes duties at the QPCYWA.
- (e) *Officer relieving as a Senior Sergeant PCYC Zonal Coordinator:*
 - (i) The officer be paid their Sergeant salary rate and the allowance prescribed at clause 51(1) or relevant Senior Sergeant salary rate and the allowance prescribed at clause 47(1), whichever is higher;
 - (ii) During the period of relieving, payment of the rate outlined at (i) above compensates the officer for all work performed on shift work; overtime (including recalls); and on call. The officer remains entitled to ordinary time public holiday penalties and ordinary time weekend penalties.

88 Part Time Employment – Police Officers

- (1) The following clauses are to be read in conjunction with clause 8.2 of the *Queensland Police Service Employees Award – State 2016* and the Queensland Police Service Policy: Flexible Working Arrangements.
- (2) Without limiting section 27 of the *Industrial Relations Act 2016*, a police officer or staff member (employed full time) should have at least 12 months' satisfactory employment before applying for a Flexible Working Arrangement.
- (3) Flexible Working Arrangements include but are not limited to:
 - (a) Flexible Hours Agreement (FHA)
 - (b) Individual Extended shift agreement
 - (c) Working remotely
 - (d) Compressed hours (non-sworn)
 - (e) Any other arrangement outside the normal roster or hours of a work unit
- (4) Flexible Working Arrangements may commence and/or conclude work on the hour, quarter hour, half hour or three-quarter hour.
- (5)
 - (a) A police officer or staff member 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 (if applicable). If a police officer in an OSA position is able to work equitably on a pro-rata basis they are entitled to pro-rata OSA as prescribed at clauses 45(1) and 25(7)(h)(ii).
 - (b) Where a police officer or staff member 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.
- (6) The following shall apply in lieu of *Queensland Police Service Employees Award – State 2016* clause 8.2(o):
 - (a) Any dispute relating to the negotiation of a Flexible Working Arrangement, a direction to work additional hours or any other matter relating to the flexible work is to be referred to the QPS Flexible Work Committee containing representatives of QPS and the relevant unions.
 - (b) Where the decision from the Flexible Work Committee on any dispute is not accepted by a party, that party may refer the matter to the Queensland Industrial Relations Commission. Any such dispute shall not be subject to the procedures prescribed at clauses 7.1 and 7.2 of the Award.
- (7) Flexible Working Arrangements do not affect a police officer's eligibility to move within classification levels in accordance with the provisions of clause 12.6 of the Award.

- (8) Flexible Working Arrangements do not affect a staff members eligibility to move within classification levels in accordance with the provisions of clause 12.10 of the Award.
- (9) An employee with a Flexible Working Arrangement must not be excluded from being considered to temporarily fill the office of either a part-time or full-time employee of equal or higher rank/level, as a professional development opportunity.
- (10) Flexible Working Arrangement are not affected by intermittent periods of relieving in another position in a full-time or part-time capacity.
- (11) Where additional ordinary hours are performed by a part-time/flexible hours employee, such employee can only utilise sick leave or carer's leave from additional ordinary hours when at least 50% of the additional hours on any day are actually performed.
- (12) Flexible Working Arrangements may be for a fixed period or ongoing, subject to negotiation.

89 Overpayments

- (1) The Service will, in consultation with the shared service provider (SSP), establish a process using the e-mail system to:
 - (a) advise individual employees of any overpayments. (In certain circumstances, such as a significant overpayment, the SSP may provide formal notification of the debt to the employee); and
 - (b) enable an individual employee to advise the Service of any overpayments the employee may be receiving and/or any change in the employee's circumstances that may affect his or her pay (e.g. changed locality, going on/off shift work etc.)
- (2) Where an overpayment has occurred, the SSP will notify the employee by e-mail in accordance with clause 89(1)(a) above, that includes the following information:
 - (a) the amount of the overpayment;
 - (b) the circumstances as to how the overpayment occurred;
 - (c) that the SSP will recover the overpayment in accordance with the repayment terms outlined in clause 89(3) below beginning in a fortnightly pay period that gives the employee at least 2 weeks to submit a case for financial hardship in accordance with clause 89(5) below.
- (3)
 - (a) Except where subclause (4) below applies or where section 396 of the *Industrial Relations Act 2016* applies, repayments will be made at a rate agreed to in writing (includes e-mail) between the employee and the Service. Agreement will not be unreasonably withheld.
 - (b) The parties acknowledge that it is the Service policy to request repayments be made by deductions from the employee's fortnightly pay at the rate of 10% of the net overpayment or \$200.00, whichever is the greater; OR the full amount of the outstanding overpayment if it is less than \$200.00.
 - (c) Repayments cannot be deducted from any fortnightly pay period until after agreement is reached between the employee and the Service.
 - (d) An employee may elect to make greater repayments than those indicated above.
- (4) The balance of all overpayments is to be deducted from any termination payment made to an employee.
- (5) If an employee believes that repayments in accordance with Service policy would cause financial hardship, then the employee may apply in writing (includes e-mail) to the Executive Director HR, QPS seeking a lower rate of repayment. No repayments will occur until that Manager has considered the application, taking into account:

- (a) the amount of the overpayment;
 - (b) the period of time as to when an overpayment has occurred;
 - (c) the financial hardship on the employee.
- (6) If an employee is aggrieved by a decision made pursuant to clause 89(5), then the dispute settlement procedures clause of this Agreement applies.

90 Residential Beats

(1) General

- (a) Employees attached to residential police beats will be entitled to an allowance of 18% of each officer's own paypoint in lieu of overtime (including recalls), on-call allowance, and the shift penalties as prescribed by clause 15.5(d) of the Award. (Employees in receipt of the Beats Allowance remain entitled to weekend and public holiday penalties in the Award)

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

- (b) A beat officer upon appointment to a residential beat or currently residing in a residential beat, is required to reside or continue residing in the beat residence of a reasonable and suitable standard where such is required.
- (c) A residential beat officer will not be rostered to work outside of their beat area during ordinary hours, unless justifiable (as defined).
- (d) Subject to clause 90(1)(a) above, where a residential beat officer is directed to work in excess of their ordinary hours outside of their beat area, the officer will be paid overtime for such work performed.
- (e) Subject to clause 90(1)(a) above, where a residential beat officer is directed to work a shift outside of their beat area that would otherwise qualify for the 15% shift allowance (afternoon/night on a weekday), then the shift allowance will be paid in addition to the Beats Allowance.
- (f) Subject to clause 65 of this Agreement, the Beats Allowance will be paid to a police officer absent on any form of paid leave whilst the officer remains attached to such beat.

(2) Relieving Arrangements

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

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

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

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

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

Retain the OSA.

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

The allowance prescribed at clause 44(1) or clause 51(1) ceases immediately and the officer receives the Beats Allowance from the commencement of relieving period.

- (e) *Officer not in receipt of the OSA or the allowance prescribed at clause 44(1) or clause 51(1) relieving in a beat and residing in a residential beat residence:*

Payment of the Beats allowance would commence immediately.

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

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

(ii) If called upon by the public at the residence outside of hours (and no other arrangements have been put in place by management to cover the situation), then overtime provisions apply for the time work is performed;

(iii) Recall provisions would apply only where the recall is approved by management;

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

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

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

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

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

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

(ii) During the 28-day period:

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

(B) No shift penalties would be paid except for weekend and public holiday penalties;

(iii) After the 28-day period:

(A) If called upon by the public at the residence outside of hours (and no other arrangements have been put in place by management to cover the situation), then overtime provisions apply for the time work is performed; and

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

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

91 Travelling Time – Non-Commissioned Officers

- (1) (a) Where non-commissioned officers are required to undertake travel for official purposes, such travel should occur where possible within normal rostered hours. Due to the unique nature of policing, where an employee is required to travel during an employee's own time then the payment for such travel shall be paid at the ordinary time rate payable for ordinary hours on that day.
- (b) As a general rule, in making arrangements for travel, both those organising the travel and those who undertake the travelling should be aware of their respective obligations with respect to health and safety. Both should be satisfied that access to sufficient rest is available between work periods and in determining this aspect, the type and length of duty to be worked either immediately before or after the travelling time together with the distances and conditions of travel to be undertaken are to be given due consideration.
- (c) These provisions do not apply to travelling occurring pursuant to:
 - (i) the provisions of clause 18.7 of the *Queensland Police Service Employees Award – State 2016 (Recall to duty – non-commissioned police officers)*;
 - (ii) clause 19 of the *Queensland Police Service Employees Award – State 2016 (Special services performed by non-commissioned police officers)*;
 - (iii) any travelling on transfers - clause 26 of the *Queensland Police Service Employees Award – State 2016 (Transfers – police officers)* continues to apply. However, if the Service requires an employee to travel in their own time on transfer, then these travelling time provisions apply;
 - (iv) time spent travelling to and from an employee's residence and usual station, section or establishment;

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

(2) **General**

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

(3) **Compensation for travelling time**

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

92 Leave without Salary Credited as Service

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

93 Plain Clothes Duty

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

94 Appointment of New Police Officers with Previous Experience

The arrangements for relevant commencement rank and paypoint for new appointees as police officers are contained in relevant Service policy. The Service commits to consulting with the relevant unions to develop a policy within 6 months of the date of certification of this Agreement.

95 Rural and Remote Staffing Strategies

- (1) Employees who volunteer to undertake six-month rotations to rural and remote centres as part of the Rural and Remote Staffing Strategy are not entitled to Domestic Travel and Relieving Expenses as prescribed at clause 81 of this Agreement. In lieu of these entitlements, employees will have access to Transfer Expenses as prescribed at clause 78 of this Agreement excluding any payments for accommodation expenses at the new centre where suitable accommodation is provided by the Service; storage of personal effects; expenses associated with the sale and purchase of home or land; dislocation allowance; and education assistance.

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

An Employee gazetted to an isolated location are able to apply for lateral transfer after completing tenure in accordance with clause 75(4) of this Agreement.

- (2) OIC and 2IC vacancies at both one and two officer stations may become recurrent vacancies for the life of the order of merit or 6 months whichever occurs earliest. Such officers on the order of merit may be considered for relevant vacancies that arise during the life of the recurrent vacancy pool.
- (3) Non-commissioned officers transferred at their existing rank to designated rural or remote locations may, at time of initial relocation, nominate a district of choice (excluding Sunshine Coast District) to which they can laterally transfer to after completion of their tenure period at the designated rural or remote location. The list of designated locations is to be managed through the Transfer Advisory Committee and subject to approval of the Executive Director Human Resources. This provision only applies to those officers gazetted to the rural or remote location on or after the date the initial list of designated locations are agreed by the parties. Any officer making use of this provision for service at a designated rural or remote location which is subsequently removed from the list of designated locations, will maintain their District of choice at completion of tenure.
- (4) Non-commissioned officers who complete their first period of tenure at designated hard to fill locations on or after date of certification of this Agreement and agree in writing to remain at that location for a further 2-year period, will if applicable be accelerated one paypoint at completion of 12 months service in the additional period, and a further paypoint at completion of 24 months. Such accelerated paypoint progression is in addition to normal paypoint progression prescribed at clause 13 of this Agreement. The designated hard to fill locations will be determined by the parties.

A maximum of 8 weeks paid or unpaid leave per annum will count towards the additional two year period. Any excess leave periods will extend the 2 year period accordingly.

An officer who receives accelerated paypoint/s and subsequently transfers from the designated location prior to the expiration of the 2-year period will lose those accelerated paypoint/s from the date of departure.

96 Operational Shift Allowance Review

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

PART EIGHT– PREVENTION AND SETTLEMENT OF DISPUTES

- (1) In the event of any disagreement between the Service and any employee as to the interpretation or implementation of this Agreement, the following dispute prevention and settlement procedures will be followed.
 - (a) The matter is to be discussed between the employee concerned or the employee's representative and the immediate supervisor in the first instance.
 - (b) If the matter is not resolved, it will be referred by the employee or the employee's representative to the appropriate management representative who shall, within 24 hours or as otherwise agreed, arrange a conference to discuss the matter.
 - (c) If the matter remains unresolved, it may be referred by the employee or employee's representative to the Commissioner of the Police Service or his nominee, for discussion and appropriate action.
 - (d) If the matter remains unresolved, it may then be referred by either the employee or the employee's representative to the Queensland Industrial Relations Commission for conciliation of the matter.
 - (e) In accordance with the *Industrial Relations Act 2016*, the Queensland Industrial Relations Commission is empowered to settle the matters in dispute.
- (2) At any step in the abovementioned dispute prevention and settlement procedure an employee is entitled to be represented by an appropriate industrial organisation of employees.
- (3) Whilst the dispute prevention and settlement procedure is being followed:
 - (a) Subject to the provisions of the *Police Service Administration Act 1990*, normal work is to continue except in the case of a genuine safety issue, provided that a police officer shall continue to work normal work where there exist circumstances envisaged by the provisions of clause 15.2(e) and (f) of the *Queensland Police Service Employees Award – State 2016*.
 - (b) The status quo existing before the emergence of a dispute is to continue and neither the Service nor the employee is to be prejudiced as to the final settlement of the matter by the continuation of the status quo.
- (4) In the pursuance of the dispute prevention and settlement procedure all relevant information will be provided.

SIGNATORIES

Signed by the Commissioner of the Queensland Police Service: K. R. CARROLL

In the presence of: R. GILLESPIE

Signed for and on behalf of the Queensland Police Union of Employees I. J. LEAVERS

In the presence of: R. GILLESPIE

Signed for and on behalf of The Queensland Police Commissioned Officers' Union of Employees: D. J. BRAGG

In the presence of: R. GILLESPIE

Salary Rates

POLICE OFFICERS

	1/07/2022		1/07/2023		1/07/2024	
	<i>Per Fortnight</i>	<i>Per Annum</i>	<i>Per Fortnight</i>	<i>Per Annum</i>	<i>Per Fortnight</i>	<i>Per Annum</i>
CONSTABLE						
1	2,587.90	67,516	2,691.40	70,217	2,772.10	72,322
2	2,704.20	70,551	2,812.40	73,374	2,896.80	75,575
3	2,820.20	73,577	2,933.00	76,520	3,021.00	78,816
4	2,936.00	76,598	3,053.40	79,661	3,145.00	82,051
5	3,098.10	80,827	3,222.00	84,060	3,318.70	86,583
6	3,231.60	84,310	3,360.90	87,683	3,461.70	90,313
SENIOR CONSTABLE						
1	3,231.60	84,310	3,360.90	87,683	3,461.70	90,313
2	3,306.10	86,254	3,438.30	89,703	3,541.40	92,393
3	3,382.20	88,239	3,517.50	91,769	3,623.00	94,521
4	3,460.40	90,279	3,598.80	93,890	3,706.80	96,708
5	3,539.40	92,340	3,681.00	96,035	3,791.40	98,915
6	3,620.80	94,464	3,765.60	98,242	3,878.60	101,190
7	3,704.40	96,645	3,852.60	100,512	3,968.20	103,528
8	3,789.60	98,868	3,941.20	102,823	4,059.40	105,907
9	3,876.40	101,133	4,031.50	105,179	4,152.40	108,333
10	3,952.80	103,126	4,110.90	107,250	4,234.20	110,467
SERGEANT						
1	3,952.80	103,126	4,110.90	107,250	4,234.20	110,467
2	4,015.20	104,754	4,175.80	108,944	4,301.10	112,213
3	4,095.60	106,851	4,259.40	111,125	4,387.20	114,459
4	4,177.80	108,996	4,344.90	113,355	4,475.20	116,755
5	4,239.00	110,592	4,408.60	115,017	4,540.90	118,469
6	4,350.60	113,504	4,524.60	118,044	4,660.30	121,584
7	4,437.80	115,779	4,615.30	120,410	4,753.80	124,023
SENIOR SERGEANT						
1	4,540.20	118,451	4,721.80	123,188	4,863.50	126,885
2	4,610.10	120,274	4,794.50	125,085	4,938.30	128,837
3	4,680.00	122,098	4,867.20	126,982	5,013.20	130,791
4	4,738.70	123,629	4,928.20	128,573	5,076.00	132,429
5	4,821.20	125,782	5,014.00	130,812	5,164.40	134,736
6	4,941.80	128,928	5,139.50	134,086	5,293.70	138,109
7	5,065.30	132,150	5,267.90	137,436	5,425.90	141,558
INSPECTOR						
1	6,026.50	157,227	6,267.60	163,517	6,455.60	168,422
2	6,066.70	158,276	6,309.40	164,608	6,498.70	169,546
3	6,139.50	160,175	6,385.10	166,583	6,576.70	171,581
4	6,216.70	162,189	6,465.40	168,678	6,659.40	173,739
5	6,294.00	164,206	6,545.80	170,775	6,742.20	175,899
6	6,391.60	166,752	6,647.30	173,423	6,846.70	178,626
7	6,519.40	170,086	6,780.20	176,891	6,983.60	182,197

SUPERINTENDENT

1	6,610.60	172,466	6,875.00	179,364	7,081.30	184,746
2	6,740.90	175,865	7,010.50	182,899	7,220.80	188,386
3	6,811.10	177,697	7,083.50	184,803	7,296.00	190,347
4	7,001.60	182,667	7,281.70	189,974	7,500.20	195,675
5	7,141.60	186,319	7,427.30	193,773	7,650.10	199,586

CHIEF SUPERINTENDENT

1	7,312.70	190,783	7,605.20	198,414	7,833.40	204,368
2	7,487.90	195,354	7,787.40	203,168	8,021.00	209,262
3	7,637.70	199,262	7,943.20	207,232	8,181.50	213,449

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

		1/07/2022		1/07/2023		1/07/2024	
Pay-point		<i>Per Fortnight</i>	<i>Per Annum</i>	<i>Per Fortnight</i>	<i>Per Annum</i>	<i>Per Fortnight</i>	<i>Per Annum</i>
OPERATIONAL STREAM							
Level 2	1	2,092.40	54,589	2,176.10	56,773	2,241.40	58,477
	2	2,159.50	56,340	2,245.90	58,594	2,313.30	60,352
	3	2,226.40	58,085	2,315.50	60,410	2,385.00	62,223
	4	2,292.80	59,818	2,384.50	62,210	2,456.00	64,075
Level 3	1	2,333.90	60,890	2,427.30	63,327	2,500.10	65,226
	2	2,387.40	62,286	2,482.90	64,777	2,557.40	66,721
	3	2,442.40	63,720	2,540.10	66,269	2,616.30	68,257
	4	2,499.20	65,202	2,599.20	67,811	2,677.20	69,846
Level 4	1	2,607.20	68,020	2,711.50	70,741	2,792.80	72,862
	2	2,691.30	70,214	2,799.00	73,024	2,883.00	75,215
	3	2,776.70	72,442	2,887.80	75,341	2,974.40	77,600
	4	2,861.70	74,660	2,976.20	77,647	3,065.50	79,977
Level 5	1	2,937.00	76,624	3,054.50	79,690	3,146.10	82,080
	2	3,034.60	79,171	3,156.00	82,338	3,250.70	84,808
	3	3,133.20	81,743	3,258.50	85,012	3,356.30	87,563
	4	3,231.20	84,300	3,360.40	87,670	3,461.20	90,300
Level 6	1	3,373.60	88,015	3,508.50	91,534	3,613.80	94,281
	2	3,463.30	90,355	3,601.80	93,968	3,709.90	96,789
	3	3,553.30	92,703	3,695.40	96,410	3,806.30	99,304
Level 7	1	3,723.90	97,154	3,872.90	101,041	3,989.10	104,073
	2	3,815.40	99,541	3,968.00	103,522	4,087.00	106,627
	3	3,906.70	101,923	4,063.00	106,001	4,184.90	109,181

STAFF MEMBERS – CONDITIONS OF EMPLOYMENT

ARRANGEMENT OF APPENDIX

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PART 1 – PRELIMINARY

1.1 Appendix Coverage

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

PART 2 – CLASSIFICATION STRUCTURE – OPERATIONAL STREAM

2.1 Operational Stream Employees

The following is the classification and pay structure for Operational Stream Employees (OSE).

OSE	OO2
OSE	OO3
OSE	OO4
Senior OSE 1 [Subject to below requirements]	OO5.1
Senior OSE 2 [Subject to below requirements]	OO5.2
OSE Coordinator [Subject to below requirements]	OO5.3

- (1) PLO's, TSIPLO's, AWO's and Members of the Police Pipes and Drums Band commence at paypoint OO4.1. OSE's remunerated at OO4 are subject to normal paypoint progression arrangements prescribed in the Award.
- (2) After four years' experience gained through any continuous service as an OSE with the Service, together with completion of face-to-face compulsory training requirements, satisfactory DAP and satisfactory vetting, an OSE will be entitled to be paid the equivalent of OO5.1 and be appointed as a Senior OSE 1.
- (3) A Senior OSE 1 with 2 years continuous service as such may progress and be appointed to a Senior OSE 2. The criteria will be satisfactory DAP and satisfactory vetting. The salary for Senior OSE 2 is OO5.2. For Members of the Police Pipes and Drums Band this provision will apply from 1 July 2022.
- (4) The DAP should apply to the period immediately preceding the movement to Senior OSE 1 or 2.
- (5) There are no further increments available to a Senior OSE beyond OO5.2.
- (6) Appointments to a PLO Coordinator position is by merit only. The commencing paypoint is OO5.3 (PLO Coordinator Level 1). There are no further increments available to an OSE Coordinator beyond OO5.3.
- (7) The Drum Sergeant and the Pipe Major of the Police Pipes and Drums are remunerated at OO6 level.
- (8) After four years' experience gained through any continuous service as a Drum Sergeant or Pipe Major with the Service, together with completion of face-to-face compulsory training requirements, satisfactory DAP and satisfactory vetting, a Drum Sergeant or Pipe Major will be entitled to be paid at OO7.1. This provision will apply from 1 July 2022. There are no further increments available to a Drum Sergeant or Pipe Major beyond OO7.1.

2.2 Assistant Watchhouse Officers – Recognition of Accredited Qualification

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

PART 3 – HOURS OF WORK, ROSTERING, OVERTIME

Non Shift Employees

3.1 Hours of Work

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

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

- (2) Staff members have access to time off for time worked in excess of 152 hours per 28-day accounting period to be taken at a time convenient to the employee and the Service. Starting and ceasing times are to be agreed with the supervisor.
- (3) For the purposes of clause 15.6(d) of the *Queensland Police Service Employees Award – State 2016*, preparation for starting and finishing work also applies to employees who are required to change clothing for the purposes of employment.

3.2 Accumulated Time Arrangements (ATA)

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

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

- (2) ATA may be accumulated for authorised work performed by an employee:
 - (a) in excess of a standard day; or

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

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

- (7) An employee may not accumulate time unless work is available for the employee to perform and such work is performed during the period.
- (8) Employees are required to enter on their time sheets starting and ceasing times (including meal breaks) rounded to the nearest fifteen minutes (i.e. on the hour, or 15, 30 or 45 minutes past the hour).
- (9) The following conditions apply:
- (a) Time accumulated by an employee during an accounting period or roster may be taken in the form of time off during that same accounting period or roster; or, subject to paragraphs (e) and (f) herein, may be carried forward to the next accounting period.
 - (b) Time off cannot be accessed unless the employee has accumulated the equivalent amount of time in credit.
 - (c) Time off will not be taken in periods of less than 15 minutes' duration.
 - (d) Time off of up to 30.4 hours may be allowed in any 28-day period.

- (e) The maximum carry over of hours between accounting periods or rosters is 38 hours. No payment will be made for any excess hours: that is, such excess hours will be forfeited unless paragraph (f) herein applies.
- (f) Provided that the Commissioner may approve a carry-over of hours or part thereof in excess of 38 hours for an employee in the following circumstances:
 - (i) where such employee was refused time off and hence exceeded the maximum carry-over limit as specified above due to a specific direction by the Commissioner to the employee to work certain hours; or
 - (ii) where an unforeseen absence on sick leave or other approved leave occurs upon days immediately preceding the end of an accounting period or roster.

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

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

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

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

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

3.3 Overtime

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

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

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

Monday to Saturday:

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

Sunday:

Double Time.

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

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

3.4 Rest Days

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

3.5 Penalties for Weekend Work

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

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

3.6 Occasional Shift Work Performed by a Non-Shift Employee

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

Shift employees

3.7 Hours of Work

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

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

- (2) The ordinary working hours will be worked in accordance with the following:

- (a) A "day shift" commences at or after 6 am and before 12 noon;
- (b) An "afternoon shift" commences at or after 12 noon and before 6pm;
- (c) A "night shift" commences at or after 6 pm and before 6 am.

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

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

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

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

- (6) For the purposes of clause 15.6(d) of the *Queensland Police Service Employees Award – State 2016*, preparation for starting and finishing work also applies to employees who are required to change clothing for the purposes of employment.

3.8 Overtime

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

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

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

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

3.9 Shift Allowance

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

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

3.10 Penalties for Weekend Work

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

3.11 Public Holidays

- (1) Public holidays, whether work is done upon them or not shall be on full pay.
- (2) Subject to clause 3.12 of this Appendix, all work performed by any employee on a public holiday is paid for at the rate of double time and a half with a minimum of 4 hours.
- (3) All employees (other than casual employees) who work in accordance with shift work provisions, if rostered off on any public holiday shall be paid an additional day's wage for each such day on which the employee is rostered off.

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

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

3.12 Combining of Penalties

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

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

PART 4 – ALLOWANCES

4.1 On Call Allowance – Staff Members

Provisions relating to on call allowances for staff members are found at clause 18.6 of the *Queensland Police Service Employees Award – State 2016*.

4.2 Recall – Staff Members on Call

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

4.3 Locality Allowance – Assistant Watchhouse Officers

Locality Allowance as per clause 39 of this Agreement is paid to Assistant Watchhouse Officers.

4.4 Locality Allowance – Police Liaison Officers

Locality Allowance as per clause 39 of this Agreement is paid to Police Liaison Officers.

4.5 Clothing Allowance - Staff Members

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

4.6 Operational Shift Allowance – Assistant Watchhouse Officers

Effective from the equity year commencing 22 April 2023 an individual roster of Assistant Watchhouse Officers, working in operational shift positions, may apply for approval for the roster to move to an Operational Shift Allowance (OSA) roster in accordance with clause 45 of this Agreement. Final approval is subject to agreement between the Commissioner and the QPUE.

Conditions relating to OSA rostering as prescribed at clauses 25(1), 25(3), 25(4), 25(5), 25(6), 25(7)(a)(b)(c)(d)(e)(f)(g)(h)(i), 38 and 41 of this Agreement apply.

PART 5 –LEAVE

5.1 Annual Leave for Continuous Shift Workers – Staff Members

Annual leave for continuous shift workers in accordance with clause 20.2(c) of the *Queensland Police Service Employees Award – State 2016*, only applies after the employee has been engaged on such work for at least a 28 consecutive calendar day period.

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

5.2 Critical Incident Leave

- (1) Staff members subject to this Agreement will be entitled to a maximum of 3 days paid “Critical Incident Leave” when the staff member has been involved in a critical incident.
- (2) A “critical incident” is defined in accordance with s. 5A.2 (as amended) of the *Police Service Administration Act 1990* and in addition will include:
 - (a) incidents where a reportable death occurs in the course of or as a result of police operations as prescribed at s.8(3)(h) (as amended) of the *Coroner’s Act 2003*; and
 - (b) a highly traumatic incident in which a person dies or is admitted to hospital for treatment of serious injuries.

5.3 Purchased Leave – Staff Members

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

5.4 Sworn Officers appointed as Staff Members

Sworn officers who transition without any break in employment to a staff member position covered by this Agreement will retain their actual sick leave balance.

PART 6 – MISCELLANEOUS

6.1 Higher Duties – Staff Members

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

6.2 Part-Time Employment – Staff Members

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

6.3 PLO and TSIPL0 Training Review

The parties will undertake an urgent review of all PLO and TSIPL0 training prior to 1 July 2023. The Review will assess both compulsory and optional training, accessibility to training and equity of training opportunities across the relevant employees. The parties undertake to provide recommendations prior to 1 July 2023 to the Assistant Commissioner (People Capability Command) for approval and implementation.

OFFICERS IN CHARGE – CATEGORIES

(1) Application and Purpose

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

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

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

(3) Definitions

- (a) **Number of Staff:** The number of staff reporting to an OIC will be based on the approved strength for the station or section and will be considered “approved strength” from the date an employee takes up duty in the position. For an OIC of a Watchhouse or other establishment with “rotational” staff, the number of staff reporting to an OIC will be based on “actual strength”, where individual employees have been engaged at the establishment for 6 consecutive months or more. No current OIC will be financially disadvantaged as a result of this provision relating to Watchhouses or other establishments with rotational staff.
- (b) **Section:** Branches, sections or establishments are referred to as “sections”.
- (c) **Staff:** The term “staff” will refer to the following employee classifications:
 - (i) Sworn police officers;
 - (ii) Staff members covered by this Agreement;
 - (iii) Communications Room Operators;
 - (iv) Assistant Intelligence Officers;
 - (v) Station Client Service Officers;
 - (vi) Evidence Management (Property and Electronic Media) Staff (Central Exhibits Facility);
 - (vii) Protective Services Officers (effective from date of certification of this Agreement);
 - (viii) Civilian Prosecutors; and
 - (ix) As agreed between the Service and the QPUE from time to time, unsworn employees performing functions and duties previously performed by sworn police officers, as a result of civilianisation.

(4) Essential Criteria for Receipt of OIC Allowance

- (a) Officer must be a designated Officer in Charge;
- (b) Officer must have at least one subordinate;
- (c) There must be a genuine and demonstrated reporting relationship of staff to an OIC position;

- (d) Only one Sergeant or Senior Sergeant may be approved as OIC for each establishment;
- (e) Officer must perform all of the duties and responsibilities listed below in subclause (5); and
- (f) An OIC entitlement cannot be approved if a section is the primary responsibility of a Commissioned Officer.

(5) Duties and Responsibilities of an OIC

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

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

(6) Station OIC - Sergeants

Sergeant OIC Categories	
Allowance payable (Refer clause 42 of this Agreement)	
Category B	

(7) Station OIC – Senior Sergeants

Senior Sergeant OIC Categories	
Number of staff excluding the OIC	Allowance payable (Refer clause 42 of this Agreement)
Up to 44 staff	Category B
45 to 84 staff	Category C
85 or more staff	Category D

(8) Section OIC - Sergeants

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

Sergeant OIC Categories	
Number of staff excluding the OIC	Allowance payable (Refer clause 42 of this Agreement)
1 to 7 staff	Category A
8 or more staff	Category B

(9) Section OIC - Senior Sergeants

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

Senior Sergeant OIC Categories	
Number of staff excluding the OIC	Allowance payable (Refer clause 42 of this Agreement)

12 to 15 staff (less than 12 staff if the section performs a district, regional or state-wide function)	Category A
16 to 44 staff	Category B
45 to 84 staff	Category C
85 or more staff	Category D

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

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

QUEENSLAND POLICE SERVICE SICK LEAVE BANK ARRANGEMENTS

ARRANGEMENT OF APPENDIX

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PART 1 – PRELIMINARY

1.1 Title

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

1.2 Appendix Coverage

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

1.3 Statement of Objectives

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

1.4 Definitions

- (1) "Bank" shall mean the Sick Leave Bank.
- (2) "Contributions" shall mean those days (being of 7.6 hours each) determined by the Committee to be credited to the Bank, such days being deducted from a sworn member’s accrued sick leave balance.
- (3) "Committee" shall mean the Sick Leave Bank Consultative Committee which shall administer the Bank.
- (4) “Prevailing industrial instrument” shall mean the current *Queensland Police Service Certified Agreement 2019*, and in the event of there being no agreement, the *Queensland Police Service Employees Award – State 2016* as amended or replaced from time to time.
- (5) "Representative" shall mean a person nominated by the Service or Unions to be a member of the Committee.

- (6) "Service" shall mean the Queensland Police Service.
- (7) "Unions" shall mean the Queensland Police Union of Employees and The Queensland Police Commissioned Officers' Union of Employees.

PART 2 – OPERATIONS OF THE SICK LEAVE BANK

2.1 Eligibility

- (1) Access to the benefits of the Bank is subject to the consideration and approval of the Committee.
- (2) Acceptance of such benefits means that a sworn member accepts all of the conditions outlined in this Appendix.
- (3) Such sworn member shall agree to certain conditions of approval by completing the form QP0400 *Application for Access to Sick Leave Bank Entitlements and Authority to Release Medical Information and Documents* within one month of the commencement of such benefits.

2.2 Benefits

- (1) A sworn member who is in receipt of benefits from the Bank for any period, shall, for such period, be paid salary and allowances in accordance with the provisions of the prevailing industrial instrument.
- (2) Unless the Sick Leave Bank committee determines otherwise on a case-by-case basis, payment will not be made for the first 5 days of an absence unless that absence is part of an extended period of sick leave. An "extended period" of sick leave will mean the utilisation of a minimum of 5 days personal sick leave immediately prior to application for Sick Leave Bank benefits.
- (3) Accrual of annual leave, long service leave and sick leave ceases after the expiration of the first 3 continuous months that the sworn member is in receipt of full benefits from the Bank.
- (4) Payment of Consolidated Allowances:
 - (a) Consolidated allowances will be paid for the first 26 weeks that an employee is in receipt of benefits from the Bank. Consolidated allowances are Operational Shift Allowance, Residential Beats Allowance, One and Two Officer Station Allowance, PCYC Zonal Coordinator / Project Booyah Allowance, QPCYWA Allowance, SARCIS Allowance and TSIPSO Supervisor Allowance.
 - (b) Where the absence will extend beyond 26 weeks, the Assistant Commissioner or Director will assess on a case-by-case basis whether the payment of the consolidated allowance should continue beyond 26 weeks, or whether it should cease.
 - (c) If the Assistant Commissioner or Director has assessed that the payment of the consolidated allowance should cease, prior to any changes being made to an employee's pay, the Assistant Commissioner or Director is to forward this assessment to the Sick Leave Bank Committee.
 - (d) The Sick Leave Bank Committee will consider and decide cases in the same way that it decides other Sick Leave Bank matters and is to consider the grounds provided by the Assistant Commissioner or Director, plus any additional information it may have or seek prior to reaching a final decision.
 - (e) The Sick Leave Bank Committee's decision on the payment of the consolidated allowance is to be implemented for extensions in excess of 26 weeks but no longer than 52 weeks. Provided that during this period, the Assistant Commissioner or Director may return a case to the Sick Leave Bank Committee for reconsideration where new/additional information is provided.

- (f) The Service may make the determination to cease the payment of the consolidated allowance beyond 52 weeks.
- (g) Notwithstanding the above provisions, subject to clause 65 of this Agreement the Commissioner will consider applications submitted by the relevant Assistant Commissioner and/or Executive Director to remove from an officer any consolidated allowance entitlements after 28 days in circumstances where:
 - (i) it is established that an employee is not bona fide in their application for continued sick leave and/or;
 - (ii) the officer fails to participate in a rehabilitation plan approved by the Service and the member's treating physician unless there is a contrary reason which is acceptable to the Commissioner.

2.3 Function of Committee

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

Where a vote is required to make a decision, voting Committee members shall have equal voting power, and the decision of a majority shall prevail.
 - (b) The Committee shall also have a non-voting Secretary from the Service who shall perform duties which include management the administration of the Bank, attendance at all meetings, the taking of minutes. In addition, the Secretary shall undertake any other necessary duties at or between meetings.
 - (c) The Committee may also consist of non-voting representation on a case-by-case basis as follows:
 - (i) a representative of the Service who has appropriate case management experience;
 - (ii) any other person who could assist on a particular issue.
- (2) Where practicable, new Committee members shall be accompanied by a former representative during initial Committee meeting(s), to assist in instruction in terms of the goals, objectives and processes of the Committee and the Bank.
- (3) The Committee shall meet as often as is required for the proper operation of the Bank but at an interval of no more than two months.

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

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

2.4 Contributions to Bank

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

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

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

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

2.5 Balance of Bank

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

2.6 Approval Process

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

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

2.7 Administrative Instructions

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

2.8 Standard Conditions for Payment of Benefits

- (1) In accordance with applicable legislation, the privacy of a sworn member's medical information shall be protected at all times.
- (2) The Committee reserves the right to refuse, withdraw or amend benefits accorded to a sworn member. In the following examples, (but not limited to those examples), the employee will not be entitled to benefits and, if in receipt of benefits, those benefits shall be withdrawn:
 - (a) An officer is not entitled to receive Sick Leave Bank benefits during the first 12 months of employment as a sworn officer;
 - (b) Does not maintain a reasonable level of contact with the Service to the satisfaction of the Committee. "Reasonable level of Contact" shall mean at least weekly telephone contact initiated by the member to a person nominated by the Service along with timely provision of all medical certificates and Doctors reports.

Provided that, in appropriate circumstances and when approved by the Committee, such contact may be maintained indirectly through another nominated contact person;

- (c) Does not reciprocate contact offered by the Service within 24 hours or, in extenuating circumstances, within a timeframe to the satisfaction of the Committee;

- (d) Does not ensure sufficient and current contact details have been supplied to the Service at all times to the satisfaction of the Committee;
 - (e) Does not comply with the deadline set by the Committee for the receipt of medical certification;
 - (f) Subject to privacy legislation, does not authorise the Committee to be provided with any information and documents relevant to that sworn member's physical or mental health which are available from any medical practitioner or any other source;
 - (g) Does not participate in a rehabilitation plan approved by the Service and the sworn member's treating physician unless there is a contrary reason which is acceptable to the Committee;
 - (h) Gains or participates in outside (or secondary) employment without the approval of the Committee;
 - (i) Undertakes study or tuition outside the Service without the approval of the Committee;
 - (j) Moves to another location that prevents the member from participating in a rehabilitation plan;
 - (k) Does not participate in return-to-work/medical retirement discussions when requested by the Committee.
- (3) Where injury or illness results from activity relating to work, a claim must be lodged immediately by the injured sworn member to the prevailing workers' compensation scheme.
 - (4) A sworn member who is overpaid benefits shall repay those benefits under the appropriate procedures.
 - (5) Benefits shall not be granted for "carer's leave".
 - (6) Benefits shall not be granted as reimbursement for any type of paid leave.
 - (7) Benefits will be paid for pregnancy related illness, up to a date 6 weeks prior to the due date of birth.
 - (8) Members who have more than 200 hours of Annual Leave will be required to take an amount of Annual Leave as determined by the Sick Leave Bank Committee before Sick Leave Bank benefits will commence or continue.
 - (9) The Sick Leave Bank Committee has the absolute authority to determine that an officer has had "sufficient support" after they have received a cumulative total of 1000 hours support.

2.9 WorkCover Supplementation

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

- it has not previously been deemed that the member has had "sufficient support";
- the employee has returned to work at the QPS on a Suitable Duties Plan; and
- the employee has less than 200 hours of Annual Leave.

Where "supplementation" has been provided to a member, such support will be for no more than 500 hours.

2.10 Exceptional Circumstances

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

2.11 Reconsideration of Decisions/Disputes

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

RURAL LOCALITY INCENTIVE PAYMENT SCHEME

ARRANGEMENT OF APPENDIX

PART 1 – PURPOSE AND HISTORY

PART 2 – APPLICATION AND SCOPE

PART 3 – AMOUNT

PART 4 – ELIGIBILITY

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Relieving in Non-Designated Locations	5.5
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PART 1 – PURPOSE AND HISTORY

- 1.1 The purpose of Rural Locality Incentive (RLI) payments is to attract and retain police officers to designated remote and rural locations.
- 1.2 The RLI payment was first effective from 1 January 2009. The arrangements herein are effective from date of certification of this Agreement.
- 1.3 The amounts prescribed at Part 3 below for Rural Locality Incentive (RLI) payments are not adjusted as a consequence of this Agreement.

PART 2 – APPLICATION AND SCOPE

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

Northern Region / Far Northern Region		Southern Region		Central Region	
Coen	Laura	Adavale	Hungerford	Alpha	Jundah
Croydon	Mt Surprise	Augathella	Morven	Aramac	Longreach
Forsayth	Thursday Island	Bollon	Mungallala	Barcaldine	Muttaborra

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

* Area Allowance as provided for at Clause 28 of this Agreement.

PART 3 – AMOUNT

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

Annual Payment Amounts

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

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

RLI payments are subject to PAYG tax.

PART 4 – ELIGIBILITY

4.1 Part Time

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

4.2 Termination of Entitlement

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

PART 5 – PAYMENT

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

5.1 Permanent Service

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

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

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

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

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

5.2 Temporary Service

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

5.3 Paid Leave

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

5.4 Leave without Pay

Any leave without pay will not attract RLI payments.

5.5 Relieving in Non-Designated Locations

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

5.6 Area Allowance

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

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

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

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

COST OF LIVING ADJUSTMENT (COLA)

PART 1 – COST OF LIVING ADJUSTMENT (COLA) PAYMENTS

1.1 Definitions

The following definitions apply for the purposes of the Cost-of-Living Adjustments (COLA) Payments provisions outlined in this Appendix:

agreement year – means one of the three 12-month periods from 1 July in one year to 30 June in the following year that includes a *calculation date*.

base wages – for an *eligible employee*, means the salary actually payable to the particular employee in the relevant *agreement year* for work covered by this Agreement and includes higher duties performed by the employee under this Agreement and includes the casual loading where applicable. It does not include any other allowances or additional payments howsoever described (such as: disability allowances or special rates, all-purpose allowances, overtime payments, shift penalties, weekend penalties, public holiday penalties, aggregated penalties or allowances, any payments of accrued leave where the leave is not taken; any payments for TOIL where the TOIL is not taken, COLA payments from previous periods, etc).

calculation date – means, either:

- 30 June 2023 (COLA Payment Year 1); or
- 30 June 2024 (COLA Payment Year 2); or
- 30 June 2025 (COLA Payment Year 3).

COLA payment percentage – see clause 3.2 of this Appendix.

CPI – means the Brisbane Consumer Price Index (all groups, March quarter annual percentage change from the March quarter of the previous year), for the March that falls within the relevant *agreement year*, as published by the Australian Bureau of Statistics. Treasury will advise agencies of the CPI relevant to COLA considerations upon its release in each year.

eligible employee – see Part 2 of this Appendix.

Queensland government employee – means a person employed in a government entity, as defined in section 24 of the *Public Service Act 2008* as in force at 1 October 2022, and the entities specified at sections 24(2)(c), 24(2)(d) and 24(2)(h) of the Act: the parliamentary service, the Governor’s official residence and its associated administrative unit, and the police service.

wage increase under the Agreement – means the wage increase of either 4%, 4% or 3%, as specified in clause 12 of this Agreement, that occurs at the commencement of an *agreement year*.

PART 2 – ELIGIBILITY

2.1 *Eligible employees* covered by this Agreement may be entitled to receive Cost of Living Adjustment (COLA) payments based on the *calculation dates*, for up to three years only, and ending for the *calculation date* of 30 June 2025.

2.2 An employee is an *eligible employee* if they performed work under this Agreement during a relevant *agreement year* and they are covered by this Agreement on the relevant *calculation date* for the associated COLA Payment.

- 2.3** In recognition of employee mobility across the sector, where an employee would otherwise be an *eligible employee* in accordance with clause 2.2 above, but they are not covered by this Agreement on the relevant *calculation date* due to being employed elsewhere as a *Queensland government employee* on the *calculation date*, they will be deemed to be an *eligible employee* for the associated COLA Payment. To facilitate payment of the COLA Payment in this circumstance, the employee is required to provide relevant details of their eligibility to HRAssistance@police.qld.gov.au or phone 3015 3456.

Example – an employee works for the first 3 months under this Agreement, during a relevant agreement year, then takes up employment with a different department. They remain employed with the new department as at the relevant calculation date under this Agreement. Provided the employee provides the required notice and details of their current employer (as specified above) which confirms that they are a Queensland government employee as at the calculation date, they will be an eligible employee for that particular COLA Payment.

- 2.4** An employee who starts being covered by this Agreement after a *calculation date* is not eligible for the associated COLA Payment.

Example – an employee starts being covered by the agreement on 17 July 2023. The employee is not eligible for COLA Payment Year 1.

- 2.5** An *eligible employee* who did not perform work under this Agreement for the full *agreement year*, will receive a pro-rata COLA payment by reference to the *base wages* they received that was attributable to work under this Agreement.

Example one – an eligible employee is employed and works for 5 months under this Agreement during a relevant agreement year. Their base wages for the agreement year will reflect the 5 months they worked.

Example two – an eligible employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months, takes 3 months leave at half pay and takes 3 months leave without pay, under this Agreement. Their base wages for the agreement year will reflect the 6 months they worked, 3 months where they earned half pay and 3 months where they earned no pay.

Example three – an employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months under this Agreement and is temporarily seconded and works for 6 months under a different Agreement. Their base wages for the agreement year will reflect the 6 months they worked under this Agreement.

- 2.6** An *eligible employee* who is casual or part-time will receive a pro-rata COLA payment based on the hours they worked in the relevant *agreement year* because of the definition of *base wages*.

Example – a part-time employee works 0.6 full-time equivalent during the agreement year. The employee's base wages for the agreement year reflect their hours of work.

- 2.7** In addition to the other requirements of Part 2 herein, casual employees are eligible employees provided they have performed work under this Agreement, or as a *Queensland government employee*, within the 12-week payroll period immediately prior to the relevant *calculation date*.

PART 3 – CALCULATION AND PAYMENTS

Step One

- 3.1** A COLA Payment is only payable if, for the relevant *agreement year*, *CPI* exceeds the *wage increase under the Agreement*.

Step Two

- 3.2** The relevant COLA Payment is calculated by first determining the percentage difference between the *wage increase under the Agreement* and *CPI* for the relevant *agreement year* and each COLA Payment is capped at 3% (the 'COLA percentage').

Example one: For COLA Payment Year 3, the agreement year is 1 July 2024 to 30 June 2025. The wage increase under the Agreement is 3% on 1 July 2024. In April 2025, the ABS releases the CPI figure for March 2025 as 3.9%. The COLA Payment is calculated as the difference between 3% and 3.9%, i.e. 0.9%. 0.9% is less than the 3% cap, therefore the COLA percentage is 0.9%.

Example two: For COLA Payment Year 1, the agreement year is 1 July 2022 to 30 June 2023. The wage increase under the Agreement is 4% on 1 July 2022. In April 2023, the ABS releases the CPI figure for March 2023 as 7.5%. The COLA Payment is calculated as the difference between 4% and 7.5%, i.e. 3.5%. However, because the COLA Payment is capped at 3%, the COLA percentage is 3%.

Step Three

- 3.3** To calculate an *eligible employee's* COLA Payment, the relevant employee's *base wages* for the *agreement year* are adjusted to determine what their *base wages* would have been if the *relevant wage increase under the Agreement* had not been applied for that *agreement year*. This is done by using the following formula to first determine the value of 'a':

$$a = 100 / (1 + \text{relevant wage increase under the Agreement expressed as a decimal})$$

Then the relevant employee's *base wages* are then multiplied by 'a', where 'a' is expressed as a percentage:

Example: The wage increase in the Agreement for that agreement year was 4% on 1 July 2022. The base wages payable to the relevant employee for the agreement year from 1 July 2022 to 30 March 2023 is \$90,000. The calculation occurs as follows:

- $a = 100 / (1 + 0.04)$
- $a = 96.1538$
- $\$90,000 \text{ adjusted by } 96.1538\% = \underline{\$86,538.42}$

Step Four

- 3.4** The figure from clause 3.3 above is then multiplied by the COLA Percentage calculated in clause 3.2 above, to determine the particular employee's COLA Payment for that *agreement year*.

Example: The COLA percentage is 3%.

- $\$86,538.42 \text{ multiplied by } 3\% = \underline{\$2,596.15}$

- 3.5** COLA Payments are one-off, do not form part of base salary and will be taxed according to the applicable law.

PART 4 – TIMING OF INFORMATION AND PAYMENTS

- 4.1** For *eligible employees* under clause 2.2 above, if payable, the relevant COLA Payment will be made within two (2) months following the relevant *calculation date* and release of the *CPI*.
- 4.2** For *eligible employees* under clause 2.3 above, if payable, the relevant COLA Payment will be made within two (2) months of the employee providing the notice of their employment pursuant to clause 2.3 above.
- 4.3** The Queensland Police Service will provide advice to unions and employees covered by this Agreement on the timing of payroll processing for each COLA payment.