

## QUEENSLAND POLICE SERVICE EMPLOYEES AWARD - STATE 2016

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## **PART 1 - Title and Operation**

### **1. Title**

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

### **2. Operation**

Subject to section 824 of the Act, this Award operates from 26 February 2016.

### **3. Definitions and interpretation**

Unless the context otherwise requires, in this Award:

**Act** means the *Industrial Relations Act 1999*

**afternoon shift** means, for staff members, any shift commencing at or after 1000 and before 1800

**broken work** means, for staff members, where the ordinary hours of duty of a day worker are subject to a break in continuity other than for the purposes of meal breaks to a maximum of one hour and rest pauses

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

**commission** means the Queensland Industrial Relations Commission

**commissioned officer** means an employee at the rank of Inspector, Superintendent or Chief Superintendent

**Commissioner** means the Commissioner of Police appointed pursuant to section 4.2 of the *Police Service Administration Act 1990*

**continuous shift work** means work done by employees where the hours of work are regularly rotated in accordance with a shift roster covering 24 hours per day over a 7 day week

**continuous shift worker** means a person who works continuous shift work

**day** means the period from midnight to midnight on any one day

**day shift** means, for staff members, any shift worked as part of a non-continuous shift work system or a continuous shift work system which is not an afternoon shift or a night shift

**day work** means a single period of work (excluding a meal break) performed during the spread of ordinary hours which is not part of a non-continuous shift work or continuous shift work system

**day worker** means a person who works day work

**detective** means any police officer who holds the classification of Detective and who is for the time being employed as a Detective

**directive** means a ruling, or part of a ruling, made under section 53 or section 54 of the *Public Service Act 2008*

**employee** means a staff member or a police officer

**generic level statement** means, for staff members, a broad, concise statement of the duties, skills and responsibilities indicative of a given classification level

**headquarters** means, for police officers, the usual station or establishment to which an officer is appointed

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

**majority of shift** means, for staff members, the day on which the major proportion of ordinary hours is worked where the starting and finishing times of that shift occur on different days

**night shift** means, for staff members, any shift commencing at or after 1800 and before 0600 the following day

**non-commissioned officer** means an employee at the rank of Constable, Senior-Constable, Sergeant or Senior Sergeant

**non-continuous shift work** means work regularly rotated in accordance with a roster which prescribes 2 or more shifts (day, afternoon or night) per day, but does not cover a 24 hour per day operation over a 7 day week (see continuous shift work)

**non-continuous shift worker** means a person who works non-continuous shift work

**officer** has the same meaning as police officer

**paypoint** means the specific rate of remuneration payable to employees within a classification level

**plain clothes duty** means any work performed by a police officer other than a detective which the officer has been directed to perform in plain clothes

**police officer** means a sworn officer appointed to the Queensland Police Service as a commissioned officer, non-commissioned officer or constable in accordance with the *Police Service Administration Act 1990*

**police support officer** means an employee of QPS who has been appointed as such and who satisfactorily completes a required and approved course of training orientated towards a range of police duties. Such officers will carry out the assigned duties of a police support officer for which they have been appropriately trained. A police support officer does not include temporary or permanent administrative or clerical staff

**practicable** means in the fair and reasonable opinion of the Commissioner. Where any dispute arises from any decision of the Commissioner in this regard, such matters will be processed in accordance with clause 7.1

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

**public holiday** has the same meaning as that provided in Schedule 5 of the Act

**QES** means the Queensland Employment Standards contained in Part 2 of Chapter 2A of the Act

**QPCOUE** means The Queensland Police Commissioned Officers' Union of Employees

**QPCYWA** means Queensland Police Citizens Youth Welfare Association

**QPS** means the Queensland Police Service

**QPUE** means The Queensland Police Union of Employees

**rostered day off** has the same meaning as a programmed day off

**scheduled day/s off** means:

- For an employee whose ordinary hours of duty are Monday to Friday: Saturday and Sunday
- For an employee whose ordinary hours of duty include a Saturday and/or Sunday: one of the two days each week, or four days each fortnight, that the employee is not rostered for duty in accordance with clauses 15.2(g) and (h) or clause 15.3(c). Depending on the working arrangements, a Saturday and/or Sunday may also be a scheduled day/s off

**shift work**, for police officers, means work performed by an officer at stations to which there are three or more officers permanently attached where the rostered ordinary hours of shift workers are within a spread in excess of 14 hours per day. The term **shift work** shall not include work performed by an officer who mainly or ordinarily works regular daily hours of duty nor to officers at one officer or two officer stations

**shift work**, for staff members, means work performed by an employee on day shift, afternoon shift or night shift, either solely or in any combination thereof, as part of a non-continuous shift work system or a continuous shift work system

**shift worker** means an employee who works shift work

**spread of ordinary hours**, for staff members, has the meaning ascribed to it in clause 15.6(a)

**staff member** means a Police Liaison Officer, Assistant Watchhouse Officer, Police Pipes and Drums Bandperson, and a Torres Strait Island Police Support Officer, all of whom are engaged pursuant to section 147 of the *Public Service Act 2008*

**TOIL** means, for staff members, time off in lieu of payment for overtime

**union** means The Queensland Police Commissioned Officers' Union of Employees (QPCOUE) or the Queensland Police Union of Employees (QPUE)

#### 4. Coverage

4.1 This Award applies to:

- (a) employees whose salaries or rates of pay are fixed by this Award employed pursuant to:
  - (i) section 5.6 of the *Police Service Administration Act 1990*; or
  - (ii) section 147 of the *Public Service Act 2008*; and
- (b) the Commissioner of Police, being the chief executive of the Queensland Police Service in their capacity as the employer of such employees covered by this Award; and
- (c) the following industrial organisations of employees:
  - (i) The Queensland Police Union of Employees (QPUE); and
  - (ii) The Queensland Police Commissioned Officers Union of Employees (QPCOUE),to the exclusion of any other award.

#### **4.2 Directives applying to certain employees covered by this Award**

In addition to conditions of employment provided in this Award, Schedule 5 provides for directives about specified matters to be applied to particular employees covered by this Award.

#### **5. Queensland Employment Standards and this Award**

The QES and this Award contain the minimum safety net conditions of employment for employees covered by this Award.

#### **6. Enterprise flexibility and facilitative award provisions**

##### **6.1 Enterprise flexibility**

- (a) As part of a process of improvement in productivity and efficiency, discussion should take place at an enterprise level to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- (b) The consultative processes established in an enterprise in accordance with clause 6.1 may provide an appropriate mechanism for consideration of matters relevant to clause 6.1(a). Union delegates at the place of work may be involved in such discussions.
- (c) Any proposed genuine agreement reached between QPS and employee/s in an enterprise is contingent upon the agreement being submitted to the commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

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

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

- (a) Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the union depending on the particular Award provisions.
- (b) Employees may be represented by their local union delegate/s and shall have the right to be represented by their local union official/s.
- (c) Facilitative award provisions can only be implemented by agreement.
- (d) In determining the outcome from facilitative provisions, neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the union depending upon the particular Award provisions.
- (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted, where practical, as a group, or in groups. Should the consultation process identify employees with specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.
- (g) Any agreement reached must be documented and shall incorporate a review period.

- (h) For staff members where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or change to the shift roster, the relevant union/s are to be notified in writing at least one week in advance of agreement being sought.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

#### **7.1 Prevention and settlement of disputes**

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work. Normal work is to continue where there exists a circumstance envisaged by the provisions of clause 15.2(e), and in life threatening situations.
- (c) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (d) In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:
  - (i) the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
  - (ii) if the matter is not resolved as per clause 7.1(d)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;
  - (iii) if the matter remains unresolved it may be referred to the Commissioner for discussion and appropriate action. This process should not exceed 14 days;
  - (iv) if the matter is not resolved then it may be referred by either party to the commission for conciliation.
- (e) Nothing contained in this procedure shall prevent a union or QPS from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

#### **7.2 Employee grievance procedures**

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion, to reduce the level of disputation, and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:
  - (i) Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.

- (ii) Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 2.
  - (iii) Stage 3: If the grievance is still unresolved, the manager will advise the Commissioner and the aggrieved employee may submit the matter in writing to the Commissioner if such employee wishes to pursue the matter further. If desired by either party, the matter shall also be notified to the relevant union.
- (c) The Commissioner shall ensure that:
- (i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance;
  - (ii) the grievance shall be investigated in a thorough, fair and impartial manner.
- (d) The Commissioner may appoint another person to investigate the grievance. The commissioner may consult with the relevant union in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- (e) If the matter is notified to the union, the investigator shall consult with the union during the course of the investigation. The Commissioner shall advise the employee initiating the grievance, such employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- (f) The Commissioner may delegate grievance resolution powers under clause 7.2 to a nominated representative.
- (g) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
- Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
  - Stage 2: Not to exceed 7 days.
  - Stage 3: Not to exceed 14 days.
- (h) If the grievance is not settled the matter may be referred to the commission by the employee or the union.
- (i) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work. Normal work is to continue where there exists a circumstance envisaged by the provisions of clause 15.2(e), and in life threatening situations.
- (j) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.



## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

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

#### **8.1 Full-time employment**

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

#### **8.2 Part-time employment**

- (a) A part-time employee is an employee who:
  - (i) is engaged to work a regular pattern of hours each fortnight up to but less than 38 ordinary hours per week; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked, a part-time employee will be paid no less than 1/38th of the minimum weekly rate of pay for their classification:
- (c)
  - (i) By mutual agreement with QPS, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are also to be taken into account in the *pro rata* calculation of all entitlements.
  - (ii) Any such additional hours are to be treated as follows:
    - (A) police officers - to be paid for at the ordinary hourly rate;
    - (B) staff members who are day workers - additional hours worked within the spread of ordinary hours prescribed in clause 15.6 are to be paid for at the ordinary hourly rate;
    - (C) staff members who are shift workers - to be paid for at the ordinary hourly rate.
- (d) Subject to clause 8.2(c) all time worked by a part-time employee in excess of the agreed hours on any one day or, in the case of a staff member who is a day worker, outside the spread of ordinary hours prescribed in clause 15.6, is to be paid at the appropriate overtime rate prescribed in clauses 18.2 or 18.3, as the case may be.
- (e) Part-time staff members are eligible for payment of salary increments in accordance with the provisions of clause 12.10.

- (f) The minimum payment on any day when work is performed by an employee shall be for 2 hours' work to be made in respect to each engagement.

### **8.3 Casual employment - staff members**

- (a) (i) A casual staff member is an employee who is engaged and paid as such.
- (ii) A casual staff member cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week or fortnight, as the case might be.
- (b) A casual staff member is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each hour worked a casual staff member will be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 23%.
- (d) The casual loading of 23% is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment. The loading constitutes part of the casual staff member's salary for the purpose of calculating overtime, weekend penalties, public holiday and shift payments, where relevant.
- (e) Each casual engagement stands alone with a minimum payment as for 2 hours' work to be made in respect to each engagement.
- (f) Casual staff members are eligible for payment of salary increments in accordance with the provisions of clause 12.10(a)(iv).
- (g) The long service leave entitlement of casual staff members is recorded in clause 23.

### **8.4 Probationary employment - staff members**

- (a) Except where QPS and a staff member agree to a different period or no period of probation prior to the commencement of employment, the engagement of a full-time or part-time staff member will in the first instance be subject to a probationary period of 3 months' duration. If a period of probation of longer than 3 months is agreed, it must:
- (i) be agreed in writing; and
- (ii) be a reasonable period having regard to the nature and circumstances of the employment.
- (b) QPS may terminate the employment of an employee who is on probation at any time during the probationary period.
- (c) Where a staff member's service is considered satisfactory or where a staff member's service exceeds the designated probationary period or agreed extension, the staff member's appointment will be deemed to be confirmed.

### **8.5 Recognition of previous service - staff members**

A staff member may seek to have their previous service recognised for the purposes of calculating any sick leave accumulation, long service leave entitlement and paid parental leave.

*Note: Where a directive about recognition of previous service and employment covers a staff member, the provisions of the directive apply to the staff member.*

## **8.6 Anti-discrimination**

- (a) In fulfilling their obligations under this Award, the parties must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects. Discrimination includes:
- (i) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or in relation to, a person identified on the basis of any of the above attributes;
  - (ii) sexual harassment; and
  - (iii) racial and religious vilification.
- (b) Nothing in clause 8.6 is to be taken to affect:
- (i) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
  - (ii) an employee, QPS or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

## **9. Termination of employment - staff members**

### **9.1 Notice by QPS**

The requirements concerning notice of termination to a staff member by QPS are provided for in Division 9 of the QES. Clauses 9.2 to 9.5 supplement the QES provisions.

### **9.2 Notice of termination by a staff member**

Unless otherwise agreed between QPS and a staff member the notice of termination required by a staff member, other than a casual staff member, will be 2 weeks or 2 weeks' salary forfeited in lieu. If a staff member fails to give the required notice QPS will have the right to withhold monies due to the staff member with a maximum amount equal to the ordinary time rate for the period of notice not provided.

### **9.3 Notice cannot be offset**

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

### **9.4 Job search entitlement**

Where QPS has given notice of termination to a staff member for reasons other than redundancy, the staff member must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the staff member after consultation with QPS.

## **9.5 Statement of employment**

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

## **10. Redundancy - staff members**

### **10.1 Redundancy pay**

Redundancy pay is provided for in Division 9 of the QES. Clauses 10.2 to 10.9 supplement the QES provisions.

*Note: Where a directive about redundancy and retrenchment covers a staff member, the provisions of the directive apply to the staff member to the extent it provides a more generous entitlement.*

### **10.2 Consultation before termination**

- (a) Where QPS decides that QPS no longer wishes the job a staff member/s has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, QPS shall consult the staff member/s directly affected and, where relevant, their union/s.
- (b) The consultation shall take place as soon as it is practicable after QPS has made a decision which will invoke the provisions of clause 10.2(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employee/s concerned.
- (c) For the purpose of the consultation QPS shall, as soon as practicable, provide in writing to the staff member/s concerned and, where relevant, their union/s, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of staff members likely to be affected, the number of staff members normally employed and the period over which the terminations are likely to be carried out.
- (d) Notwithstanding the provision of clause 10.2(c), QPS shall not be required to disclose confidential information, the disclosure of which would be adverse to its interests.

### **10.3 Transfer to lower paid duties**

- (a) Where a staff member is transferred to lower paid duties by reason of redundancy the staff member shall be entitled to the same period of notice of transfer as the staff member would have been entitled to if the staff member's employment had been terminated under the redundancy pay provisions of the QES.
- (b) QPS may, at its option, make payment in lieu thereof of an amount equal to the difference between the former amounts it would have been liable to pay and the new lower amount it is liable to pay the staff member for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the staff member; and
  - (ii) the amounts payable to the staff member for the hours including, for example, allowances, loadings and penalties; andany other amounts payable under the staff member's employment contract.

#### **10.4 Staff member leaving during notice period**

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

#### **10.5 Job search entitlement**

- (a) A staff member who gives notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the staff member has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the staff member must, at the request of QPS, produce proof of attendance at an interview or the staff member will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) Clause 10.5 applies instead of clause 9.4 in cases of redundancy.

#### **10.6 Transmission of business**

- (a) Where a business is, whether before or after the date of commencement of this Award, transmitted from QPS (transmittor) to another employer (transmittee), and a staff member who at the time of such transmission was an employee of QPS becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with QPS or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clauses 10.6 and 10.7, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

#### **10.7 Exemption where transmission of business**

The provisions of clause 10.6 are not applicable where a business is, before or after the date of commencement of this Award, transmitted from QPS (transmittor) to another employer (transmittee) in any of the following circumstances:

- (a) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with QPS, and any prior transmittor, to be continuous service of the employee with the transmittee; or
- (b) where the employee rejects an offer of employment with the transmittee:
  - (i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with QPS; and
  - (ii) which recognises the period of continuous service which the employee had with QPS and any prior transmittor to be continuous service of the employee with the transmittee.

### **10.8 Alternative employment**

QPS, in a particular case, may make application to the commission to have the general severance pay prescription amended if it obtains acceptable alternative employment for a staff member.

### **10.9 Employees exempted**

Clauses 10.1 to 10.8 shall not apply:

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

## **11. Consultation - Introduction of changes - all employees**

### **11.1 QPS's duty to notify**

- (a) Where QPS decides to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, QPS shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.
- (b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of QPS's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (c) Where the Award makes provision for alteration of any of the matters referred to in clauses 11.1(a) and (b) an alteration shall be deemed not to have significant effect.

### **11.2 QPS's duty to consult**

- (a) QPS shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of staff members likely to be dismissed, and the time when, or the period over which, QPS intends to carry out the dismissals), and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 11.1.
- (c) For the purpose of such consultation QPS shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
- (d) Notwithstanding the provision of clause 11.2(c) QPS shall not be required to disclose confidential information, the disclosure of which would be adverse to its interests.

## **PART 4 - Minimum Salary Levels, Allowances and Related Matters**

### **12. Classifications and minimum salary levels**

#### **12.1 Classification structure**

Employees covered by this award are to be classified into one of two streams as follows:

(a) **Police stream**

The police stream comprises employees engaged by QPS as police officers.

(b) **Operational stream**

The operational stream comprises staff members engaged by QPS as Police Liaison Officers, Assistant Watchhouse Officers, Pipes and Drums Bandpersons and Torres Strait Island Police Support Officers.

#### **12.2 Allocation to stream and classification level - police officers**

Allocation of employees engaged by the Queensland Police Service as police officers in the police stream shall be in accordance with the *Police Service Administration Act 1990* and the *Police Service (Ranks) Regulation 1991*.

#### **12.3 Allocation to stream and classification level - staff members**

- (a) Allocation of staff members to the classification levels within the operational stream shall be in accordance with the generic level statements contained in Schedule 1. These statements reflect the degree of complexity and responsibility of duties, skills and knowledge proceeding from the lowest to the highest classification levels. Their purpose is to provide an indication as to the classification level appropriate to any packaging of duties.
- (b) Staff members shall have their previous service as a public service employee counted for the purpose of determining their commencing paypoint and calculation of their salary increment, provided that the employee is reappointed within 12 months of cessation of employment and the employee's previous employment was terminated other than by way of disciplinary action.
- (c) Where a new position is created in the operational stream and its allocation cannot be determined the matter may be discussed with the relevant employee/s and, where requested, their representative, and/or referred to the commission for resolution.
- (d) Notwithstanding anything contained elsewhere in this Award, an applicant who is appointed to a staff member position may, at the discretion of QPS, be offered and appointed to any paypoint within a level based on recognition of skills, knowledge and abilities.

#### **12.4 Minimum salary levels - police officers**

- (a) The minimum salaries payable to employees engaged within the police stream are prescribed in the table below:

Queensland Police Service Employees Award - State 2016

<b><u>Police stream</u></b>			
<b>Classification Level</b>	<b>Paypoint</b>	<b>Award Rate<sup>1</sup> Per Fortnight<sup>2</sup> \$</b>	<b>Annual<sup>2</sup> Salary<sup>3</sup> \$</b>
<b>Constable</b>	1	1,981	51,682
	2	2,070	54,004
	3	2,159	56,326
	4	2,248	58,648
	5	2,336	60,944
	6	2,405	62,744
<b>Senior Constable</b>	1	2,474	64,544
	2	2,531	66,031
	3	2,589	67,544
	4	2,649	69,110
	5	2,709	70,675
	6	2,772	72,319
	7	2,836	73,988
	8	2,901	75,684
	9	2,967	77,406
<b>Sergeant</b>	1	2,981	77,771
	2	3,074	80,198
	3	3,135	81,789
	4	3,198	83,433
	5	3,245	84,659
	6	3,330	86,876
<b>Senior Sergeant</b>	1	3,475	90,659
	2	3,529	92,068
	3	3,582	93,451
	4	3,627	94,625
	5	3,691	96,294
<b>Inspector</b>	1	4,613	120,349
	2	4,644	121,157
	3	4,700	122,618
	4	4,759	124,158
	5	4,818	125,697
	6	4,893	127,653
<b>Superintendent</b>	1	5,060	132,010
	2	5,160	134,619
	3	5,214	136,028
	4	5,360	139,837
<b>Chief Superintendent</b>	1	5,598	146,046
	2	5,732	149,542

*Notes:*

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2015 Declaration of General Ruling.
- <sup>2</sup> Rounded to the nearest dollar.
- <sup>3</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

- (b) Salaries and wages shall be paid fortnightly and may at the discretion of the Commissioner be paid by electronic funds transfer.



### **12.5 Salary after promotion - police officers**

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

### **12.6 Movement within classification levels (increments) - police officers**

- (a) In the case of a non-commissioned police officer, movement within a classification level is to be based on the officer meeting the following requirements:
  - (i) the officer has received a salary at a particular classification and paypoint for a period of at least 12 months; and
  - (ii) the officer has successfully completed any relevant training program/s required for paypoint advancement within their classification level as may be recorded in any certified or other agreement made between the relevant parties from time to time and lodged with the commission; and
  - (iii) the officer has received a satisfactory performance appraisal.
- (b) In the case of a commissioned police officer, movement within a classification level is to be based on the officer meeting the following requirements:
  - (i) the officer has received a salary at a particular classification and paypoint for a period of at least 12 months; and
  - (ii) the officer has received a satisfactory performance appraisal.

### **12.7 Performance of higher duties - police officers**

- (a) Where a police officer is directed or rostered to temporarily fill a position of higher rank, the police officer will be paid extra remuneration at the rate applicable to the higher rank as provided in clauses 12.7(b), (c) and (d), provided that the police officer:
  - (i) temporarily fills the position for more than five consecutive shifts not including scheduled day/s off; and
  - (ii) performs all of those duties and accepts all of those responsibilities for the time being associated with the position.
- (b) In each case the amount of extra remuneration payable to a police officer will be the difference between the police officer's salary and the minimum salary prescribed for the rank at which the police officer relieves.
- (c) If a police officer who is temporarily filling a position of higher rank goes on annual leave or sick leave, such leave will not be deemed to interrupt the period of performance of such duties if the police officer goes back to the same duties on their return from leave.
- (d) A police officer absent on annual leave will continue to receive the extra remuneration to which the entitlement under clause 12.7 applies if the police officer had been receiving such extra remuneration for at least 12 months preceding the commencement of leave.

**12.8 Minimum salary levels - staff members**

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

<b><u>Operational stream</u></b>			
<b>Classification level</b>	<b>Paypoint</b>	<b>Award Rate<sup>1</sup> Per Fortnight \$<sup>3</sup></b>	<b>Annual Salary<sup>3</sup> \$<sup>4</sup></b>
<b>Level 1</b>	<b>1</b>	1,187	30,968
	<b>2</b>	1,271	33,159
	<b>3</b>	1,371	35,768
	<b>4</b>	1,455	37,959
	<b>5</b>	1,555	40,568
	<b>6</b>	1,639	42,760
<b>Level 2</b>	<b>1<sup>2</sup></b>	1,672	43,621
	<b>2</b>	1,716	44,769
	<b>3</b>	1,762	45,969
	<b>4</b>	1,807	47,143
<b>Level 3</b>	<b>1</b>	1,834	47,847
	<b>2</b>	1,870	48,786
	<b>3</b>	1,908	49,778
	<b>4</b>	1,948	50,821
<b>Level 4</b>	<b>1</b>	2,026	52,856
	<b>2</b>	2,090	54,526
	<b>3</b>	2,154	56,196
	<b>4</b>	2,217	57,839
<b>Level 5</b>	<b>1</b>	2,273	59,300
	<b>2</b>	2,346	61,205
	<b>3</b>	2,420	63,135
	<b>4</b>	2,493	65,040
<b>Level 6</b>	<b>1</b>	2,598	67,779
	<b>2</b>	2,666	69,553
	<b>3</b>	2,733	71,301
<b>Level 7</b>	<b>1</b>	2,860	74,615
	<b>2</b>	2,928	76,389
	<b>3</b>	2,996	78,163

*Notes:*

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2015 Declaration of General Ruling.
- <sup>2</sup> Identifies the minimum salary payable to an employee aged 21 years and over classified in that particular stream.
- <sup>3</sup> Rounded to the nearest dollar.
- <sup>4</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

- (b) Salaries and wages shall be paid fortnightly and may at the discretion of the Commissioner be paid by electronic funds transfer.

### 12.9 Movement between classification levels - staff members

- (a) Except as provided below and in Schedule 1 of this Award, movement between classification levels within the operational stream will be based on appointment on merit to advertised vacancies.
- (b) Subject to clause 12.3(d) a staff member promoted to a position at a higher classification level shall be appointed to paypoint one of that higher classification level.

### 12.10 Movement within classification levels (increments) - staff members

Movement within classification levels within the operational stream is to be based on meeting the following requirements:

- (a) Except in the case of a staff member who is paid the prescribed base salary on attaining the age of 21 years or in the case of a promotion, or transfer and promotion, from one classification level to another, an increase is not to be made to the salary of any staff member until:
  - (i) In the case of a full-time staff member: the staff member has received a salary at a particular classification and paypoint for a period of 12 months.
  - (ii) In the case of a part-time staff member at classification level 1, 2 or 3 of the operational stream: the staff member has received a salary at a particular classification and paypoint on a *pro rata* basis, for a period of 12 months.
  - (iii) In the case of all other part-time staff members at classification levels other than those mentioned at clause 12.10(a)(ii):
    - (A) the staff member has received a salary at a particular classification and paypoint for a period of at least 12 months; and
    - (B) the staff member has worked 1,200 ordinary hours in such classification.
  - (iv) In the case of a casual staff member with 12 months **continuous service** with QPS:
    - (A) the staff member has received a salary at a particular classification and paypoint for a period of at least 12 months; and
    - (B) the staff member has worked 1,200 ordinary hours in such classification.

For the purpose of clause 12.10(a)(iv), **continuous service** for a casual staff member is considered to be broken if more than 3 months, excluding any public holidays, has elapsed between the end of one employment contract and the start of the next employment contract.

- (b) Notwithstanding anything contained elsewhere in this award, a staff member is not entitled to move to the next salary increment level by virtue of the award unless:
  - (i) in the case of staff members in levels 1, 2 and 3 of the **operational** stream, the conduct, diligence and efficiency of the employee has been certified by the Commissioner to have been and to be satisfactory; or
  - (ii) in the case of employees in all other classification levels, performance objectives have been achieved as certified by the Commissioner.

### **12.11 Performance of higher duties - staff members**

- (a) A staff member directed to temporarily fill a position for more than three consecutive working days at a higher classification level within the operational stream shall be paid extra remuneration at the first paypoint of the classification level of the position being temporarily filled.
- (b) Where the requirement arises for an employee to temporarily fill a position within the operational stream at a higher classification level on a long term basis, such arrangement shall only occur in compliance with the provisions of a directive relating to recruitment and selection.

*Note: Where a directive about higher duties covers a staff member the provisions of the directive apply to the staff member to the extent it provides a more generous entitlement.*

### **12.12 Incidental and peripheral tasks - all employees**

QPS may direct an employee to carry out duties that are within the particular employee's skill, competence and training provided:

- (a) the direction does not affect the employee's entitlement to higher or other duties allowances provided in this Award; and
- (b) all such directions are consistent with QPS's responsibilities to provide a safe and healthy working environment.

## **13. Allowances**

### **13.1 Broken work allowance - staff members**

All staff members engaged on work where the ordinary hours of duty are subject to a break in continuity other than for the purposes of meal breaks to a maximum of one hour and for rest pauses shall be paid an additional \$7.60 per day for each day so worked.

### **13.2 Bush patrol - police officers**

Police officers detailed for bush patrol and other duties who use their own camping out equipment when required to camp out of doors will be paid an additional \$14.55 per night.

### **13.3 Clothing - police officers**

- (a)
  - (i) A police officer appointed and/or directed to perform duty in plain clothes is entitled to an additional \$74.10 per fortnight (\$1,933.00 per annum).
  - (ii) Where a police officer is appointed to perform duty in plain clothes on a permanent basis that officer will, on such appointment, be paid the first 13 fortnights' clothing allowance in advance. After the expiration of such 13 fortnight period the fortnightly amount will be paid.
  - (iii) Where a police officer is directed to perform duty in plain clothes, the fortnightly allowance is payable after the expiration of a period of 20 working days effective from the date of commencement of such duty.
  - (iv) There is no entitlement to the allowance in clause 13.3(a) as on cessation of the duties in plain clothes.
- (b)
  - (i) Where an allowance is paid to a police officer in the circumstances prescribed in clause 13.3(a)(ii) and such officer ceases to be eligible for payment of the allowance, otherwise

than by death, that officer is liable to repay QPS any amount paid in advance in accordance with the following formula:

$A \times B$

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

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

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

#### **13.4 Costs of conveyance - police officers**

- (a) QPS will provide a police officer with either transport at no cost, or the cost of conveyance, or an allowance of \$0.77 per kilometre for the use of a private motor vehicle, in addition to any other entitlements, when the officer is directed or rostered to perform duty away from such officer's usual station, headquarters or section.
- (b) QPS will advise the police officer of the transportation arrangements prior to the commencement of such duty.
- (c) Payment of the allowance will only apply to kilometres in excess of those travelled by an officer between such officer's usual residence and usual place of employment.
- (d) When directed by QPS to travel a route which incurs a toll, the police officer will be reimbursed such expenses.
- (e) Clause 13.4 does not apply when a police officer elects to return to such officer's usual residence during a period of duty referred to in clause 13.4(a).

#### **13.5 Diving allowance - police officers**

A police officer who actually performs authorised diving duties on any day will be paid an additional \$7.60 per day.

#### **13.6 Divisional and District parities - staff members**

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

Division and District	Per week \$
Northern Division, Eastern District	1.05
Northern Division, Western District	3.25
Mackay Division	0.90
Southern Division, Western District	1.05

(b) Divisions:

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

(c) Districts:

(i) Northern Division:

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

Western District - The remainder of the Northern Division.

(ii) Southern Division:

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

Western District - The remainder of the Southern Division.

**13.7 Dog handlers allowance - police officers**

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

### 13.8 First-aid allowance - staff members

- (a) A staff member holding a certificate in first-aid issued by the Queensland Ambulance Service, or equivalent qualification, who is appointed in writing by the Commissioner or delegate as a first-aid attendant shall be paid an additional \$3.20 per day.
- (b) This allowance shall be treated as part of the ordinary rate of pay for the purposes of annual leave (but not loading on leave), sick leave, long service leave and all other paid leave.

### 13.9 Locality allowance - police officers

- (a) Locality allowances will be paid, subject to clause 13.16, to a police officer stationed in localities distant from the capital for increased cost of living, climatic conditions, isolation, the requirements of the *Police Service Administration Act 1990* that an officer will not refuse transfer to any part of the State, and any disabilities of police service in different parts of the State.
- (b) Subject to clause 13.9(c), a police officer stationed at one of the centres listed in Schedule 4 will be paid locality allowance in the proportion prescribed below for the respective centre:
  - (i) An officer who proves to the satisfaction of the Commissioner that the officer has a dependent spouse and/or child or children will be paid the rate of locality allowance set opposite the respective centre in Schedule 4. Should the officer's circumstances change at any time such officer must immediately notify the Commissioner.
  - (ii) Any other officer will be paid half of the rate of locality allowance prescribed in Schedule 4, provided however that, in special and exceptional circumstances, the Commissioner may approve that an officer be paid the full rate of allowance.
- (c) Husband and wife **or** persons living in a *de facto* relationship:
  - (i) Where a husband and wife not living separately and apart, or persons living in a *de facto* relationship, are both police officers in QPS and are both eligible for locality allowances, then each will be paid one-half of the rate set forth opposite the respective centre in Schedule 4.
  - (ii) Where an officer lives with a spouse or lives in a *de facto* relationship with another person, and that spouse or other person is employed by the Crown in right of the State of Queensland in a capacity other than that of a police officer in QPS and is eligible for a locality allowance, then the police officer eligible for a locality allowance under clause 13.9, will be paid one-half of the rate set forth opposite the respective centre in Schedule 4.
  - (iii) The provisions of clauses 13.9(c)(i) and (ii) apply whether or not the police officer or police officers concerned have a dependent child or children.
- (d) For the purposes of clause 13.9 **a dependent** should be regarded as a person who does not receive remuneration in excess of the Queensland Minimum Wage.
- (e) Allowances whilst on leave - the allowances provided for in clause 13.9 will be paid to an officer absent on annual leave, sick leave, and long service leave, or on special leave in such cases as the Commissioner may determine. When an officer is on leave without pay no allowance will be payable.

### 13.10 Motor vehicle allowance - staff members

- (a) Where QPS requires a staff member to use their own vehicle in or in connection with the performance of their duties, such staff member will be paid an allowance for each kilometre of

authorised travel as follows:

- (i) motor vehicle - \$0.77 per kilometre; and
  - (ii) motorcycle - \$0.26 per kilometre.
- (b) QPS may require a staff member to record full details of all such official travel requirements in a log book.

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

**13.11 Out of pocket allowance - detectives and plain clothes officers**

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

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

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

**13.12 Overtime meal allowances - non-commissioned police officers**

- (a) Clause 13.12 does not apply to commissioned officers.
- (b) A non-commissioned police officer required to work overtime past the completion of such officer's ordinary rostered shift for the period specified in the table below will, in addition to any payment for overtime to which such officer is entitled, be paid \$12.60 meal money in accordance with the following requirements:

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

**13.13 Overtime meal allowances and meal breaks - staff members**

- (a) A staff member working day work required to work overtime for:
- (i) more than 2 hours after ordinary ceasing time or for more than one hour continuing beyond 1800 on any normal working day; or



- (ii) more than 4 hours on a rostered day off or a scheduled day off;

shall be provided with an adequate meal at QPS's expense or paid a meal allowance of \$12.60 in lieu of the provision of such meal.

- (b) A staff member shift worker required to work overtime for:

- (i) more than 2 hours after ordinary ceasing time on any normal working day; or
- (ii) more than 4 hours on a rostered day off, scheduled day off or a public holiday;

shall be provided with an adequate meal at QPS's expense or paid a meal allowance of \$12.60 in lieu of the provision of such meal.

- (c) A staff member working overtime in the circumstance mentioned in clause 13.13(a)(i) shall be entitled to take a 30 minute unpaid meal break at a time agreed between QPS and the employee.
- (d) A staff member working overtime in the circumstance mentioned in clause 13.13(b)(i) shall be entitled to take a 30 minute paid crib break after the first 2 hours worked.
- (e) Where QPS requires the staff member to continue working for a further 4 hours of continuous overtime work in either of the situations mentioned in clauses 13.13(a) and (b), the employee will be entitled to a 30 minute unpaid meal break and either provided with an adequate meal at QPS's expense or paid an additional meal allowance of \$12.60.
- (f) Where a staff member has been given notice to work overtime on the previous working day or prior thereto, and has brought to work a prepared meal and such overtime is cancelled, the employee shall be paid a meal allowance of \$12.60 for such prepared meal.

#### **13.14 Prisoner's rations - police officers**

Where a police officer is required to provide rations to prisoners confined in lock-ups, such officer will be paid \$12.60 per meal supplied to each prisoner.

#### **13.15 Special Emergency Response Team - police officers**

- (a) An officer who is detailed to perform full-time duty as an operational member of the Special Emergency Response Team (SERT) will be paid an additional fortnightly allowance at the rate of 12.9% of the fortnightly salary prescribed for a Senior Constable paypoint 5 whilst so attached.
- (b) An officer who is detailed to perform part-time duties as an operational member of the SERT will be paid the fortnightly allowance prescribed in clause 13.15(a) for any participation in authorised SERT activities within that fortnight.
- (c) The allowance prescribed in clauses 13.15(a) and (b) is not payable on any form of leave, excluding programmed day/s off and scheduled day/s off and when recalled to duty from leave.

#### **13.16 Travelling and relieving expenses**

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

evidence (receipts, etc) as required by the Commissioner.

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

### 13.17 Uniform allowance - staff members

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

### 13.18 Adjustment of allowances

- (a) Other than the expense related allowances at clauses 13.2, 13.3, 13.4, 13.10, 13.12, 13.13, 13.14, and 13.17, and the Divisional and District parities at clause 13.6, all other allowances specified in clause 13 will be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award, expense related allowances at clauses 13.2, 13.3, 13.4, 13.10, 13.12, 13.13, 13.14 and 13.17, respectively will be automatically increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Bush patrol allowance <i>(last adjusted 1 September 2015)</i>	Other recreation, sport and culture sub-group
Clothing allowance <i>(last adjusted 1 September 2015)</i>	Clothing and footwear group
Cost of conveyance <i>(last adjusted 1 September 2014)</i>	Private motoring sub-group
Motor vehicle allowance <i>(last adjusted 1 September 2014)</i>	Private motoring sub-group
Overtime meal allowance <i>(last adjusted 1 September 2015)</i>	Take-away and fast foods sub-group
Prisoner's rations <i>(last adjusted 1 September 2015)</i>	Take-away and fast foods sub-group
Uniform allowance <i>(last adjusted 1 September 2015)</i>	Clothing and footwear group

## **14. Superannuation**

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

## **PART 5 - Hours of Work and Related Matters**

### **15. Hours of work**

#### **15.1 Ordinary hours of work - all employees**

- (a) Except as provided in clauses 15.1(c) and (d), the ordinary hours of duty for all employees covered by this Award, exclusive of meal breaks, shall be an average of 38 hours per week and 7.6 hours per day, with a maximum of 8 hours per day.
- (b) Unless otherwise provided, the ordinary hours of duty of employees are to be worked on a maximum of five days of each week, on one of the following bases as agreed between QPS and the employees concerned:
  - (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
  - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (c) Where the working hours arrangements for police officers provide for more than 8 hours on any day, the arrangement of hours is subject to the agreement between the Commissioner and the relevant union/s.
- (d) Notwithstanding the working hours arrangements recorded in clause 15.1(a), the Commissioner and a staff member or group of staff members may agree that hours of work can exceed 8 hours on any day, to a maximum of 10 hours, thus enabling more than one rostered day off to be taken during a particular work cycle.
- (e) Different methods of working a 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.

#### **15.2 General conditions - police officers**

- (a) Programmed day off
  - (i) Where the arrangement of ordinary hours of work provides for a programmed day off, QPS and the majority of police officers in each section, establishment or station concerned may agree to accrue up to a maximum of 12 days off.
  - (ii) Where agreement in clause 15.2(a)(i) has been reached, the accrued programmed days off shall be taken within 12 calendar months of the date on which each programmed day off was accrued.

- (iii) Where periods of annual leave applied for are in excess of all accrued programmed days off, the exhaustion of all programmed days off is to be achieved by the taking of such days in conjunction with the period/s of leave in question.
  - (iv) Where agreement under clause 15.1(c) has been reached, a police officer will be allowed additional programmed days off in accordance with the rostered hours of duty for the particular fortnight.
- (b) The ordinary working hours of police officers will be worked in accordance with the following:
  - (i) day duty: to commence at or after 0600 and before 1000.
  - (ii) afternoon duty: to commence at or after 1000 and before 1800.
  - (iii) night duty: to commence at or after 1800 and before 0600.
- (c) A police officer is required to observe the prescribed starting and finishing time for such police officer's rostered shift. Preparation for work, cleaning up of the police officer's person and such like will be in such police officer's own time.
- (d) Subject to clauses 15.2(e) and (f), a police officer will, where practicable:
  - (i) be allowed a break of at least 8 hours between shifts; and
  - (ii) not be required to work on more than 10 consecutive days at any one time except by mutual agreement.
- (e) In case of any riots or disturbances or for the preservation of peace, or the protection of human life, or the pursuit of criminals, or for any sufficient cause, the Commissioner or any officer or any non-commissioned officer may call upon a police officer for duty on any day or at any hour or to remain continuously on duty.
- (f) The Commissioner may suspend the 8 hours' provision in clause 15.2(d) when circumstances in the Commissioner's discretion call for such action in the public interest.
- (g) A police officer working the hours prescribed in clause 15.1 is to be allowed four scheduled days off during each fortnight (14 days). Each scheduled day off will consist of a continuous period of 24 hours which, where practicable, will include from midnight to midnight.
- (h) Scheduled days off are to be allowed so that, where practicable, each police officer is rostered to have:
  - (i) two consecutive scheduled days off in each week; or
  - (ii) one scheduled day off at the end of one week and one scheduled day off at the beginning of the next week; or
  - (iii) four consecutive scheduled days off in a fortnightly period; or
  - (iv) one scheduled day off in one week and three consecutive scheduled days off in the next week.

### **15.3 General conditions - staff members**

- (a) Rostered day off
  - (i) The Commissioner is to allow each full-time staff member access to at least one rostered day off in any work cycle unless QPS and the staff member agrees otherwise.
  - (ii) Where the arrangement of ordinary hours of work provides for a rostered day off, QPS and an individual staff member and/or the majority of staff members concerned may agree to accrue up to a maximum of 5 rostered days off.
  - (iii) Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which each rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
- (b) Notwithstanding clauses 15.1(b) and 15.3(a) and (c), by mutual agreement between QPS and an individual staff member and/or the majority of staff members concerned, work in isolated localities may be performed over a 152 hours x 4 week cycle to provide for scheduled days off to be taken at a time suitable to QPS and the staff member/s.
- (c) Scheduled days off - where work is performed on other than a Monday to Friday basis:
  - (i) Unless prescribed elsewhere in this Award, all staff members whose ordinary hours of duty may be worked on days other than Monday to Friday shall be entitled to not less than two consecutive scheduled days off duty each week.
  - (ii) In lieu of two whole days off in each week, a staff member may be allowed in each fortnightly period either one scheduled day off in one week and three consecutive scheduled days off in the other week or four consecutive scheduled days off.
  - (iii) Two consecutive scheduled 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 clause 15.3(c)(i).

### **15.4 Roster arrangements - police officers**

- (a) The provisions of clause 15.4 only apply to commissioned officers where appropriate.
- (b) A 28 day roster will be prepared setting out the days of duty of each police officer including the starting and ceasing times of such days, scheduled day/s off and, where applicable, programmed day/s off.
- (c) Such roster should be posted in a place conveniently accessible to police officers at or before 1400 on the seventh day preceding the commencement of the next 28 day roster period.
- (d) Where practicable, a police officer will be given either orally or in writing 24 hours' notice of any alteration to such police officer's rostered shift.
- (e) The officer-in-charge may approve of a change to the rostered shifts where mutually agreed between one police officer and another.
- (f) The requirements of clause 15.4 are to be modified as necessary where circumstances result in clauses 15.2(a) and (f) being invoked.

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

- (a) Clause 15.5 does not apply to commissioned officers.

- (b) A police officer rostered to perform a shift of duty (not being in the nature of overtime) commencing on a Saturday will be paid at the rate of time and one-half of the officer's normal salary for that shift.
- (c) A police officer rostered to perform a shift of duty (not being in the nature of overtime) commencing on a Sunday will be paid at the rate of double time the officer's normal salary for that shift.
- (d) A police officer who works between 1800 and 0600 (not being in the nature of overtime) will be paid a shift penalty of 15% if a continuous period of four hours or more is worked between 1800 and 0600.
- (e) For ordinary shifts which commence after 0200 and before 0600, police officers will be paid a loading of 15% per hour for each hour or part thereof worked prior to 0600.
- (f) The payments as provided in clauses 15.5(d) and (e) do not apply where an officer is being paid weekend work rates as prescribed by clauses 15.5(b) and (c).

**15.6 Spread of ordinary hours of duty - staff members performing day work**

- (a) The spread of ordinary hours of duty for staff members performing day work shall be 0600 to 1800, Monday to Sunday.
- (b) The ordinary starting and finishing times of various groups of staff members or individual staff members may be staggered by QPS.
- (c) Starting and finishing times may be altered to suit geographic, safety, climatic or traffic conditions by QPS with the agreement of the majority of staff members concerned. Any such altered starting and finishing time will not invoke any penalty payment that would be payable if the Award spread of hours were observed.
- (d) Staff members are required to observe the nominated starting and finishing times for the work day including designated breaks to maximise available working time. Preparation for starting and finishing work including personal clean up will be in the staff member's own time.

**15.7 Payment for working ordinary hours - staff members performing day work**

- (a) All ordinary hours of duty performed by a staff member performing day work within the ordinary spread of hours prescribed in clause 15.6 shall be paid for as follows:
  - (i) Monday to Friday - ordinary time;
  - (ii) between 0000 and 2400 on a Saturday - time and one-half;
  - (iii) between 0000 and 2400 on a Sunday - double time; and
  - (iv) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 24.2.
- (b) The Sunday penalty referred to in clause 15.7(a)(iii) shall include the casual loading paid to casual staff members.
- (c) The extra payments prescribed in clause 15.7 will not apply where a staff member works on their scheduled day/s off in accordance with the provisions of clause 15.3(b).

**15.8 Shift work arrangements - staff members**

- (a) Shift work may be introduced to meet operational requirements. Such shift work shall be worked in accordance with a roster mutually agreed between the Commissioner and the staff members directly affected. Any discussions concerning the introduction of shift work or roster variations shall be conducted in accordance with the provisions of clause 6.2 of this Award.
- (b) Shifts extending beyond 10 hours up to a maximum of 12 hours may be worked where there is agreement between QPS and the majority of staff members affected.
- (c) A roster setting out the staff members' days of duty and starting and finishing times on such days shall either be displayed in a convenient place or made available electronically to staff members at least one work cycle in advance.
- (d) A shift worker shall not perform more than 2 consecutive shifts (e.g. day shift/afternoon shift; afternoon shift/night shift).
- (e) Changes within a roster shall be by agreement between QPS and the staff member concerned but failing agreement 24 hours' notice of any change in the roster must be given by QPS or double time is to be paid for the staff member's next shift.
- (f) The payment referred to in clause 15.8(e) shall not be applicable where rosters are changed due to emergent circumstances.

**15.9 Payment for working ordinary hours - staff members performing shift work**

- (a) Subject to clause 15.9(c) all staff members who work an afternoon shift or night shift Monday to Friday, inclusive, are to be paid an additional allowance of 15% for all ordinary time worked on such shifts.
- (b) Subject to clause 15.9(c) all ordinary hours of duty worked by a shift worker on a weekend or a public holiday will be paid for as follows:
  - (i) between 0000 and 2400 on a Saturday - time and one-half;
  - (ii) between 0000 and 2400 on a Sunday - double time; and
  - (iii) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 24.2 .
- (c) The payments prescribed in clauses 15.9(a) and (b) shall be calculated on a majority of shift basis. This means, for example:
  - (i) if the majority of the ordinary hours of a shift which commenced on a Friday are worked on a Saturday, the whole of the shift is to be treated as having been worked on a Saturday; and
  - (ii) if the majority of the ordinary hours of a shift which commenced on a Saturday are worked on a Sunday, the whole of the shift is to be treated as having been worked on a Sunday; and
  - (iii) if the majority of the ordinary hours of a shift which commenced on a Sunday are worked on a Monday, the whole of the shift is to be treated as having been worked on a Monday.

**16. Meal breaks**

**16.1 Meal breaks - police officers**

- (a) In each ordinary working period or shift, 30 minutes will be allowed for a meal. Such 30 minutes will, as far as practicable, be allowed not earlier than 3 hours and not later than 6 hours after the commencement of the working period or shift.
- (b) A police officer may be called upon to perform duty at any time during the meal break.
- (c) Where a police officer is a commissioned officer who does not work shift work, the ordinary working hours are exclusive of one hour which will be allowed for the midday meal.

**16.2 Meal breaks - staff members - day workers**

- (a) All day workers who work in excess of 5 hours on any day shall be allowed not less than 30 minutes for an unpaid meal break between the 3rd and 6th hours of duty.
- (b) Where it is mutually agreed between QPS and a staff member that in order to maintain the continuity of work the hours of duty may be inclusive of meal times, no deduction shall be made from the employee's salary for the meal period.
- (c) Where a staff member is directed to work through their normal break the staff member shall be paid at the rate of double time for all work so performed until such time as a meal break of the usual duration can be taken or until the staff member ceases work for the day.
- (d) Where broken work in a day may be required, the time for taking a meal break shall be mutually agreed between QPS and the majority of staff members concerned.

**16.3 Meal breaks - staff members - shift workers**

All shift workers shall be allowed not less than 30 minutes for a meal break, without deduction of salary, with such break being taken at a time which maintains the continuity of work.

**17. Rest pauses - staff members performing day work or shift work**

- (a) All staff members are entitled to a paid rest pause of 10 minutes' duration in QPS's time in the first and second half of the working day, subject to the following:
  - (i) a total of 10 minutes for a staff member who works for more than 4 hours but less than 6 ordinary hours in any day; or
  - (ii) a total of 20 minutes for a staff member who works for at least 6 ordinary hours in any day.
- (b) All rest pauses shall be taken at such times as will not interfere with the continuity of work where such continuity is necessary.

**18. Overtime**

**18.1 Overtime - general**

- (a) Staff members shall work reasonable overtime whenever necessary in the opinion of the Commissioner but 24 hours' notice shall be given, where practicable, to a staff member required to work overtime.
- (b) Overtime is to be calculated to the nearest quarter of an hour.



**18.2 Payment for overtime - non-commissioned police officers**

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

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

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

**18.3 Payment for overtime - staff members performing day work**

Except as provided in clauses 8.2 and 18.3:

- (a) All authorised time worked by a staff member in excess of their ordinary daily hours of duty or outside their spread of ordinary working hours on any day, Monday to Friday, shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) All authorised overtime worked by a staff member on a Saturday shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 2 hours' work.
- (c) All authorised overtime worked by a staff member on a Sunday shall be paid at the rate of double time with a minimum payment as for 2 hours' work.
- (d) All authorised overtime worked by a staff member on the staff member's rostered day off or first or third scheduled day off during a work cycle shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 2 hours' work.
- (e) All authorised overtime worked by a staff member on the employee's second or fourth scheduled day off during a work cycle shall be paid at the rate of double time with a minimum payment as for 2 hours' work.
- (f) All authorised overtime worked by a staff member on a public holiday shall be paid at the rate prescribed in clause 24.2.
- (g) The minimum payments provided in clauses 18.3(b) to (e) shall not apply where such overtime is performed immediately preceding or following ordinary hours.

**18.4 Payment for overtime - staff members performing shift work**

- (a) Subject to clause 18.4(b), all shift workers are to be paid for all overtime at the rate of double time.
- (b) All authorised overtime worked by a shift worker on a public holiday shall be paid for at the rate prescribed in clause 24.2.

**18.5 On call - additional payments - police officers**

- (a) The provisions of clause 18.5 do not apply to:
  - (i) commissioned officers in so far as remuneration is concerned; and
  - (ii) police officers receiving the overtime considerations allowance in clause 18.2(h).
- (b)
  - (i) For the purposes of clause 18.5 **on call** means an arrangement in which a police officer is rostered or directed by a commissioned officer to be available for a minimum period of 4 hours to respond forthwith for duty outside of their ordinary working hours or shifts.
  - (ii) A commissioned officer must give reasonable consideration to a variation of an on call roster where an officer has requested an alteration because of a valid reason. Such consideration may include, but is not limited to, officers with family responsibilities.
  - (iii) Officers notified that they are on call must remain available to be contacted by telephone or paging system for all of the time that they have been advised to be on call.
- (c) Subject to clause 18.5(h) the following payments shall be made to officers on call:
  - (i) Other than a programmed day/s off or a scheduled day/s off: an officer placed on call for other than a programmed day/s off or a scheduled day/s off will be paid, for each hour or

part thereof that the officer is on call, at the rate of 7% of the hourly rate of a Senior Constable paypoint 5.

- (ii) On programmed day/s off and scheduled day/s off: an officer placed on call on a programmed day/s off or a scheduled day/s off will be paid, for each hour or part thereof that the officer is on call, at the rate of 12% of the hourly rate of a Senior Constable paypoint 5.
- (d) Payment in accordance with clause 18.5 will not be made in respect of any period for which payment is otherwise made in accordance with the provisions of clauses 18.2 or 18.7.
- (e)
  - (i) When an officer is placed on call QPS will provide a paging system for all of the time the officer has been advised to be on call.
  - (ii) An officer who owns a personal paging system may agree to allow QPS to access that system.
  - (iii) The rental on the personal paging system will be reimbursed by QPS on a *pro rata* basis for the period of time within the billing period that the officer was actually on call.
- (f) No officer can be placed on call during any period of leave.
- (g) QPS is to provide an officer with either transport, the cost of conveyance, or an allowance at the rate prescribed in clause 13.4(a) for the use of a private vehicle for any travel resulting from being on call. This payment will only apply where an officer responds for duty whilst on call and:
  - (i) travels outside their ordinary working hours; and
  - (ii) such travel is in addition to normal travel undertaken to attend for ordinary hours of work.
- (h) Where QPS extends a telephone system such that calls are extended, diverted or redirected to an officer's place of residence, that officer will be paid 50% of the on call provisions of clause 18.5(c).

#### **18.6 On call - additional payments - staff members**

- (a) Where a staff member is instructed to be available on call outside ordinary or rostered working hours the staff member will be paid, in addition to their ordinary weekly rate of pay, an allowance based upon the hourly rate of the classification of **professional officer level 3, paypoint 4** of the *Queensland Public Service Officers and Other Employees Award - State 2015* in accordance with the following scale:
  - (i) where the staff member is on call throughout the whole of a Saturday, Sunday or a public holiday: 95% of the prescribed hourly rate;
  - (ii) where a staff member is on call during the night only of a Saturday, Sunday or a public holiday: 60% of the prescribed hourly rate; and
  - (iii) where a staff member is on call on any other night: 47.5% of the prescribed hourly rate.
- (b) For the purpose of calculating the hourly rate, the divisor shall be based upon a 38 hour week and calculated to the nearest 5 cents.
- (c) For the purpose of clause 18.6, a **night** is deemed to consist of those hours falling between 1900 and 0600 or mainly between such hours.

**18.7 Recall to duty - non-commissioned police officers**

- (a) Clause 18.7 does not apply to commissioned officers.
- (b) Subject to clause 18.7(c), a police officer recalled to perform duty after completing a normal work period or shift, or recalled to perform duty whilst on annual leave, long service leave, sick leave, leave without pay, a programmed day off or a scheduled day off, will be paid at overtime rates for such duty with a minimum payment of 3 hours at overtime rates. Such duty will include time reasonably spent in travelling to and from work in relation to such recall.
- (c) At stations where not more than two officers are regularly employed, and at QPCYWAs, overtime in accordance with clause 18.7(b) will not be paid but in lieu thereof an officer will be paid the allowance prescribed in clause 18.2(h).

**18.8 Recall to duty - from on call - staff members**

- (a) **Monday to Friday** - a staff member on call being recalled to perform duty shall be paid for the time worked at the overtime rate prescribed in clauses 18.3 or 18.4, such time to be calculated as from home and back to home with a minimum payment as for 2 hours' work.
- (b) **Saturday or a Sunday** - a staff member on call being recalled to perform duty on a Saturday or a Sunday is to be paid for such overtime at the appropriate overtime rate prescribed in clauses 18.3 or 18.4 with a minimum payment as for 2 hours' work inclusive of travelling time from home and return.
- (c) **Public holiday** - a staff member on call being recalled to perform duty on a public holiday is to be paid for such overtime at the appropriate overtime rate prescribed in clause 24.2 with a minimum payment as for 4 hours' work inclusive of travelling time from home and return.
- (d) A staff member on call who undertakes duties without the need to leave the employee's place of residence shall be entitled to the following:
  - (i) where providing advice, referring callers to other staff or organisations, taking details of complaints/incidents for resolution during ordinary hours or directing other staff to attend an incident (normally no greater than 10 minutes for each occurrence) - payment at the overtime rate prescribed in clauses 18.3 or 18.4 for the actual time worked up to a maximum of 2 hours on any one day. Where at least 4 calls in this category are taken between 2200 and 0600, such calls shall be deemed to constitute a minimum of one hour's work;
  - (ii) where undertaking normal duties (e.g. correcting/resolving faults via internet, making and receiving phone calls in order to manage an incident other than provided for in clause 18.8(d)(i) above) - payment at the overtime rate prescribed in clauses 18.3 or 18.4 for the actual time worked with a minimum payment of one hour for each time the employee performs such duties. Should such employee be recalled again to perform duties separately within the minimum one hour period, no further payment shall apply.
  - (iii) the staff member will be responsible for the recording of the nature and the times of contact in respect of the types of matters mentioned in clauses 18.8(d)(i) and (ii), respectively, for subsequent verification by the Commissioner.
- (e) Any overtime payable in accordance with clause 18.8 shall be in addition to the on call allowances prescribed in clause 18.6(a).

**18.9 Recall to duty - other than from on call - staff members**

- (a) Subject to clause 18.9(c), a staff member (**other than a staff member on call**) having been recalled to perform duty shall be paid for the time worked with a minimum payment as for 2 hours for each call out at the prescribed overtime rate.
- (b) Should the staff member be called out again within that 2 hour period no further minimum payment shall apply to that work which shall be separately paid for at the applicable overtime rate until the overtime is completed.
- (c) The minimum payments prescribed in clause 18.9 will not apply:
  - (i) in cases where it is customary for a staff member to return to the job site out of hours to perform a specific task; or
  - (ii) where the overtime worked is continuous (subject to prescribed meal breaks) with the completion or commencement of ordinary working hours.

**18.10 Transport costs on recall - staff members**

Where a staff member is recalled to perform work during an off duty period the employee shall be provided with transport to and from the staff member's home or be refunded the cost of such transport.

**18.11 Fatigue leave/rest period after overtime - staff members**

- (a) A staff member who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty does occur without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of QPS, a staff member resumes or continues ordinary work without having had 10 consecutive hours off duty the staff member shall be paid double rates until released from duty and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.
- (c) The provisions of clause 18.11 shall apply to shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
  - (i) for the purposes of changing shift rosters; or
  - (ii) when a shift worker does not report for duty; or
  - (iii) where a shift is worked by arrangement between the staff member's themselves.
- (d) Clause 18.11 does not apply to staff members:
  - (i) who reside or remain at on or about their place of work and are required to perform duties on an intermittent basis outside their ordinary hours of duty; or
  - (ii) who work less than 2 hours when recalled to duty from on call (see clause 18.8), inclusive of travelling time, on one or more recalls.

**18.12 Meal breaks on overtime - staff members**

All staff members who work overtime are entitled to meal breaks and, where relevant, meal allowances as prescribed in clause 13.13.

**19. Special services performed by non-commissioned police officers**

- (a) Clause 19 does not apply to commissioned officers.
- (b) Where the Commissioner charges for police services, a police officer performing such services is entitled to the provisions of this Award for the performance of such work.
- (c) A police officer performing services as prescribed by clause 19 outside ordinary rostered hours does so voluntarily.
- (d) Such police officer may be instructed to perform services as prescribed by clause 19 during ordinary rostered hours.
- (e) Except where the provisions of clause 18.7 apply, where work performed is of one day or less duration the time worked is to be calculated from the time of departure from the station to the time of return to the station to which the police officer is ordinarily attached.
- (f) Notwithstanding the provisions of clause 19, the rights of the Commissioner to require any police officer to perform duty at any time as prescribed in clauses 15.2(e) and (f) remain unfettered.

**PART 6 - Leave of Absence and Public Holidays**

**20. Annual leave**

Annual leave is provided for in Division 3 of the QES. Clauses 20.1 to 20.3 supplement the QES.

**20.1 Payment for annual leave - police officers**

- (a) The Commissioner will grant to every police officer a period of 228 hours leave annually. Such annual leave will accrue at the rate of 19 hours for each month of service.
- (b) A police officer in the Northern and Western parts of the State will be granted 250.8 hours leave. Such annual leave will accrue at the rate of 20.9 hours for each month of service.
- (c) For the purpose of clause 20.1(b), the Northern and Western part of the State is that part of the State lying to the northward or westward of a line drawn westward from St. Lawrence to the 144th meridian of east longitude and then southward along that meridian to the southern boundary of the State, but will not include St. Lawrence. However, the northern and western part of the State will be deemed to include Alpha, Aramac, Barcaldine, Blackall, Charleville, Cunnamulla, Longreach, Quilpie and Tambo.
- (d) Annual leave is not to exceed a maximum accumulation of 456 hours, or 501.6 hours in the case of a police officer serving in the Northern and Western part of the State.
- (e) The time when annual leave is allowed will be at the discretion of the Commissioner.
- (f) When a police officer has made application for annual leave for which a police officer is eligible and such leave was deferred for operational reasons, the leave which has been deferred will be taken not later than 12 months after the date from which such leave was deferred.
- (g) A police officer may be directed to take annual leave at any time after the police officer has completed 12 months' continuous service.
- (h) Annual leave is exclusive of any of the public holidays for Labour Day, Easter Saturday and the Annual Show Day that may occur during the period of that annual leave.

- (i) The rates of accrual referred to in clauses 20.1(a) and (b) are in part satisfaction of penalty rates for work performed on all public holidays other than those referred to in clause 20.1(h) of this Award.
- (j) If the employment of a police officer ceases for any reason, all accrued annual leave will be converted into a cash equivalent. The cash equivalent will be at the rate of salary the police officer was in receipt of at the date such employment ceased with QPS.

## 20.2 Payment for annual leave - staff members

- (a) A staff member (other than a shift worker) proceeding on annual leave is entitled to receive the following payments:
    - (i) an amount equal to the salary level being paid to the staff member immediately before the staff member takes the leave for the period of such leave; and
    - (ii) a further amount equal to 17.5% of the salary payable for ordinary time in relation to the staff member's substantive position for the period of such leave.
  - (b) A non-continuous shift worker proceeding on annual leave is entitled to receive the following payment/s:
    - (i) an amount equal to the salary level being paid to the staff member immediately before the staff member takes the leave for the period of such leave calculated according to the staff member's roster or projected roster including shift, weekend or public holiday penalties; or
    - (ii) an amount equal to the salary level being paid to the staff member immediately before the staff member takes the leave for the period of such leave, plus a further amount equal to 17.5% of the salary payable for ordinary time in relation to the staff member's substantive position for the period of such leave, excluding any shift, weekend or public holiday penalties,
- whichever is the higher.
- (c) A continuous shift worker proceeding on annual leave is entitled to receive the following payment/s:
    - (i) an amount equal to the salary level being paid to the staff member immediately before the staff member takes the leave for the period of such leave calculated according to the staff member's roster or projected roster including shift, weekend or public holiday penalties; or
    - (ii) an amount equal to the salary level being paid to the staff member immediately before the staff member takes the leave for the period of such leave, excluding any shift, weekend or public holiday penalties, plus a further 27.5% of this amount,

whichever is the higher.

## 20.3 Christmas/New Year closure - staff members

- (a) Where their work location is compulsorily closed over the Christmas/New Year period, all affected staff members shall have their annual leave entitlement debited (other than a **concessional day/s**) by the number of ordinary working days, or hours in the case of part-time employees, they would ordinarily have worked between Christmas Day and New Year's Day, inclusive.
- (b) For the purposes of clause 20.3(a), **concessional day** means any day upon which a staff member is permitted to be absent on full pay without debit to any leave account as a result of a compulsory

closure of Government establishments over the Christmas/New Year period or such closure or restricted staffing as QPS determines.

- (c) Notwithstanding the provisions of clause 20.3(a), the Commissioner and a staff member may agree that a staff member may access any accrued rostered days off or TOIL during a compulsory Christmas closure period instead of having their annual leave entitlement debited.

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

## **21. Personal leave**

- (a) Personal leave is provided for in Division 4 of the QES and covers:

- (i) sick leave;
- (ii) carer's leave;
- (iii) bereavement leave; and
- (iv) cultural leave.

*Note 1: Where a directive about sick leave or bereavement leave covers a staff member, the provisions of the relevant directive apply to the staff member to the extent it provides a more generous entitlement.*

*Note 2: Where a directive about bereavement leave covers a police officer, the provisions of the directive apply to the police officer to the extent it provides a more generous entitlement.*

- (b) Clauses 21.1 and 21.2 supplement the QES.

### **21.1 Sick leave - police officers**

- (a) Police officers upon being sworn in will receive an annual credit of 114 hours (15 days) sick leave.
- (b) For police officers, entitlement to paid sick leave is subject to the following conditions:
  - (i) The police officer must produce to QPS a certificate of a duly qualified medical practitioner, specifying the nature of the police officer's illness or injury, and the period or approximate period, during which the police officer will be unable to work.
  - (ii) It is not necessary for a police officer to produce a medical certificate if the police officer's absence from work on account of illness or injury does not exceed three consecutive working days:
  - (iii) If a police officer is absent on sick leave without a medical certificate for more than an aggregate of six working days in any calendar year, then the Commissioner may require a medical certificate for all further sick leave days claimed for the remainder of that calendar year.
  - (iv) Upon provision of medical evidence to the satisfaction of the Commissioner, additional sick leave without a certificate will be granted in that calendar year for a police officer's chronic or recurring medical condition.
  - (v) The police officer must promptly notify of the police officer's illness or injury and of the approximate period during which the police officer will be unable to work prior to the



commencement of the shift. Whenever possible, such notification is to be made at least one hour prior to the commencement of the rostered shift.

- (vi) The Commissioner may require the police officer to participate in appropriate rehabilitative, counselling and/or work-related programs, to facilitate a return to normal duty. The Commissioner will provide any such programs and assist the police officer to participate, and to retain contact with the workplace.
- (vii) Paid sick leave will not be granted to a police officer suffering from an illness or injury resulting from the police officer's own wilful misbehaviour or carelessness, which could have been avoided by the taking of reasonable precautions.
- (viii) Where the Commissioner has reasonable grounds to question the reason for the absence of a police officer, the Commissioner may direct the police officer to attend at the office of a medical practitioner nominated by QPS for examination at no cost to the police officer. If the police officer advises that the police officer is unable to visit the medical practitioner due to a medical condition, the police officer will allow the medical practitioner to visit and examine the police officer, at no cost to the police officer, upon mutually agreed arrangements.

### **21.2 Sick leave - staff members**

- (a) In addition to the provisions of Subdivision 2 of Division 4 of the QES an employee is entitled to use any sick leave to which they have an entitlement for carer's leave purposes.
- (b) An employee may also elect, with the consent of QPS, to take annual leave for carer's leave purposes.
- (c) An application by a staff member for sick leave of more than three days is to be supported by a medical certificate or any other evidence that is acceptable to QPS.

## **22. Parental leave**

- (a) Parental leave is provided for in Division 5 of the QES and covers:
  - (i) birth-related leave for an employee who is pregnant or whose spouse gives birth;
  - (ii) adoption leave; and
  - (iii) surrogacy leave.
- (b) Notwithstanding the provisions of Subdivision 2 of Division 5 of the QES, all full-time and part-time employees are entitled to parental leave upon commencement of employment.
- (c) An employee who is pregnant, during the term of her pregnancy until 6 weeks before the expected date of birth of her child, or lesser period as approved by QPS, may request to work part-time or other flexible work arrangements.
- (d) An employee who has taken leave to attend compulsory interviews or examinations as part of an adoption process or who has taken leave to attend compulsory interviews or court hearings associated with a surrogacy arrangement may request that such leave be taken as paid annual leave.
- (e) In addition to the provisions of Subdivision 6 of Division 5 of the QES an employee who has returned to work on a part-time basis may seek to return to the position they held prior to commencing parental leave.

- (f) If the position mentioned in clause 22(e) no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.
- (g) QPS must make a position to which the employee is entitled available to the employee.

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

### **23. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 6 of the QES. Clause 23(b) supplements the QES.
- (b) In lieu of the provisions of section 71HB2(a) and (b) of the Act, all employees covered by this Award who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.

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

### **24. Public holidays - all employees (except commissioned officers)**

Public holidays are provided for in Division 7 of the QES. Clauses 24.1 to 24.6 supplement the QES provisions. Clause 24 does not apply to commissioned officers.

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

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

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

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

- (b) Easter Saturday

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

- (c) Labour Day

- (i) All non-commissioned police officers are entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983* to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day.

- (ii) If any non-commissioned officer works on Labour Day they will be paid a full day's wage for that day and, in addition, a payment for the time actually worked at one and a-half times the ordinary rate of pay with a minimum payment as for 4 hours' work.
- (d) Show Day
  - (i) Subject to clause 24.1(d)(ii) all work performed by a non-commissioned officer on a day appointed under the *Holidays Act 1983* to be kept as a holiday in relation to an annual agricultural, horticultural or industrial show, as specified by the relevant Minister by notification published in the *Queensland Government Gazette*, is to be paid for at the rate of double time and a-half with a minimum payment as for 4 hours' work.
  - (ii) Clause 24.1(d)(i) is not to be construed to confer on an officer an entitlement to be paid for work performed on a Show Day on more than one occasion in each calendar year.
- (e) Subject to clauses 18.2(e) and (h), a non-commissioned police officer who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the officer's ordinary working hours for that day will be paid for such time at double the overtime rate prescribed in clause 18.2(b).

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

- (a) A staff member (other than a casual) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, will be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday will, in addition to the payment prescribed in clause 24.2(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) A staff member (including a casual) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the staff member's ordinary working hours for that day will be paid for such time at double the overtime rate prescribed in clauses 18.3 or 18.4, as the case may be.
- (c) A staff member (including a casual) who would not normally be required to work on a public holiday but who is required to work on that day will be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 24.2(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.
- (e) For staff members performing shift work, the payments described in clause 24.2 shall be calculated on a majority of shift basis (see the examples at clause 15.9(c)).

#### **24.3 Equivalent time off - staff members**

- (a) Subject to clauses 24.3(b) to (d), a staff member who performs work on any public holiday, or any day appointed under the *Holidays Act 1983* to be kept in place of any such holiday, shall at the employee's option receive time off equivalent to the number of hours worked, with a minimum of 4 hours in lieu of monetary compensation.
- (b) Where a staff member elects to take equivalent time off such staff member shall in addition be paid at half the ordinary rate with a minimum payment as for 4 hours' work.

- (c) Such equivalent time off shall be taken, at a time to be mutually agreed with QPS, within 12 months of the public holiday day on which the staff member performed the work.
- (d) Where such equivalent time off is not utilised within 12 months of the date of accrual, it shall be paid out at the rate of time and one-half.

#### **24.4 Substitution - staff members**

- (a) Subject to statutory limitations (such as the time/s work may not be performed on Anzac Day) where there is agreement between the Commissioner and a staff member or staff members, another ordinary working day may be substituted for a public holiday/s.
- (b) Where a staff member is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 24.2.

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

- (a) A staff member (other than a casual) who does not ordinarily work Monday to Friday of each week is entitled to public holidays as follows:
  - (i) either payment for each public holiday or a substituted day's leave.
  - (ii) where a public holiday would have fallen on a Saturday or a Sunday (e.g. Australia Day) but is substituted for another day, a staff member who would ordinarily have worked on such Saturday or Sunday but who is not rostered to work on such day is entitled to payment for the public holiday or a substituted day's leave.
- (b) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day, a staff member required to work on Christmas Day (i.e. 25 December) is to be paid at the usual rate for work performed on a Saturday or Sunday, as the case may be, plus a loading of 50% of the ordinary hourly rate.
- (c) For the purpose of clause 24.5(a) **payment for each public holiday and a substituted day's leave** means:
  - (i) for full-time staff members, 7.6 hours at ordinary rates; and
  - (ii) for part-time staff members, the number of ordinary hours normally worked on the same day of the week on which the holiday falls.
- (d) Nothing in clause 24.5 confers a right to any staff member to payment for a public holiday as well as a substituted day in lieu.

#### **24.6 Rostered day off on a public holiday - staff members**

- (a) A staff member (other than a casual) whose rostered day off falls on a public holiday shall be paid an additional day's wage or, by mutual agreement between QPS and the staff member, be granted a day's holiday in lieu at a time to be mutually arranged, including by taking it in conjunction with annual leave.
- (b) For the purpose of clauses 24.6(a) **additional day's wage** and **a day's holiday in lieu** means:
  - (i) for full-time staff members, 7.6 hours at ordinary rates; and
  - (ii) for part-time staff members, the number of ordinary hours normally worked on the same day of the week on which the holiday falls.

- (c) Nothing in clause 24.6 confers a right to any staff member to payment for a public holiday as well as a substituted day in lieu.

## **25. Jury service**

Jury service is provided for in Division 8 of the QES.

*Note: Where a directive about court attendance or jury service covers a staff member, the provisions of the directive apply to the staff member to the extent it provides a more generous entitlement.*

## **PART 7 - Transfers, Travelling and Working Away from Usual Place of Work**

### **26. Transfers - police officers**

- (a) Every police officer who has served 3 continuous years in one of the stations listed in Schedule 3 to this Award has the option of a transfer to a station not listed.
- (b) A police officer may also opt to transfer to a station within Schedule 3.
- (c) A police officer who is transferred from one station to another will, if practicable, be given 28 days' notice of such transfer.
- (d) A police officer on transfer will be given reasonable leave to prepare for the journey and reasonable leave at the end of the journey, so as to enable such officer to pack furniture and settle into a new home.
- (e) A police officer when proceeding on transfer is exempted from the performance of escort duty.
- (f) When a police officer is transferred from one station to another, and the Commissioner has approved of such police officer effecting the transfer by means of a privately owned motor vehicle, such police officer will be allowed the following:
  - (i) one half of the per kilometre rate prescribed in clause 13.4 for each kilometre of the journey by the most practical direct route; and
  - (ii) actual and reasonable expenses for meals enroute and necessary accommodation and leave over the period taken in effecting the transfer, such period to be calculated on the basis of one day for each 500 kilometres of road travel or part thereof.
- (g) The determination of any additions or alterations to Schedule 3 will take cognisance of previous geographical provisions contained within clause 31 (Transfers) of the *Police Award - State (1988)* 129 QGIG 104.

### **27. Travelling and relieving expenses - staff members**

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

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

- (b) A staff member required to travel between their usual place of employment and a distant location, where they could not reasonably be expected to return to their place of residence overnight, is to be paid travelling time at ordinary rates up to a maximum of 8 hours per day for time spent in travelling in excess of rostered ordinary hours

## **PART 8 - Training and Related Matters**

### **28. Training, learning and development**

- (a) The parties to this Award recognise that in order to increase efficiency and productivity within QPS a greater commitment to learning and development is required.
- (b) Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills and knowledge for performance of their duties.
- (c) A consultative mechanism and procedure involving representatives of management, employees and relevant unions shall be established as determined by the Commissioner.
- (d) Following consultation, the Commissioner shall develop a learning and development strategy consistent with:
  - (i) the current and future needs of QPS;
  - (ii) the size, structure and nature of the operations of QPS; and
  - (iii) the need to develop vocational skills relevant to QPS through courses conducted wherever possible by accredited educational institutions and providers.
- (e) Learning and development may be both on-the-job or off-the-job and either internal or external to the organisation.
- (f) Learning and development provided should assist employees in obtaining accredited competencies, knowledge and skills.
- (g) All such learning and development should be directed at enabling employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled learning and development activities.

## **PART 9 - Occupational Health and Safety Matters, Equipment, Tools and Amenities**

### **29. Equipment, tools and amenities**

#### **29.1 Uniforms - police officers**

- (a) Suitable uniforms of good quality as approved by the Commissioner will be provided free of cost to an officer required to wear a uniform.
- (b) Items of uniform damaged or destroyed in the discharge of duty or which become unfit for use by reason of fair wear and tear will be replaced by QPS at no cost to the employee.

## **29.2 Barracks and lockers**

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

## **PART 10 - Union Related Matters**

### **30. Union encouragement**

- (a) The parties recognise the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- (b) An application for union membership and information on the relevant union/s will be provided to all employees at the point of engagement.
- (c) Information on the relevant union/s will be included in induction materials.
- (d) Union representative/s will be provided with the opportunity to discuss union membership with new employees.

### **31. Union delegates**

- (a) The parties acknowledge the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (b) Employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- (c) Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- (d) Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

### **32. Industrial relations education leave**

- (a) Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (b) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year, approved by the Commissioner, to attend industrial relations

education sessions.

- (c) Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the Commissioner, the relevant union and the employee.
- (d) Upon request and subject to approval by the Commissioner, employees may be granted paid time off in special circumstances to attend management committee meetings, union conferences, and ACTU Congress.
- (e) The granting of industrial relations education leave or any additional special leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of QPS/work unit concerned. At the same time, such leave shall not be unreasonably refused.
- (f) At the discretion of the Commissioner, employees may be granted special leave without pay to undertake work with their union.

### **33. Right of entry**

- (a) Authorised industrial officer
  - (i) An 'authorised industrial officer' is any union official holding a current authority issued by the Industrial Registrar.
  - (ii) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.
- (b) Entry procedure
  - (i) An authorised industrial officer may enter a workplace at which QPS carries on a calling of the officer's organisation, during QPS's business hours to exercise a power under section 373 of the Act as long as the authorised industrial officer:
    - (A) has notified QPS or QPS's representative of the officer's presence; and
    - (B) produces their authorisation, if required by QPS or QPS's representative.
  - (ii) Clause 33(b)(i) does not apply if, on entering the workplace, the officer discovers that neither QPS nor QPS's representative having charge of the workplace is present.
  - (iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
  - (iv) If the authorised industrial officer does not comply with a condition of clause 33(b)(i) the authorised industrial officer may be treated as a trespasser.
- (c) Inspection of records
  - (i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
  - (ii) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
    - (A) is ineligible to become a member of the authorised industrial officer's union; or



- (B) has made a written request to QPS that they do not want their record inspected.
  - (iii) The authorised industrial officer may make a copy of the record, but cannot require any help from QPS.
  - (iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to QPS or prospective employer that the record not be available for inspection by an authorised industrial officer.
- (d) Discussions with employees
- An authorised industrial officer is entitled to discuss with QPS, or a member or employee eligible to become a member of the union:
- (i) matters under the Act during working or non-working time; and
  - (ii) any other matter with a member or employee eligible to become a member of the union, during non-working time.
- (e) Conduct
- (i) QPS must not obstruct the authorised industrial officer exercising their right of entry powers.
  - (ii) An authorised industrial officer must not wilfully obstruct QPS, or an employee during the employee's working time.

*Note: Clause 33 - Right of entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.*

## **Schedule 1 - Generic Level Statements - Operational Stream**

### **(a) Operational officer level 1 (OO1)**

#### **Work level description**

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

#### **Characteristics of the work**

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

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

Positions at this level have no supervisory responsibility.

#### **Duties and skills**

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

### **(b) Operational officer level 2 (OO2)**

#### **Work level description**

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

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

#### **Characteristics of the work**

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

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

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

#### **Duties and skills**

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

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

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

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

(c) **Operational officer level 3 (OO3)**

**Work level description**

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

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

**Characteristics of the work**

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

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

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

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

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

**Duties and skills**

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

A sound knowledge of the operating procedures is required.

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

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

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

(d) **Operational officer level 4 (OO4)**

**Work level description**

Work at this level requires specialised knowledge within the discipline.

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

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

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

**Characteristics of the work**

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

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

**Duties and skills**

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

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

(e) **Operational officer level 5 (OO5)**

**Work level description**

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

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

Management of large work groups may be a factor.

**Characteristics of the work**

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

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

**Duties and skills**

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

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

(f) **Operational officer levels 6 and 7 (OO6 & OO7)**

**Work level description**

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

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

**Characteristics of the work**

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

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

**Duties and skills**

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

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

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

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

## Schedule 2 - Supported Wage System

**S2.1** This Schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the supported wage system.

**S2.2** In this Schedule:

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

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

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

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

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

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

### S2.3 Eligibility criteria

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

### S2.4 Supported wage rates

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

Assessed capacity (see clause S2.5) %	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

- (b) The minimum amount payable must be not less than \$81 per week.

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

### **S2.5 Assessment of capacity**

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

### **S2.6 Review of assessment**

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

### **S2.7 Other terms and conditions of employment**

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

### **S2.8 Workplace adjustment**

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

### **S2.9 Trial period**

- (a) In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (c) The minimum amount payable to the employee during the trial period must be no less than the amount prescribed in clause S2.4(b).
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause S2.5.

**Schedule 3 - Stations Where Transfer Attracts Special Conditions**

Adavale	Farleigh	Mount Garnet
Alpha	Finch Hatton	Mount Molloy
Aramac	Forsayth	Mount Surprise
Atherton	Georgetown	Mourilyan
Augathella	Giru	Mt Isa
Aurukun	Glenden	Mundingburra
Ayr	Gordonvale	Mungindi
Ayton	Greenvale	Muttaborra
Babinda	Halifax	Nebo
Bamaga	Herberton	Normanton
Barcaldine	Home Hill	Palm Island
Bedourie	Hughenden	Pentland
Birdsville	Hungerford	Pormpuraaw
Blackall	Ilfracombe	Port Douglas
Bollon	Ingham	Prairie
Bouli	Innisfail	Prosperine
Bowen	Isisford	Ravenshoe
Burketown	Jericho	Richmond
Cairns	Julia Creek	Rollingstone
Calen	Jundah	Sarina
Camooweal	Karumba	Silkwood
Cardwell	Kirwan	Smithfield
Carmila	Kowanyama	South Johnston
Charters Towers	Kuranda	St George
Chillagoe	Kynuna	St Lawrence
Clare	Laura	Stuart
Cloncurry	Lockhart River	Tambo
Coen	Longreach	Thargomindah
Collinsville	Mackay	Thursday Island
Cooktown	Magnetic Island	Torrens Creek
Croydon	Malanda	Tully
Dajarra	Mareeba	Walkerston
Dimbulah	Marian	Weipa
Doomadgee	McKinlay	Whitsunday
Edmonton	Millaa Millaa	Windorah
Einasleigh	Mingela	Winton
El Arish	Mirani	Yarrabah
Eromanga	Moranbah	Yungaburra
Eton	Mornington Is	
Eulo	Mossman	



**Schedule 4 - Locality Allowance Locations and Rates - Police Officers**

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

Queensland Police Service Employees Award - State 2016

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

Queensland Police Service Employees Award - State 2016

<b>Centre</b>	<b>Full rate per fortnight \$</b>	<b>Centre</b>	<b>Full rate per fortnight \$</b>
Lakes Creek	26.60	Mount Garnet	99.30
Laura	229.60	Mount Larcom	30.60
Lockhart River	329.50	Mount Molloy	76.30
Longreach	113.90	Mount Morgan	35.80
Mackay	29.00	Mount Perry	26.90
Mackay Northern Beaches	29.00	Mount Surprise	132.60
Macleay Island	42.20	Moura	71.20
Magnetic Island	73.50	Mourilyan	73.30
Malanda	78.10	Mt Isa	91.60
Many Peaks	38.30	Mulgildie	36.70
Mareeba	67.00	Mundubbera	43.40
Marian	34.80	Mungallala	76.50
Marlborough	52.10	Mungindi	108.90
Marmor	34.60	Murgon	32.50
McKinlay	153.20	Muttaburra	142.80
Meandarra	53.10	Nanango	26.70
Middlemount	96.00	Nebo	53.70
Miles	58.70	Normanton	259.20
Millaa Millaa	84.50	North Rockhampton	26.60
Mingela	66.60	Palm Island	103.70
Mirani	37.30	Pentland	113.10
Miriam Vale	36.50	Point Lookout	69.80
Mission Beach	101.10	Port Douglas	66.30
Mitchell	69.90	Prairie	144.70
Monto	34.30	Proserpine	58.80
Moranbah	60.00	Proston	39.10
Mornington Island	352.40	Quilpie	114.50
Morven	108.10	Ravenshoe	86.90
Mossman	68.30		

Queensland Police Service Employees Award - State 2016

<b>Centre</b>	<b>Full rate per fortnight \$</b>	<b>Centre</b>	<b>Full rate per fortnight \$</b>
Richmond	168.00	Thursday Island	286.20
Rockhampton	26.60	Tieri	87.20
Rolleston	109.30	Torrens Creek	132.70
Rollingstone	55.50	Townsville	43.40
Roma	46.70	Tully	94.80
Rosedale	20.70	Walkerston	31.00
Russell Island	42.20	Wallangarra	36.60
Sarina	36.80	Wallumbilla	54.80
Seaforth	38.50	Wandoan	76.30
Silkwood	78.40	Warra	24.60
Smithfield	52.70	Weipa	194.60
South Johnstone	74.40	Westwood	36.60
Springsure	81.10	Windorah	207.90
St. George	78.90	Winton	151.40
St. Lawrence	67.80	Wondai	28.50
Stanthorpe	27.70	Woorabinda	116.20
Stuart	44.90	Wowan	46.30
Surat	63.80	Wujal Wujal	210.35
Talwood	72.50	Wyandra	111.50
Tambo	134.50	Yaraka	182.40
Tannum Sands	27.50	Yarrabah	63.50
Tara	36.30	Yarraman	30.80
Taroom	107.90	Yelarbon	50.70
Texas	54.80	Yeppoon	34.30
Thallon	97.80	Yuleba	59.20
Thargomindah	198.60	Yungaburra	76.30
Theodore	82.70		

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

### **S5.1 Directives which apply as a term of this Award - police officers**

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

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

### **S5.2 Directives referenced in the body of the Award and which apply by operation of the Directive itself - staff members**

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

### **S5.3 Directives which apply as a term of this Award - staff members**

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

- Higher duties

By the Commission,  
[L.S.] J. STEEL,  
Industrial Registrar