

KITTO.SUZANNEM[CTDFVCOI]
7/18/22

RENUMERATION FOR NORTH QLD INCENTIVES

Source/s and Eligibility Details	Allowance or Payment and Type	Brief Description	
EB9 clause 26	Area Allowance	Payable as from 1 July 2008 for officers at the following centres subject to appointment and leave conditions.	\$11,766 pa paid at \$451.00 per fortnight
		Northern Region: Aurukun, Bamaga, Doomadgee, Kowanyama, Lockhart River, Mornington, Island, Palm Island, Pormpuraaw, Yarrabah, Wujal Wujal, and Hopevale	
		Central Region: Cherbourg and Woorabinda	
QPS-EB9, clause 35,	Locality Allowance	<p>Locality allowances will be paid, to officers stationed in localities distant from the capital city to cover the increased cost of living, climatic conditions of isolation.</p> <p>Locality Allowance</p> <ul style="list-style-type: none"> • Payable when appointed to one of the centres listed in 'Locality Allowance Rate & Centres'. • The Locality Allowances Directive outlines the conditions, including when entitled to full or half payment: <ul style="list-style-type: none"> ○ Full rate: employee has a dependent spouse, dependent de facto spouse or dependent child ○ Half rate: employee does not have a dependent spouse, dependent de facto spouse or dependent child 	

KITTO.SUZANNEM[CTDFVCOI]
7/18/22

RENUMERATION FOR NORTH QLD INCENTIVES

2020/05 QPS HR Policy	Rural Locality Incentive Allowance	<p>Paid to police officers who perform duty in designated locations.</p> <p>Northern Region</p> <p>Coen, Laura, Croydon, Mt Surprise, Forsayth, Thursday Island, Georgetown, Prairie, Greenvale, Richmond, Horn Island, Torrens Creek, Hughenden, Weipa.</p> <p>All locations in Mt Isa District where the Area Allowance* does not apply</p>	<p>Annual Payment Amounts</p> <p>YEAR AMOUNT</p> <p>1 \$ 2,000</p> <p>2 \$ 3,000</p> <p>3 and subsequent years \$ 5,000</p>																																										
QPS-EB9, Staff Member – Conditions of Employment. Part 4 Allowances, 4.4	Locality Allowance Police Liaison Officers	As from date of certification of this Agreement, Locality Allowance as per clause 35 of this Agreement will be paid to Police Liaison Officers.																																											
QPS-EB9, clause 51,	Torres Strait Island Police Support Officer Supervisor Allowance	The Sergeant (Cross Cultural Liaison Officer) position at Thursday Island will be paid a fortnightly allowance of 20% of the officer’s base rate of pay.	20% of officer’s base fortnightly salary																																										
QPS-EB9, Appendix 1	Pay Scale for Constable and Senior Constable	<p>Pay scales Police – as of 1/01/2022</p> <table><thead><tr><th></th><th><i>Per Fortnight</i></th><th><i>Per Annum</i></th></tr></thead><tbody><tr><td colspan="3">Constable</td></tr><tr><td>1</td><td>2,488.40</td><td>64,921</td></tr><tr><td>2</td><td>2,600.20</td><td>67,837</td></tr><tr><td>3</td><td>2,711.70</td><td>70,746</td></tr><tr><td>4</td><td>2,823.10</td><td>73,653</td></tr><tr><td>5</td><td>2,978.90</td><td>77,717</td></tr><tr><td>6</td><td>3,107.30</td><td>81,067</td></tr><tr><td colspan="3">Senior Constable</td></tr><tr><td>1</td><td>3,107.30</td><td>81,067</td></tr><tr><td>2</td><td>3,178.90</td><td>82,935</td></tr><tr><td>3</td><td>3,252.10</td><td>84,845</td></tr><tr><td>4</td><td>3,327.30</td><td>86,807</td></tr><tr><td>5</td><td>3,403.30</td><td>88,790</td></tr></tbody></table>		<i>Per Fortnight</i>	<i>Per Annum</i>	Constable			1	2,488.40	64,921	2	2,600.20	67,837	3	2,711.70	70,746	4	2,823.10	73,653	5	2,978.90	77,717	6	3,107.30	81,067	Senior Constable			1	3,107.30	81,067	2	3,178.90	82,935	3	3,252.10	84,845	4	3,327.30	86,807	5	3,403.30	88,790	<p>Average Pay</p> <p>Constable</p> <p>\$2905.25 per fortnight</p> <p>\$72657.00per Year</p> <p>Senior Constable</p> <p>\$3448.42 per fortnight</p> <p>\$89967.00 per year</p>
	<i>Per Fortnight</i>	<i>Per Annum</i>																																											
Constable																																													
1	2,488.40	64,921																																											
2	2,600.20	67,837																																											
3	2,711.70	70,746																																											
4	2,823.10	73,653																																											
5	2,978.90	77,717																																											
6	3,107.30	81,067																																											
Senior Constable																																													
1	3,107.30	81,067																																											
2	3,178.90	82,935																																											
3	3,252.10	84,845																																											
4	3,327.30	86,807																																											
5	3,403.30	88,790																																											

KITTO.SUZANNEM[CTDFVCOI]
7/18/22

RENUMERATION FOR NORTH QLD INCENTIVES

		6 3,481.50 90,830 7 3,561.90 92,927 8 3,643.80 95,064 9 3,727.30 97,243 10 3,800.80 99,160	
QPS-EB9, Appendix 1	Pay Scale for PLO and TSIPSO	Pay scales of Police Liaison Officers and Torres Strait Island Police Support Officer as of 1/01/2022 <i>Per Fortnight Per Annum</i> Level 3 1 2,244.10 58,547 2 2,295.60 59,891 3 2,348.50 61,271 4 2,403.10 62,695 Level 4 1 2,506.90 65,403 2 2,587.80 67,514 3 2,669.90 69,656 4 2,751.60 71,787 Level 5 1 2,824.00 73,676 2 2,917.90 76,126 3 3,012.70 78,599 4 3,106.90 81,057 Level 6 1 3,243.80 84,628 2 3,330.10 86,880 3 3,416.60 89,137	Average Pay \$2777.30 per fortnight \$72458.00 per year
Leave Police Officers Standard s26	Isolation Leave	<ul style="list-style-type: none"> Police Officers working in isolated areas are entitled to five extra days of leave per year. <i>Schedule for locations considered isolated in s26 Leave Police Officers Standard</i> <i>In relation to COVID Leave - accrued isolation leave entitlements due to be taken between 1 January 2020 and</i>	

KITTO.SUZANNEM[CTDFVCOI]
7/18/22

RENUMERATION FOR NORTH QLD INCENTIVES

		<i>31 December 2020 can be maintained and utilised within an additional twelve months past the normal utilisation date</i>	
Leave Police Officers Standard s27	Travel Concessions for Isolation Leave	<p>Eligible police officers are entitled to one return airfare per year for themselves, spouse and dependent children to a designated major Queensland coastal centre.</p> <ul style="list-style-type: none"> • Plus, one return airfare to Brisbane, or equivalent fares to any other centre within the state for each year that the police officer is stationed in an isolated centre. • The travel concessions are non-cumulative, provided that the flights are taken or cashed out where applicable within 12 months following the year of accrual. • Officers can elect to use Private motor vehicle or alternative transport as long as cost is equivalent or less airfare value 	
Lease Staff member Standard S23 & Leave and Travel Concessions – Isolated Centres Directive,	Isolation Leave	<p>This Directive applies to public service officers. This includes PLO and TIPSOs</p> <p>This directive does not apply to –</p> <ul style="list-style-type: none"> • employees engaged under section 147 of the Public Service Act 2008; or • employees engaged under section 148 of the Public Service Act 2008. <p>Eligible for isolated centre per the Leave and Travel Concessions – Isolated Centres Directive, are entitled to the leave benefits</p> <ul style="list-style-type: none"> • additional leave concession is five working days each year, non-cumulative 	
Lease Staff member Standard S23 & Leave and Travel Concessions – Isolated Centres	Travel Concessions for Isolation Leave	<p>Eligible for one return airfare per year for themselves, spouse and dependent children to a designated major Queensland coastal centre.</p>	

KITTO.SUZANNEM[CTDFVCOI]
7/18/22

RENUMERATION FOR NORTH QLD INCENTIVES

Directive,		<ul style="list-style-type: none">• Plus, one return airfare to Brisbane, or equivalent fares to any other centre within the state for each year that the police officer is stationed in an isolated centre.• The travel concessions are non-cumulative, provided that the flights are taken or cashed out where applicable within 12 months following the year of accrual.• Can elect to use Private motor vehicle or alternative transport as long as cost is equivalent or less airfare value	
------------	--	--	--

Support Documents

- QPS Cert Agreement 2019
- QPS Info Sheet Locality Allowance Rates
- Rural Locality Incentive Payment Policy
- Leave Standard Police Officers
- Leave Standard Staff Members
- 1418-leave-and-travel-concessions-isolated-centres
- Extract Public Service Act 2008

DIRECTIVE 14/18*Supersedes: 14/08***Minister for Industrial Relations Directive:
Leave and Travel Concessions – Isolated Centres****1. Purpose:**

These arrangements are in recognition of the need for officers and their families to relieve the hardship and disabilities associated with living in remote and isolated areas of the state.

2. Effective date: 11 May 2018**3. Legislative authority:**

Section 54(1) of the *Public Service Act 2008*.

Sections 51 and 52 of the *Public Service Act 2008* and section 941 of the *Industrial Relations Act 2016* apply if there is a conflict with an act, regulation or industrial instrument.

4. Application:

This Directive applies to public service officers.

This directive **does not apply** to –

- employees engaged under section 147 of the *Public Service Act 2008*; or
- employees engaged under section 148 of the *Public Service Act 2008*.

5. Previous references:

- 14/08, 5/04, 6/02, 15/01: “*Leave and Travel Concessions – Isolated Centres*”
- Circulars 4/92, 3/89 “*Isolated Leave and Travel Concessions*”
- Administrative Arrangement operative from 1 January 1984 (superseding earlier versions)

6. Related information:

- Directive: “*Transfer and Appointment Expenses*”

DIRECTIVE

SCHEDULE A – LEAVE AND TRAVEL CONCESSIONS

GENERAL CONDITIONS

7. Eligibility

- 7.1 These leave and travel concessions apply to public service officers (**referred to as “officers” in this directive**) who work at eligible isolated centres (as outlined at Schedule D in this directive). Provided that Schedule C does not have application to those teachers engaged by the Department of Education who receive entitlements in accordance with the Department of Education Remote Area Incentives Scheme.

8. Entitlement

- 8.1 The concessional arrangements described in this Directive are available to officers every twelve months on the anniversary of the officer's date of commencement at the isolated centre and must be taken within twelve (12) months following year of accrual.
- 8.2 The chief executive may grant the concessions at any time during each year of service (i.e. during the year of accrual) at the isolated centre. This discretion is exercised by taking into account the particular circumstances of each case and the length of time the officer has spent at the isolated centre.
- 8.3 Only the first three (3) months of any continuous unpaid leave period shall be recognised as service for purposes of accrual of leave and travel concessions. Where continuous unpaid leave periods exceed three (3) months, the officer's anniversary date for accrual of leave and travel concessions shall be adjusted accordingly.

9. Definitions

- 9.1 “dependant children” or “dependant child” has the same meaning as that prescribed in the Ministerial Directive on Locality Allowances and shall only apply to those dependant children aged under 21 years of age residing with the officer for at least 50% of the year, excluding that time spent in attendance at boarding school or another educational institution.
- 9.2 “spouse” means a spouse residing with the officer, and does not include a former spouse.
- 9.3 “FTE” means Full Time Equivalent

SCHEDULE B – LEAVE CONCESSIONS**10. Category**

10.1 The conditions in this Schedule apply to officers of the public service including the teaching service.

11. Concessions

11.1 The additional leave concession is five working days each year, non-cumulative.

12. Entitlement

12.1 Leave may be granted to transact business, receive dental treatment, attend specialist appointments and undertake other personal matters that cannot be attended to in the centre.

12.2 Such leave may be taken either separately from or conjointly with recreation leave or long service leave and is subject to conditions as determined by the chief executive. Provided that the leave must be taken within twelve (12) months following the year of accrual.

12.3 In the case of teachers this concession is not to be taken conjointly with vacation periods.

12.4 The additional leave concession prescribed in this Schedule applies to part-time officers on a *pro rata* basis.

SCHEDULE C – TRAVEL CONCESSIONS

13. Entitlement

- 13.1 Officers employed under section 119 of the *Public Service Act 2008*, the spouse, and any dependant children of the officer are eligible for travel concessions in accordance with this Schedule. Provided that this Schedule does not have application to those teachers engaged by the Department of Education who receive entitlements in accordance with the Department of Education Remote Area Incentives Scheme.
- 13.2 The eligibility of the officer's child or children to travel concessions in accordance with this Schedule shall be based on "dependency", including age, existing as at the time of proposed travel.

14. Air Fares

- 14.1 One return air fare each year from the centre of appointment to the designated major coastal centre (see Schedule D for eligible centres). This is non-cumulative.
- 14.2 In addition one return air fare each year from the centre of appointment to Brisbane or equivalent fares to any other centre within the state. This is non-cumulative.
- 14.3 Where the officer and spouse are both employed in eligible centres, as provided for in these arrangements, only one set of travel arrangements apply.
- 14.4 There is no requirement for any member of the officer's family to utilise the concessional travel at the same time as the officer.
- 14.5 Any dependant child not residing at the isolated centre and attending boarding school or another educational institution is to be allowed concessional travel from the boarding school or educational institution to the selected destination and return provided that –
- the travel is taken at the same time the officer and/or the officer's family undertakes the concessional travel; and
 - the cost does not exceed the travel costs that would have been incurred had the child been resident at the isolated centre.
- 14.6 In lieu of travel to the selected destination at the same time the officer and/or the officer's family undertakes the concessional travel, a dependant child not residing at the isolated centre, may be allowed concessional travel from the boarding school or educational institution to the officer's centre of appointment.
- 14.7 Where appropriate air services are not available from the centre of appointment, a motor vehicle allowance, similar to that payable to officers on transfer, is payable for the distance travelled for the forward and return journeys from the centre of appointment to the nearest air terminal.
- 14.8 Part-time officers, together with the spouse and any dependant children, are eligible for travel concessions on a pro rata basis. Such travel concessions shall be provided through a cash payment to the officer. Such cash payment shall be calculated on a pro rata basis (eg. a part-time officer at .5 FTE would receive cash payment equivalent to half the cost of the full airfare – including GST) and be subject to the provision of satisfactory documentary evidence (e.g. copy of air tickets or other airline confirmation documentation) as proof of purchase of the air ticket/s. Where an officer chooses to cash in any entitlement before any travel is undertaken, the cashing in provisions contained in this Schedule shall apply on a pro rata basis.

15. Private Motor Vehicle

- 15.1 Where an officer, spouse or dependant child chooses to use a private motor vehicle instead of air travel the officer, spouse or dependant child is entitled to –

- A motor vehicle allowance; and
- Overnight accommodation and meals,

for the distance travelled from the centre of appointment to the applicable destinations and return. This is on the same basis as that applicable to officers on transfer using their private motor vehicle (Ministerial Directive: *Transfer and Appointment Expenses*) subject to the total cost not exceeding the costs of air fares (excluding GST).

- 15.2 The air fares allowable in terms of this approval and all payments relating to them is to be based on any GST-exclusive special rate negotiated by the department with an approved carrier and should not exceed economy air fare rates (excluding GST) where applicable.

16. Alternative transport

- 16.1 The chief executive may approve travel expenses for an officer, spouse or dependant child where the officer, spouse or dependant child wants to use other forms of transport instead of air travel or private motor vehicle. Approval is based on actual travel expenses incurred from the centre of appointment to the applicable destination and return provided that the cost (excluding GST) does not exceed the cost of air fares (excluding GST), and subject to the production of GST compliant invoices/receipts.
- 16.2 The air fares allowable in terms of this approval and all payments relating to them is to be based on any GST-exclusive special rate negotiated by the department with an approved carrier and should not exceed economy air fare rates (exclusive of GST) where applicable.

17. Cash payment instead of travel

- 17.1 Where an officer applies to cash in an entitlement to return air fares before any travel is undertaken, the air fare entitlement for the officer only may be cashed in. The chief executive may approve payment in lieu of travelling expenses not exceeding the cost of air fares.
- 17.2 The air fares allowable in terms of this approval and all payments relating to them is to be based on any GST-exclusive special rate negotiated by the department with an approved carrier and should not exceed economy air fare rates (excluding GST) where applicable.
- 17.3 The payment of cash in lieu of air fare concessions (officer only) does not preclude other members of the officer's family possibly being eligible for concessions.
- 17.4 Applications for the cashing in of travel concessions are subject to such conditions as the chief executive determines. This may include constraints such as the timing and form of the application.
- 17.5 Where a part-time officer chooses to cash in any entitlement before any travel is undertaken, the cashing in provisions contained in this Schedule shall apply on a pro rata basis (e.g. a part time officer at .5 FTE would receive cash payment equivalent to half the cost of the officer only GST-exclusive special rate airfare).

18. Transfer of travel concessions

- 18.1 Where the officer wants to transport close family members to the centre of appointment instead of outward travel, the chief executive may permit the transfer of travel concessions applicable to the officer and the officer's spouse only.
- 18.2 The application of provisions relating to visits by close family members is to be administered by chief executives with discretion to meet particular circumstances. Close family members generally refer to parents, children, brothers and sisters.

SCHEDULE D – ELIGIBLE CENTRES

Isolated Centres		Designated Major Coastal Centres
	Adavale	Brisbane
*	Aramac	NIL
*	Arcadia Valley	NIL
*	Auburn River	NIL
*	Augathella	NIL
	Aurukun	Cairns
	Badu Island	Cairns
	Bamaga	Cairns
‡	Bedourie	Brisbane or Rockhampton
*	Begonia	NIL
	Birdsville	Brisbane
	Bloomfield River	Cairns
	Boigu Island (AKA Malu Kiwai)	Cairns
‡	Boulia	Brisbane or Rockhampton
	Burketown	Cairns
*	Cadarga	NIL
*	Cameron Downs	NIL
	Camooweal	Townsville
*	Chillagoe	NIL
	Coconut Island	Cairns
	Coen	Cairns
	Cooktown	Cairns
	Croydon	Cairns
*	Cunnamulla	NIL
	Dajarra	Townsville
	Darnley Island	Cairns
	Dauan Island	Cairns
	Doomadgee	Cairns
	Duchess	Townsville
*	Einiasleigh	NIL
	Eromanga	Brisbane
*	Eulo	NIL
*	Evesham	NIL
*	Forsayth	NIL
*	Georgetown	NIL
*	Hebel	NIL
	Hopevale	Cairns
	Horn Island	Cairns
	Hungerford	Brisbane
*	Isisford	NIL
*	Jericho	NIL
	Jessica Point	Cairns
*	Julia Creek	NIL
‡	Jundah	Brisbane or Rockhampton
	Karumba	Cairns
*	Kilcummin	NIL
	Kowanyama	Cairns
	Kubin	Cairns
	Kynuna	Townsville
	Lakeland	Cairns
	Laura	Cairns
	Lawn Hill	Townsville

*	Lochington	NIL
	Lockhart River	Cairns
	Mabuiag Island	Cairns
	Mapoon	Cairns
*	Mistake Creek	NIL
	McKinlay	Townsville
	Mali Kiwai (AKA Boigu Island)	Cairns
	Moa Island	Cairns
	Mornington Island	Cairns
*	Mount Surprise	NIL
	Murray Island (AKA Mer)	Cairns
*	Muttaborra	NIL
	Noccundra	Brisbane
	Normanton	Cairns
*	Orion	NIL
	Palm Island	Townsville
*	Peek-a-Doo	NIL
	Pormpuraaw (formerly Edward River)	Cairns
*	Quilpie	NIL
*	Richmond	NIL
*	Rocky Crossing	NIL
	Rossville	Cairns
	Saibai Island	Cairns
	St Pauls	Cairns
*	Stamford	NIL
	Stephen Island	Cairns
‡	Stonehenge	Brisbane or Rockhampton
*	Tambo	NIL
*	Teelba	NIL
	Thargomindah	Brisbane
	Thursday Island	Cairns
*	Tresswell	NIL
	Urandangi	Townsville
	Warraber Island	Cairns
	Weipa	Cairns
‡	Windorah	Brisbane or Rockhampton
*	Winton	NIL
*	Woorabinda	NIL
	Wujal Wujal	Cairns
*	Wyandra	NIL
*	Wycombe	NIL
	Yam Island	Cairns
‡	Yaraka	Brisbane or Rockhampton
*	Yellowbank Junction	NIL
	Yorke Island	Cairns
	Yowah	Brisbane

Notes:

* Officers at the centres marked with an asterisk are eligible for the leave concession only.

‡ Where direct flights to Rockhampton from the nearest air terminal do not occur, the designated coastal centre shall be Brisbane.

138 Action because of surplus

- (1) This section applies if the chief executive of a department believes a public service employee is surplus to the department's needs because—
 - (a) more employees are employed in the department than it needs for the effective, efficient and appropriate performance of its functions; or
 - (b) the duties performed by the employee are no longer required.
- (2) The chief executive must take the action required under a directive.

Part 5

General, fixed term temporary and casual employees

147 Employment of general employees

- (1) A chief executive may employ a person as a general employee to perform work of a type not ordinarily performed by a public service officer.
- (2) The employment may be—
 - (a) on tenure or a temporary basis for a fixed term and full-time or part-time; or
 - (b) on a casual basis.
- (3) A person employed under this section does not, only because of the employment, become a public service officer.
- (4) Subsections (1) and (2) are subject to a directive about general employees.

148 Employment of fixed term temporary employees

- (1) A chief executive may employ a person (a *fixed term temporary employee*) for a fixed term to perform work of a type ordinarily performed by a public service officer, other

than a chief executive or senior executive officer, if employment of a person on tenure is not viable or appropriate, having regard to human resource planning carried out by the chief executive under section 98(1)(d).

- (2) Without limiting subsection (1), employment of a person on tenure may not be viable or appropriate if the employment is for any of the following purposes—

- (a) to fill a temporary vacancy arising because a person is absent for a known period;

Examples of absences for a known period—

approved leave (including parental leave), a secondment

- (b) to perform work for a particular project or purpose that has a known end date;

Examples—

employment for a set period as part of a training program or placement program

- (c) to fill a position for which funding is unlikely or unknown;

Examples—

employment relating to performing work for which funding is subject to change or is not expected to be renewed

- (d) to fill a short-term vacancy before a person is appointed on tenure;

- (e) to perform work necessary to meet an unexpected short-term increase in workload.

Example—

an unexpected increase in workload for disaster management and recovery

- (3) Also, without limiting subsection (1), employment on tenure may be viable or appropriate if a person is required to be employed for a purpose mentioned in subsection (2) on a frequent or regular basis.

Example—

an ongoing requirement to backfill multiple absences because of approved leave (including parental leave) or secondments

- (4) The employment may be full-time or part-time.
- (5) A person employed under this section does not, only because of the employment, become a public service officer.
- (6) The commission chief executive may make a directive about employing fixed term temporary employees under this section.

148A Employment of casual employees

- (1) A chief executive may employ a person on a casual basis to perform work of a type ordinarily performed by a public service officer, other than a chief executive or senior executive, if employment of a person on tenure or as a fixed term temporary employee is not viable or appropriate.
- (2) A person employed under this section does not, only because of the employment, become a public service officer.
- (3) The commission chief executive must make a directive about the employment of casual employees employed under this section or section 147, including the circumstances in which employment of a person on tenure or as a fixed term temporary employee is not viable or appropriate.

149 Fixed term temporary employees and casual employees may ask for review of status after 1 year of continuous employment

- (1) This section applies to a person who is a fixed term temporary employee or casual employee, if the person has been continuously employed in the same department for 1 year or more.
- (2) However, this section does not apply to a non-industrial instrument employee.
- (3) The person may ask the department's chief executive to decide whether to—
 - (a) continue the person's employment according to the terms of the person's existing employment; or



2021/01

Leave Standard: Police Officers

Uncontrolled when printed.

This document is maintained in electronic form. The approved version of this document is located on the QPS intranet page.
It is the responsibility of the user to verify this copy is the latest version.

Classified as OFFICIAL



Contents

1. Purpose	3
2. Overview	3
3. Legislation, Industrial Instruments and Rulings	3
4. Delegations	3
5. Responsibilities – Delegated Officers	3
6. Leave Applications	4
7. Reporting Unplanned Absences	4
8. Documentation	4
9. Attendance at Court	4
10. Full Day/Part Day Absences	5
11. Payment in Advance	5
12. Cancelling Leave and Recall to Duty	5
13. Recreation Leave	5
14. Sick Leave	7
15. Long Service Leave	9
16. Emergency/Compassionate Leave	9
17. Bereavement Leave	10
18. Carer's Leave	10
19. Australian Defence Force Reserve Leave	12
20. Attendance to Union Business	14
21. Special Leave without Salary	14
22. Critical Incident Leave	14
23. Career Break Leave	15
24. Sporting Leave	18
25. Election and Local Government Leave	19
26. Isolation Leave	19
27. Travel Concessions for Isolation Leave	21
28. Purchased Leave	24
29. Leave to Attend a Pre-Retirement Planning Seminar	27
30. Transfer of Leave Balances (within the Service)	27
31. Floods, Cyclonic Disturbances, Severe Storms or Bushfires	27
32. Emergency Services Leave	28
33. References	29
34. Definitions	29



1. Purpose

This Standard sets out details relevant to police officer leave entitlements, conditions and arrangements. Parental Leave entitlements are set out in the Parental Leave policy and applicable Directive.

This Standard does not apply to the Commissioner, Deputy Commissioners and Assistant Commissioners.

2. Overview

Specific police officer leave entitlements are set out in the relevant industrial instruments and applicable Directives issued under the Public Service Act 2008, and in this Standard.

Leave entitlements for part-time employees are calculated on a pro-rata basis, unless otherwise provided for in the applicable industrial instrument or Service policy.

The Service recognises that recreation leave is leave given to employees to specifically utilise for recuperation purposes and all employees should note the requirements of section 13.3 below regarding managing recreation leave balances. This is consistent with the duty of care on the Service to ensure the safety and wellbeing of officers and that fatigue is effectively managed.

A [Leave Reference Table](#) is available which sets out where further details on leave entitlements can be found and provides links to source documents (Directives, Certified Agreements etc.)

3. Legislation, Industrial Instruments and Rulings

The following legislation and industrial instruments, as varied from time to time, provide the framework and minimum leave entitlements for police officers:

- [Queensland Police Service Employees Award – State 2016](#)
- [Queensland Police Service \(QPS\) Certified Agreement 2019](#)
- [Industrial Relations Act 2016](#)

4. Delegations

Approval authorities are set out in the Human Resources Delegations and Approvals schedule.

5. Responsibilities – Delegated Officers

Delegated Officers are to ensure that:

- at the commencement of each financial year and by 31 August managers should review all leave balances of officers in their work unit and discuss with officers about appropriate ways to ensure excess recreation leave remains under allowable limits. The Certified Agreement refers to circumstances when excess recreation leave balances may be considered;
- absences on leave are properly managed;
- leave granted is compatible with the operational needs of the relevant work area and where practicable, the individual circumstances of police officers;
- relevant documentation relating to leave applications is provided by police officers;
- timely notice is given to the police officers regarding approval or non-approval of leave;



- applications for leave are not unreasonably refused especially where leave is requested in relation to a bereavement, family needs, cultural leave; and
- applications for ADF Reserve leave and other non-discretionary leave are approved, where an entitlement exists.

In exercising leave approval authorities, the following limitations apply:

- approval of leave is conditional upon confirmation that an entitlement exists to the leave requested and the employee has (or will have) the necessary accrued balance; and
- approval of leave may be subject to conditions determined by the Commissioner, Deputy Commissioner, and/or an Assistant Commissioner/Executive Director.

6. Leave Applications

Police officers are to submit applications for recreation leave to their Delegated Officer in accordance with the Annual Action Plan outlined at section 13.3 below. Timely notice of unplanned recreation leave or the intended commencement date of planned recreation leave must be provided.

In accordance with section 13.3 below, police officers are to plan their recreation leave for each financial year remaining under allowable excess recreation leave limits.

Unless otherwise provided for, leave applications are to be submitted electronically (see Employee Self Service (ESS) on the QPS intranet).

Police officers are required to provide a contactable address on leave applications.

Should a situation exist where a police officer is incapable, due to illness/injury, of completing a leave application, the Delegated Officer may submit an Application for Leave form on the employee's behalf.

For career break leave applications, see section 23.

7. Reporting Unplanned Absences

Unless there are compelling reasons that prevent a police officer from doing so, police officers are to report sick leave absences, including the use of sick leave for carer's leave purposes to their supervisor as soon as possible and not less than one hour prior to the scheduled commencement of duty.

Should an officer fail to report for work or to report an absence, the supervisor is to make arrangements for contact to be made with the police officer. For further information, refer to the Managing Absence Policy (currently under review, contact [Safety and Wellbeing](#)).

8. Documentation

Where documentation is required to support leave applications, it is to be provided to the Delegated Officer in a timely manner and filed locally. Documentation to support leave applications includes, but is not limited to, medical certificates (e.g. for sick leave); death certificates/funeral notices/doctor's certificate or statutory declaration (e.g. for bereavement leave).

9. Attendance at Court

Where a police officer is granted leave and becomes involved in a case which necessitates attendance at court during the period of that leave, the police officer is to advise the delegated officer of the need to attend



court. The police officer is to provide full particulars of the case so that cancellation or deferral of leave may be given due consideration.

A police officer who is scheduled to attend court on a day that sick leave is required, is to produce an original medical certificate for the information of the court. If a medical certificate is not otherwise required for the duration of sick leave, the Service is to pay the costs of obtaining the certificate. In addition to describing the illness or injury, the medical certificate should state that the police officer is unfit to attend court. Where possible, the original medical certificate is to be provided to the delegated officer in sufficient time to allow the certificate to be delivered to the police prosecutor at least one hour before the hearing.

Police officers required to attend court as a witness in a private (non-official) capacity or on their own behalf in a civil matter are to take leave or use their programmed day off (PDO).

10. Full Day/Part Day Absences

The amount of leave deducted for a full day absence is equivalent to the actual hours a police officer would have worked had that police officer not been on leave.

Where a police officer ceases duty before the completion of a rostered shift or commences duty after the required starting time, the leave deducted is equivalent to the actual hours a police officer would have worked had that police officer not been on leave.

11. Payment in Advance

In exceptional circumstances (such as travel to international or remote destinations and economic hardship), police officers may request payment in advance when applying for recreation, isolation and/or long service leave, provided the leave is for a period of five working days or more and includes a pay-day. Such leave applications must be submitted for processing at least four weeks prior to the commencement of the leave.

Subject to the requirements outlined above, where long service leave is taken over two financial years, payment in advance may be requested for the period of leave in one financial year only.

12. Cancelling Leave and Recall to Duty

In special or emergent circumstances where a police officer is required to attend for duty, a delegated officer may cancel previously approved leave. The leave may be cancelled and taken at a later date (deferred) provided reasonable prior advice (verbal or written) is received by the police officer.

A police officer should be permitted timely access to the cancelled leave. In such circumstances, taking the leave originally approved is not subject to any minimum period of leave.

Recall to duty provisions apply where a police officer is on leave and an emergent situation requires the officer to return to duty during the period of leave and the leave is not cancelled. Overtime is paid for the duty and the leave in question is not available to be taken again at a future time.

13. Recreation Leave

Entitlements to recreation leave are set out in the [Queensland Police Service Employees Award – State 2016](#) and the [QPS Certified Agreement 2019](#).

Police officers may take recreation leave in part days.



Police officers cannot take recreation leave at half pay.

13.1 Public Holidays

Police officers are entitled to no more than one Show Day or special holiday per calendar year. The access of this entitlement is to be recorded by the Officer in Charge and advised to the Officer in Charge at the new establishment where the police officer is transferred.

For police officers, recreation Leave is inclusive of public holidays, with the exception of Easter Saturday, Labour Day and the gazetted Show Holiday.

Police officers applying for recreation leave for a period that includes one or more public holidays are to submit one application covering the total number of hours requested. Such applications are only to include a credit for the public holidays occurring on Labour Day, Easter Saturday and the gazetted annual Show Day (if relevant). Public holidays that fall at the beginning or end of recreation leave may be granted as public holidays off at the discretion of the delegate, and if not granted as public holidays off, must be included as part of the leave application. (see below).

Where the duration of recreation leave is subsequently changed, a new application is to be submitted and the entire period of recreation leave is to be recalculated to ensure the correct treatment of public holidays and the accurate recording of recreation leave days taken.

Where management rosters a public holiday as a day off with pay and that day falls immediately before or after a period of recreation leave, the public holiday off is not deducted from the police officer's recreation leave balance. However, whilst officers have no obligation to hold themselves ready for duty, if operational circumstances change the day/s off can be cancelled and the police officer can be required to work the day/s.

Examples of how to calculate the total recreation leave taken when such leave includes one or more public holidays are available in the [Rostering Rules](#) (Police Officers).

13.2 Directing an Officer to take Recreation Leave

All Managers/OICs must undertake actions in accordance with the Annual Action Plan outlined at section 13.3 below. If an officer and Manager/OIC have tried but are unable to reach agreement on when the officer is to take recreation leave, the delegate must decide when the employee is to take leave. In these instances the delegate must give the employee at least eight (8) weeks written notice of the starting date of the recreation leave.

13.3 Annual Action Plan for Managers and Officers in Charge in each Region/Command - Police

Timing	Action	Responsible Officer
Every month	Formal advice/Report is to be sent to Assistant Commissioner detailing each police officer who will be in excess of maximum leave threshold at 30 June, the reasons for this and a detailed action plan for reducing the leave balance to an appropriate level	Manager/Officer in Charge
1 July – 31 July	Advise/discuss with all police officers the requirement to submit leave applications for the following 12 months into leave calendar/planners and ESS	Manager/Officer in Charge



	Submit leave application into leave calendar/planner and ESS	Police officer
1 August -30 August	Discussion with or a reminder sent to police officers who have not yet submitted leave application/s for the current financial year	Manager/Officer in Charge
	Follow up discussions with police officers who have been sent the notifications	Manager/Officer in Charge
	Update leave calendar/planner and ESS with preferred leave dates	Police officers
1 September – 30 September	Where necessary and appropriate, Directions to take leave must be issued to police officers to take leave for a designated period and action taken to update leave planner/calendar and ESS	Manager/Officer in Charge
1 January – 30 June	Monitor leave balances for police officers, including amendments to leave applications for police officers	Manager/Officer in Charge
	Where officers delete periods of leave, they are required to apply for alternative periods of leave	Police officer
1 June-30 June	Review of latest leave balance report to consider any outstanding or recent matters with respect to police officers	Manager/Officer in Charge

It is important to consult with employees regarding the issues of excess leave as there may be exceptional circumstances where an employee may accrue beyond their excess leave amount. For example, may include where an employee will be going on maternity leave or where they are on approved WorkCover. Other examples are outlined at clause 55(5) of the [QPS Certified Agreement 2019](#).

Applications for unplanned recreation leave must be provided with timely notice and as soon as practicable. Such leave applications can only be approved subject to operational convenience.

14. Sick Leave

Entitlements to sick leave are set out in the [Queensland Police Service Employees Award – State 2016](#) and the [QPS Certified Agreement 2019](#).

Under certain circumstances, accumulated sick leave entitlements may be transferable should a police officer have prior eligible service from another public service agency or department.

14.1 Sick Leave during Recreation or Long Service Leave

Police officers affected by an illness/injury while on recreation or long service leave may apply for sick leave to cover the relevant period. Where sick leave is approved, the relevant period of recreation or long service leave is to be re-credited to the police officer's leave balance. Police officers intending to enact re-credit provisions under this section are to report the details of any eligible periods of incapacity to the delegated officer within 48 hours of receipt of a medical certificate for any illness/injury affecting the period of leave.

The granting of sick leave in lieu of any portion of recreation or long service leave is to be considered on the relative merits of each application, provided the following requirements are met:

- recreation leave – the period of incapacity is in excess of three working days;
- long service leave – the period of incapacity is in excess of three working days; and
- original medical certificates specifying the period of incapacity are to be submitted with the leave



application and an application to re-credit the originally approved leave, to the delegated officer within five working days of return to duty (unless alternative arrangements/time frames are arranged by mutual agreement).

Where long service leave had been previously approved on half pay, any sick leave granted in lieu, is also at half pay.

There are no re-credit provisions in lieu of programmed days off, rest days or emergent leave.

14.2 Sick Leave while Performing Special Services Duty

The following conditions for sick leave apply to police officers performing special services duty:

- police officers who become unfit for duty on account of a work related accident or medical condition while on special services duty, whether during their ordinary shift or outside ordinary rostered hours, are entitled to claim workers' compensation;
- police officers who fall ill with a non-work related medical condition while on special services duty during ordinary rostered hours are eligible for sick leave in accordance with the [Queensland Police Service Employees Award – State 2016](#); and
- police officers who fall ill with a non-work related medical condition while on special services duty outside ordinary rostered hours are not entitled to paid sick leave for the balance of the period the special services duty would have been performed. The entitlement for payment is for work performed to the nearest quarter hour.

14.3 War Service Sick Leave

Police officers who have undertaken war service within Operational Areas or with Peacekeeping Forces, as defined in Schedules 2 and 3 of [Veterans' Entitlement Act 1986](#) may be eligible for a special war service credit of 65 working days. Entitlements may be accessed for sick leave upon production of an original medical certificate or other evidence that the absence from duty resulted from a war caused illness or injury.

Sick leave charged to special war service credit of sick leave is recorded separately from ordinary sick leave.

Further information can be obtained from the [Sick Leave Directive](#).

14.4 Medical Certificate

The requirement to provide medical certificates for absences due to illness/injury is set out in the [Queensland Police Service Employees Award – State 2016](#).

In regard to the limit on absences (an aggregate of six working days in a calendar year) without a medical certificate/document, part days of absence count towards the total period of sick leave taken.

Unless a police officer is suffering from a chronic or recurring medical condition, officers should be required to produce a medical certificate for the excess sick days in a calendar year being those in excess of an aggregate of six working days sick leave. Where an officer fails to produce a medical certificate for such sick leave, the leave will be debited as leave without pay unless the Level 3 Delegate approves that due to compelling circumstances a medical certificate is not required. Annual leave will not be approved for any excess sick leave where a medical certificate is not provided.

Where a medical certificate/document does not state the nature of the illness or injury, for example, states 'medical condition', the relevant delegated officer is to be verbally advised of the nature of the medical condition. This information is required so that the police officer's duties can be managed to ensure the safety



of the police officer and others and for accessing the sick leave bank or workers' compensation where appropriate (see also section 14.5 below). OICs/Managers should be aware about dealing with information on the nature of the medical condition in an appropriate and sensitive manner.

14.5 Confidentiality

An employee's medical information is to be treated confidentially. However, in certain circumstances where there is a risk to the organisation or to the officer's health, confidentiality may not be able to be strictly maintained by delegated officers/Senior Human Services Officers, especially where the police officer's condition may pose a risk to the police officer or others.

For further information on confidentiality refer to the Managing Absence Policy and the Injury/Illness Management Policy or the relevant Injury Management Advisor or Rehabilitation and Return to Work Coordinator.

15. Long Service Leave

Entitlements to long service leave are set out in the [Queensland Police Service Employees Award – State 2016](#) (clause 23), the [Queensland Police Service Certified Agreement 2019](#) (clause 59) and the [Long Service Leave Directive](#).

Long service leave is accrued and taken in calendar days and is therefore inclusive of rest days. The minimum period of long service leave that may be taken at any one time is seven (7) calendar days.

For the purposes of long service leave, 'continuous service' as a police officer includes service as a police cadet, a probationary police officer or a police recruit.

There is no maximum amount of long service leave that a police officer may accrue.

For a police officer engaged on a full-time basis, long service leave continues to accrue at the full rate during any absence on long service leave regardless of whether it is taken at half pay or full pay.

16. Emergency/Compassionate Leave

A police officer may be granted emergency/compassionate leave with salary not exceeding three working days in any 12 month period of service where the leave is reasonably required in respect of an emergency or unplanned situation.

Emergency/compassionate leave is to be granted at the discretion of the delegated officer and decisions should be able to withstand close scrutiny. While each case is to be considered on its individual merit, such leave is available to police officers in extraordinary or compassionate situations. A delegated officer should consider the following issues when determining applications for emergency leave:

- whether or not the circumstances are of a sufficiently compelling emergency and/or compassionate nature that they require the attendance of the police officer;
- whether the police officer, under any reasonable examination, could have been expected to avoid or have planned for the situation; and
- in the case of funerals of persons who are not covered under the bereavement leave provisions, whether or not the closeness of the relationship between the deceased and the police officer warrants granting of emergency leave.

Emergency/compassionate leave is to be granted exclusive of any programmed days off to which the police



officer may be entitled. A police officer is not entitled to emergency leave for any period for which the police officer has been previously granted any other leave.

Part-time police officers have the same entitlements as full-time police officers to emergency leave provided that the day/s of such leave are consecutive and coincide with the predetermined days of a week on which the part-time police officer is required to work.

16.1 Compassionate Leave – Life threatening Illness or Injury

An officer is entitled to two (2) days compassionate leave on full pay on each occasion when a member of the officer's immediate family or household—

- a) contracts or develops a personal illness that poses a serious threat to the person's life; or
- b) sustains a personal injury that poses a serious threat to the person's life.

Part-time police officers have the same entitlements as full-time police officers to compassionate leave provided that the day/s of such leave are consecutive and coincide with the pre-determined days of a week on which the part-time police officer is required to work.

Officers accessing this type of compassionate leave must provide a doctor's certificate or statutory declaration that evidences that the household/family member has developed, contracted or sustained an illness or injury that poses a serious threat to the person's life.

17. Bereavement Leave

Entitlements to Bereavement Leave are set out in the [Queensland Police Service Certified Agreement 2019](#) (clause 63) and the [Special Leave Directive](#) (ONLY references to Bereavement Leave in this Directive apply to police officers).

Bereavement leave is to be granted exclusive of any programmed days off to which the police officer may be entitled.

Where a death of an immediate family member or household member occurs while a police officer is on paid leave, up to two days paid bereavement leave may be taken in lieu of, or in addition to paid leave. Where paid leave has been taken at the half pay rate, two full days or four half days may be taken. An application for re-credit of the relevant leave is to be lodged with the application for bereavement leave.

A police officer is not entitled to paid bereavement leave during periods of unpaid leave.

Part-time police officers have the same entitlements as full-time police officers to bereavement leave provided that the day/s of such leave are consecutive and coincide with the pre-determined days of a week on which the part-time police officer is required to work.

18. Carer's Leave

Carers leave entitlements are set out in the [Industrial Relations Act 2016](#)¹, and clarified where necessary below.

An officer is entitled to use accrued sick leave to care for or support members of the employee's immediate family or household—

¹ Note: The Family Leave (Queensland Public Sector) Award – State 2012 ceased to apply to police officers and staff members covered by the then QPS Certified Agreement 2016, from 11 November 2016.



- a) when that person is ill; or
- b) because an unexpected emergency arises in relation to that person.

An officer may take up to 10 days' sick leave each year as carer's leave on full pay to care for or support a person who has experienced domestic violence (a victim of domestic violence).

An officer cannot take carer's leave if another person has taken leave enabling him or her to care for the same person unless there are special circumstances requiring more than person to care for the person. The officer must be responsible for the care of the person concerned.

If an officer takes carer's leave to care for or support a person who is ill for more than two (2) consecutive days, the officer must, if required by the delegate, give the delegate a doctor's certificate or statutory declaration evidencing that the person is ill with an illness requiring care or support by another person. Where leave is for an extended period, medical certificates/documentation are to be provided on a fortnightly or other reasonable basis giving updated medical advice.

Where an officer takes carer's leave because of unexpected emergency or to care for or support a person who has experienced domestic violence, the delegate may request a statutory declaration evidencing the leave is necessary.

An officer must, if practicable, give the manager/OIC:

- notice of the intention to take carer's leave before taking the leave; and
- the name of the person requiring care and the person's relationship to the employee; and
- the reason for taking the leave; and
- the period that the officer estimates he or she will be absent; and
- if the reason for taking the leave is because an unexpected emergency has arisen—the nature of the emergency.

If a manager/OIC or employee receives evidence about a person who has experienced domestic and family violence as part of a carer's leave application, they must not disclose the evidence to someone else unless the disclosure is required or permitted under an Act.

Where care or support is needed for an extended period of time, a flexible leave arrangement may be more appropriate as the ill person progresses from a state of full incapacitation to partial incapacitation or where caring is shared. Planning and administration of such an arrangement is to be conducted in a similar way to a return to work program, with working hours agreed between the relevant parties (i.e. treating practitioner, police officer and employer). The decision to implement such an arrangement is to be taken in full consultation with the police officer and, only if suitable for the Service and the police officer.

18.1 Annual Leave

Police officers may elect, with the approval of the authorised officer, to access recreation leave not exceeding five days in any calendar year, at a time or times agreed between the police officer and the Service, for caring purposes. The application for recreation leave should contain a note to that effect.

Where applicable, normal procedures with regard to the payment of leave loading for recreation leave apply.

18.2 Time off in Lieu of Payment for Overtime

Carer's leave in lieu of approved overtime is not to be accessed unless the police officer has accrued the



equivalent amount of credit or is rostered to work approved overtime in the near future. Where an overtime claim is not submitted pending anticipated carer's leave, and that leave is subsequently not used within four weeks of incurring that overtime, at the police officer's request, the police officer is to be paid at the overtime rate.

18.3 Make-up Time

Police officers may elect, with the approval of the delegated officer, to work make-up time where leave is necessary to care for or support a member of their immediate family or a household member.

Make-up time must be worked within 3 months of it being taken under this clause. It is to be worked during the spread of ordinary or rostered hours provided in the [Queensland Police Service Employees Award - State 2016](#) or the [QPS Certified Agreement 2019](#), subject to Service convenience.

A police officer is not permitted to perform make-up time in circumstances where, the period of time between the last hour of the make-up time performed and beginning of the next rostered shift, is less than ten hours.

The time taken and the time made up are both to be recorded at station or establishment level. All records are to be kept for audit purposes.

Make-up time is not to apply to police officers working part-time hours.

18.4 Re-credit Provisions

Carer's leave is not available to police officers on any other form of leave (i.e. re-credit provisions do not apply).

19. Australian Defence Force Reserve Leave

19.1 General Conditions

The [Defence Reserve Service \(Protection\) Act 2001](#) prohibits the hindrance or prevention of employment as a Reservist in the Australian Defence Force (ADF).

Members are to submit an Application for Leave form as soon as they are notified of the dates of full-time continuous training/deployment/call-out. The Deployment or Training Notice issued by the Commanding Officer of the ADF Unit (or delegate) is to be attached to the leave form.

Unless alternate arrangements are negotiated with the Commanding Officer, QPS members must be granted leave for the time specified in the Training Notice or a Deployment Notice to:

- attend full-time continuous training or other official activities connected with their military unit including camps, field exercises, schools, classes or courses; or
- participate in a full-time continuous deployment.

Paid leave for deployments and/or training may involve more than one absence in a financial year and is to be granted for up to 32 calendar days per financial year. An additional 14 calendar days of leave per financial year is to be granted during the member's first year of ADF service, for recruit/initial training. Any unused portion of ADF leave with salary cannot be banked or preserved (i.e. added to next financial year's entitlement).



In addition to the above, a maximum of four calendar days per financial year is to be granted as leave on full salary for travelling time from and to the member's place of residence to a place of continuous training or in order to participate in an advance or rear party in connection with a period of continuous training or other activities.

Police officers are to receive their standard salary and permanent allowances as paid on recreation leave. Leave in excess of the above time periods is to be approved as leave without salary unless the member requests that their absence be debited against their accrued recreation or long service leave.

Members are to contact QSuper regarding their superannuation contributions during periods of ADF leave without salary.

Should a police officer undertake ADF Reserve training on a programmed day off or a rostered rest day, no additional payment or alternative time off is applicable.

See the [Employee Relations Bulletin No. 05/2017](#) (or applicable updates) for further information about Defence Reserves Service and leave.

A condition of protected or compulsory ADF service is that Reservists will not engage or be required to engage in any QPS activities when on ADF leave, except with the prior written authorisation from the ADF Unit Commander or in genuine emergencies. Delegated officers are not to recall a member to duty without obtaining this authorisation.

At the conclusion of the training or deployment, the member is to submit a Certificate of Attendance to their manager.

Leave to attend an ADF compulsory call-out must also be approved.

19.2 Employer Support Payments

In general, ADF service by a member in excess of the qualifying period of 14 days each financial year attracts an Employee Support Payment (ESP), provided for multiple periods the periods are for five or more days of continuous service.

The Queensland Shared Services initiates and manages the ESP claims process on behalf of the QPS and forwards funds recouped from the ADF to the relevant region, command or division.

19.3 Injuries/Illness Incurred due to ADF Deployment or Training

Members injured or ill as a result of ADF service are covered by the workers' compensation provisions of the ADF.

Members must submit a new QPS Application for Leave form if they are unable to resume duty on the date originally specified on the Deployment or Training Notice. Supporting documentation from the ADF and evidence relating to the illness/injury, its treatment and its impact on work is to be attached to the Application for Leave form.

In such circumstances, the relevant Workplace Health and Safety Officer or Rehabilitation and Return to Work Coordinator is to be advised so that the QPS can be a party to the return to work plans.



20. Attendance to Union Business

For matters relating to attendance to police union business, see Attendance to Police Union Business.

21. Special Leave without Salary

Police officers may apply for special leave without salary for any purpose. Recreation and/or long service leave may be requested in conjunction with such leave. Approval of special leave without salary (excluding ADF leave) is subject to Service convenience, and where applicable, the [Standard of Professional Practice](#) and [Outside Employment Guidelines](#).

Where a period of approved special leave without salary does not exceed six months, a police officer is to return to the position they held prior to the commencement of such leave. Except for ADF leave, where the period of special leave without salary exceeds six months or where operational convenience requires, police officers may be deployed in a different capacity or location on return.

During any period of leave without pay, officers are responsible for:

- pay roll deductions;
- salary sacrifice deductions; and
- employee superannuation contributions.

21.1 Effect on Other Entitlements

For the effect of leave without salary on the accrual of other leave types and service credited for pay point progression, see the [Leave without Salary Credited as Service Directive](#).

Service supported secondments to external organisations - a police officer may apply in writing to the Director, Workforce Management to have leave entitlements credited for any period that the officer was on secondment to an organisation that is external to the Queensland Public Sector and/or a public sector agency of the Commonwealth, state or territory of Australia. Such applications will be considered on the basis of the terms of the employment contract and whether the secondment was approved and supported by the Service.

22. Critical Incident Leave

An officer may access up to a maximum of three (3) days critical incident leave where an officer has been directly and immediately involved in a critical incident (as defined by section 5A.2 of the [Police Service Administration Act 1990](#)); an incident where a reportable death occurs in the course of or as a result of police operations (see s8(3)(h) of the [Coroner's Act 2003](#); or a highly traumatic incident in which a person dies or is admitted to hospital for treatment of serious injuries. Critical incident leave does not extend to officers who receive information about a critical incident or who attend after a critical incident has taken place (e.g. to provide support, or to undertake police work or investigative tasks).

Critical incident leave must be approved by the delegated officer before it is accessed. When an officer is granted access to critical incident leave, a member of Safety and Wellbeing is to be informed by the approving delegated officer.

Critical incident leave must not be used where an officer has suffered an injury or illness resulting from a critical incident. In these instances an officer is to access sick leave or WorkCover leave arrangements, as appropriate. Safety and Wellbeing is to be informed.



The entitlement to critical incident leave is set out at clause 60 of the [QPS Certified Agreement 2019](#).

23. Career Break Leave

Career break leave is a period of leave without pay which allows a police officer to pursue a personal interest for a period of time. It is designed to complement the Service's other leave without pay arrangements (section 21 above).

It may be taken in conjunction with long service leave and recreation leave, so that the minimum and maximum periods are:

- minimum period is 3 months (paid and/or unpaid leave)
- maximum period is 18 months (where paid and unpaid leave is combined), with a maximum of 12 months for the unpaid leave component.

Officers are to access their paid leave component before their unpaid leave component.

Extensions may be granted in exceptional circumstances to take the unpaid leave total up to 18 months. An application for an extension must be received by the delegated officer at least 8 weeks prior to the original approved leave end date. The delegated officer should provide advice to the applicant as to whether the extension has been approved within 4 weeks of the application being received.

Applicants wishing to cancel leave applications prior to the commencement date are to advise their HR area as soon as possible, and provide written advice within 48 hours subsequent to that notice.

During all periods of leave, a police officer remains subject to the Professional Conduct policies, particularly the Code of Conduct and Standard of Practice.

Officers will return to duty in the same region/command/division as their previous substantive role unless they apply for a lateral transfer.

Police officers are to provide their contact details for the leave period to their Officer in Charge or District Officer (or equivalent).

23.1 Eligibility

Officers are to have a minimum of 7 years recognised service as a police officer with the QPS prior to accessing career break leave.

Upon returning to duty following a period of career break leave, an officer must complete a minimum period of 3 years continuous service before applying for a subsequent period of career break leave.

Probationary periods are to be completed prior to accessing career break leave, except in exceptional circumstances approved by the delegated officer. In these instances, the probationary period will be suspended and will recommence upon the officer's return to duty. Written agreement is to be sought from the officer seeking leave as to these arrangements before leave is approved.

Approval of career break leave applications is subject to:

- a region/command/division limit of 0.5% of actual regional/command/divisional strength (the 0.5% limit includes officers accessing unpaid parental leave);
- the operational requirements of the region/command/division;



- time required to advertise and backfill the position being made vacant (where applicable).

Priority will be given to police officers who have compassionate grounds or have not previously accessed career break leave.

Where a police officer is accessing career break leave to take up a temporary opportunity with another Queensland Government agency, the officer may be required by the other agency to reduce their recreation leave balance prior to commencing. It is the officer's responsibility to manage this balance reduction.

Where a police officer is returning to the Service from another Queensland Government agency, the officer may be required to access the leave they have accrued at that agency prior to their return.

23.2 Paypoint Progression, Recognition of Service & Tenure

For the effect of leave without salary on accrual of other leave types and periods credited as service for pay point increments, see the [Leave without Salary Credited as Service Directive](#) (for career leave, see the special leave without salary category).

The impact of leave (with or without pay) on tenure is set out in the [Minimum Tenure Policy](#).

23.3 Applications

Police officers applying for career break leave are to submit an application at least 12 weeks prior to the intended leave commencement date, unless the application arises as a result of an urgent and unforeseen compassionate/medical matter.

Police officers occupying police residences are to submit an application at least 16 weeks prior to the intended leave commencement date so that reassignment of the police residence may occur and the residence vacated, subject to the delegated officer's approval.

Leave applications **must** be submitted with the following information, **where applicable**:

- a formal report advising the date the applicant intends to vacate/relinquish their police residence (dates are to be approved by the delegated officer)
- a formal report advising that the applicant intends to relinquish their position;
- an officer initiated lateral transfer application (where the officer is relinquishing their position);
- an application seeking approval to undertake outside employment (where the officer intends to pursue secondary employment whilst on career leave);
- a copy of any existing approved outside employment applications.

23.4 Relinquishment of Position and Police Residence

Prior to approval of career break leave, police officers may be requested to relinquish their substantive position effective upon commencement of the career break leave. Officers who relinquish their positions will be transferred to a larger establishment that is able to accommodate the absence within their substantive region/command/division. The delegated officer will make a decision on these matters in consultation with the officer seeking career break leave.

All entitlements associated with the relinquished position will cease upon the commencement of the unpaid career break leave. Examples of entitlements so affected include operational shift (OSA), officer-in-charge, dog handler, plain clothes allowance etc.



Police officers may also apply for a lateral transfer or an advertised position prior to, or upon return to duty. Officers will only receive financial entitlements (such as OSA) upon their return to duty if they are fulfilling the required functions outlined within the provisions of the [QPS Certified Agreement 2019](#).

Police officers occupying police residences who are approved to access career break leave may be required to vacate the police residence at the commencement of the (unpaid) career break leave. Where required by the Service, officers must formally agree in writing to relinquish their police residence and position **before** career break leave can be approved.

23.5 Court Commitments

When applying for career break leave, police officers are to provide a written undertaking to attend any court commitments, tribunal hearings or misconduct hearings required during their period of leave.

All reasonable steps are to be taken by police officers to ensure they are aware of all court commitments, tribunal or misconduct hearings.

The QPS pays costs incurred in attending courts, tribunals, hearings etc. from the police officer's substantive work location whilst accessing career break leave. The police officer is required to meet travel costs incurred from further afield.

23.6 Accoutrements and Access Keys

Where the career break leave period is accessed or where a police officer is to be transferred to another location on return to duty, the police officer is to relinquish their firearm, accoutrements and personal protective equipment to their Officer in Charge (or the District Officer in isolated areas) prior to commencing leave and comply with the [applicable Service Manual](#).

23.7 Investigation Files / Handover

Wherever possible, police officers are to finalise all outstanding investigations and court commitments prior to commencing leave. In the event an investigation is unable to be finalised, the officer is to ensure a comprehensive handover is provided to either a corroborating officer, the officer's replacement or the Officer in Charge.

23.8 Recall to Duty

Police officers who have commenced career break leave can be recalled to duty should a justifiable reason exist (see [QPS Certified Agreement 2019](#) clause 10(27) for a definition). In these circumstances, the delegated officer may cancel or vary the period of career break leave at any time after considering any financial costs incurred by the police officer due to the approval of the leave (e.g. if the officer has already paid for overseas travel).

Where a police officer is recalled to duty and the career break leave is not cancelled the police officer is to be paid in accordance with the relevant industrial provisions. Under these circumstances the period of career break leave will not be extended by a period equivalent to the recall to duty.

23.9 Early Return to Duty

Police officers wishing to return to duty before the approved leave end date are to contact their HR Business Partner at least 4 weeks prior to the proposed return date wherever possible.

Where an early return to duty is approved, a date is to be negotiated with the District Officer. An early return to duty may necessitate a return to a new position or a new location. The police officer is to submit an



amended leave application to the delegated officer for approval, with an explanation of the arrangement for return to duty made with the District Officer.

23.10 Return to Duty

Police officers are to contact their District Officer at least 2 weeks prior to their return date to identify training needs and develop a training plan. Any identified training will be undertaken upon return to duty.

A police officer who has relinquished their substantive position and is returning from career break leave may be managerially transferred into a substantive vacancy upon their return subject to the [QPS Certified Agreement 2019](#). Delegated officers should consider any application for lateral transfer submitted by the returning officer prior to progressing a managerial transfer.

Where a police officer is to transfer to a new substantive position on their return to duty, the officer is to contact their original HR Business Partner at least 4 weeks prior to their return date to arrange the transfer.

23.11 Grievance Process

In the event an application for career break leave is denied and the applicant is unsatisfied with this decision, the applicant may seek a meeting with their District Officer to discuss the rationale behind the decision.

Should the applicant wish to continue with a grievance following this meeting, the [Grievances Policy](#) is to be followed.

24. Sporting Leave

Sporting leave is paid special leave granted to police officers to allow participation at major national or international sporting competitions or activities as outlined in this Standard.

Subject to Service convenience, sporting leave with salary may be granted where a police officer has been selected to participate in the following instances.

	I: INTERNATIONAL GAMES	II: MAJOR SPORTING COMPETITIONS
Competition	Olympic Games, Commonwealth Games, or Paralympic Games.	Major national or international sporting competitions, associated with a recognised state or national sporting body other than those listed in Category I.
Official Role of Applicant	Competitor (including reserve competitor), team manager, team coach, umpire or referee other than in an assistant capacity, of the relevant Games team.	Competitor (including reserve competitor), team manager, team coach, umpire or referee other than in an assistant capacity, of an Australian state or national team who is selected by a recognised state or national sporting body.
Specific Definitions / Conditions		Single competitors selected in events such as the marathon are included in the category of a 'state or national team'. The major sport referred to must be one that has at least a registered minimum membership in Australia of 20,000 or is



	I: INTERNATIONAL GAMES	II: MAJOR SPORTING COMPETITIONS
		listed as a recognised sporting event at the Olympic or Commonwealth Games. The minimum membership requirement of 20,000 is waived in the case of disabled officers.
Entitlement	The period the officer is required to be absent from duty to permit the officer's attendance at the Games, including necessary travel to and from the Games venue. (For training prior to the Games, refer to Category II entitlements.)	A maximum of five working days per calendar year (non-cumulative) for the purposes of: participation; necessary travel to and/or from the competition; and mandatory periods of training.
Applicant Responsibilities	Information on the nature and duration of the relevant sporting competition, including documentary evidence of selection by the recognised governing body, should accompany all leave applications. Applications for sporting leave should only be submitted after all efforts have been made for attendance at training sessions and competitions to coincide with off duty hours.	
Exclusions	Sporting leave will not be granted for the purpose of competing in public service or police sporting competitions at any level. However, consideration may be given to the granting of recreation leave, long service leave or leave without salary (at the officer's discretion) for such purposes.	

Police officers must provide satisfactory evidence with their application that their particular sport meets the eligibility criteria.

The Commissioner may extend sporting leave arrangements to participants of specific events where it is seen as highly appropriate given the status, location and timing of the event.

25. Election and Local Government Leave

Information on the leave provisions for police officers contesting elections and leave to attend local government council meetings or business is outlined in the [Members Contesting Elections and Elected to Parliament and Council Policy](#).

The following limitations are placed on the exercising leave approval authorities:

- approval is in accordance with the election leave and local government leave provisions specified in the [Special Leave Directive](#) (Schedule 1);
- approval is conditional upon confirmation that an entitlement exists; and
- local government leave does not cause disruption to essential services.

26. Isolation Leave

Isolation leave applies to police officers working in certain isolated areas to relieve hardship and allow them to transact business such as specialist medical treatment, dentist appointments and other personal matters.

A police officer working in an isolated centre is entitled to an additional five working days leave (non-cumulative) per year which may be taken either separately from, or in conjunction with, recreation or long



service leave, provided that the leave is taken within 12 months following the year of accrual.

It is not necessary for a police officer to have served at the isolated centre for 12 months before becoming eligible for the isolation leave. A delegated officer may grant isolation leave at any time during each year of service at the isolated centre having regard to the circumstances of each case and the length of service at the isolated centre, however it is a general rule that 6 months minimum service at the isolated centre applies. Those centres in the following schedule (other than Mt Isa and Cloncurry) attract isolation leave.

Centre	Air Travel #	Centre	Air Travel #
Adavale	Brisbane	Julia Creek	^ Townsville
* Aramac	not applicable	** Jundah	Brisbane or Rockhampton
*Augathella	not applicable	Karumba	Cairns
Aurukun	Cairns	Kowanyama	Cairns
Bamaga	Cairns	Kynuna	Townsville
** Bedourie	Brisbane or Rockhampton	Laura	Cairns
Birdsville	Brisbane	Lockhart River	Cairns
** Boulia	Brisbane or Rockhampton	McKinlay	Townsville
Burketown	Cairns	Mornington Island	Cairns
		Mount Isa	^ Townsville
Camooweal	Townsville	*Mount Surprise	not applicable
*Chillagoe	not applicable	*Muttaborra	not applicable
Cloncurry	^ Townsville		
Coen	Cairns	Normanton	Cairns
Cooktown	Cairns	Palm Island	Townsville
Croydon	Cairns	Pormpuraaw	Cairns
*Cunnamulla	not applicable	*Quilpie	not applicable
Dajarra	Townsville	*Richmond	not applicable
Doomadgee	Cairns	* Tambo	not applicable
*Einasleigh	not applicable	Thargomindah	Brisbane
Eromanga	Brisbane	Thursday Island	Cairns
*Eulo	not applicable	Weipa	Cairns
*Forsyth	not applicable	** Windorah	Brisbane or Rockhampton
*Georgetown	not applicable	*Winton	not applicable
Horn Island	Cairns	*Woorabinda	not applicable
Hungerford	Brisbane	*Wyandra	not applicable



Centre	Air Travel #	Centre	Air Travel #
*Isisford	not applicable	Wujal Wujal	Cairns
*Jericho	not applicable	** Yaraka	Brisbane or Rockhampton

*Centre attracts leave entitlement only. No entitlement to travel expenses.

**Where direct flights to Rockhampton from the nearest air terminal do not occur, the designated coastal centre shall be Brisbane.

One return air fare from the centre of appointment to the designated major coastal centre per annum and in addition, one return air fare from the centre of appointment to Brisbane or equivalent fares to any other centre in the state per annum.

^ Entitlement to travel concessions for police officers stationed at Cloncurry, Julia Creek and Mount Isa commenced from 15 November 2019 and applies only to service occurring on and after 15 November 2019.

26.1 Relieving in Isolated Centres

Where a police officer **relieves** at an isolated centre, they will be entitled to access isolated leave and travel concessions for isolation leave after 12 continuous months of relieving. Access to the 2nd year's entitlements shall be in accordance with section 26 of this Standard.

Where a police officer relieves at an isolated centre and is appointed to an isolated centre (not necessarily the same location) whilst still relieving at an isolated centre, shall have the relieving period recognised for the officer only for both isolated leave and travel. Only where such officer's spouse resided with the officer at the isolated centre over all (or part period immediately prior to appointment) of the relieving period, will the spouse be entitled to Isolated Travel Concessions based on the period residing with the officer. Dependent children will be entitled to Isolated Travel Concessions based on the spouses recognised period.

27. Travel Concessions for Isolation Leave

27.1 Commercial Airfares

Eligible police officers are entitled to one return airfare per year for themselves, their spouse and dependent children to a designated major Queensland coastal centre plus one return airfare to Brisbane, or equivalent fares to any other centre within the state for each year that the police officer is stationed in an isolated centre. This means that eligible officers and family members can access flights to centres within Queensland in lieu of the flight/s to Brisbane and/or the designated coastal centre with the Service only funding such flights up to the relevant cost of the entitled flights to Brisbane and/or relevant designated coastal centre.

The travel concessions are non-cumulative, provided that the flights are taken or cashed out where applicable within 12 months following the year of accrual. GST compliant invoices or receipts are to be provided.

It is not necessary for a police officer to have served at the isolated centre for 12 months before becoming eligible for the travel concessions. A delegated officer may grant travel concessions at any time during each year of service at the isolated centre having regard to the circumstances of each case and the length of service at the isolated centre, however it is a general rule that 6 months minimum service at the isolated centre applies.

Where possible flights should be booked and paid for by the Service, and be based on a minimum 30 days' notice period from date of request to date of travel, unless exceptional circumstances apply.

Where a police officer and spouse are both employed by the Service in the localities specified in this Standard, only one set of travelling concessions are to apply.

There is no requirement for a police officer's spouse and/or dependent child/children to avail themselves of



concessional travel at the same time as the police officer.

A dependent child not residing at the isolated centre due to educational reasons is to be allowed concessional travel from the boarding school or other educational institution to the selected destination. Such concessional travel is to be taken at the same time as the police officer and/or police officer's family avail themselves of concessional travel. The cost of travel is not to exceed the travel costs had the child been resident at the isolated centre. In lieu of travel to the selected destination at the same time the police officer and/or the police officer's family undertakes the concessional travel, a dependent child not residing at the isolated centre may be allowed concessional travel from the boarding school or educational institution to the police officer's centre of appointment.

Where appropriate air services are not available at the police officer's centre of appointment, a motor vehicle allowance is payable for the distance travelled for the forward and return journeys from the centre of appointment to the nearest air terminal. Such motor vehicle allowance is equal to that payable to police officers on transfer.

27.2 Fringe Benefits Tax (FBT)

A fringe benefit for a remote area holiday transport arises when an employee working in a designated remote area, or a spouse or a dependent child of the employee, is reimbursed for the costs of travelling or is provided with transport (e.g. concessional flights) for the purpose of having a holiday for a period of not less than three (3) days.

For FBT reporting purposes, business units are required to provide the Queensland Shared Services Taxation Unit (taxation@hpw.qld.gov.au) details of all remote area holiday (isolation leave) travel benefits provided by the Service, including total expenses incurred on or in lieu of transport, meals and/or accommodation during transport and [Fringe Benefits Tax \(FBT\) Declaration - Remote Area Holiday Transport forms](#) completed by all officers receiving these benefits, including travelling family members, where applicable. Where a declaration is not provided, the QPS will not be entitled to claim the remote area holiday transport FBT concession of a 50% reduction in the taxable value of the benefit and the full FBT liability will apply.

27.3 Reportable Fringe Benefit Amount (RFBA)

Whilst the FBT liability is the responsibility of the employer, any benefits provided to an employee with a FBT liability have a potential on-flow effect on reportable fringe benefit amount (RFBA) on the employee's payment summary.

Employees will receive an RFBA on their payment summary if the total taxable value of all reportable fringe benefits received by an employee in an FBT year (1 April to 31 March) exceeds \$2,000 per annum, per employer. Receiving a RFBA on payment summary does not affect income tax, however does affect certain government benefits and obligations such as Medicare levy surcharge, family tax benefit, child support obligation, HECS/HELP repayments, etc. Therefore, at any time benefits are provided, employees are encouraged to seek independent financial advice to determine the extent to which any potential RFBA will impact on their personal situation.

For further information on FBT, please refer to [Finance Division – Taxation](#).

27.4 Election to Use a Private Motor Vehicle

A police officer, spouse or any dependent child may choose to use a private motor vehicle in lieu of air travel. In such cases an allowance similar to that applicable to police officers who travel by private motor vehicle on transfer may be payable, provided the total cost does not exceed that of commercial airfares.



Where an officer, spouse and/or dependent children utilise private motor vehicle in lieu of air travel, such travel on each occasion is in lieu of one return airfare for each relevant person undertaking the travel by private motor vehicle. Claims for motor vehicle allowance, accommodation and meals incurred in transit should not exceed the amount for return airfares for such persons in total based on the best price for economy travel occurring 30 days after the date of the travel (excluding peak times and holiday periods) and should be accompanied by invoices and receipts.

27.5 Alternative Transport

Where a police officer, spouse and/or any dependent child desires to use alternative forms of transport in lieu of air travel or private motor vehicle, such travel may be approved provided the cost does not exceed that of commercial airfares and GST compliant invoices or receipts are provided.

27.6 Cash Payment in Lieu of Commercial Air Travel

A police officer may seek approval to cash in their entitlement to return commercial airfares. Requests must be made prior to, and in relation to, any planned travel being undertaken by the officer away from the isolated centre. This means claims for cashing in can only be made once leave is approved. Such leave away from the centre should under normal circumstances be at least 7 calendar days and officers reside overnight such that it is not reasonable to return home overnight back to their isolated centre. This entitlement is not cumulative. The cashed in amount shall be based on the best price for economy travel occurring 30 days after the date of the application (excluding peak times and holiday periods).

The delegated officer may approve payment in lieu of travelling expenses not exceeding the amount of the airfare entitlement for the police officer only. Such cash payments would not preclude access by other members of the police officer's family to concessions to which they may be eligible.

All payments relating to airfares are to be based on any special rate negotiated by the Service with an approved carrier and are not to exceed economy airfare rates where applicable.

Given that the Police Air Wing is the accepted form of air travel within the Service, and that the Air Wing is to be used where possible when a police officer is wishing to take advantage of isolated travel entitlements (officer's personal circumstances considered), it is not appropriate that cash payments be made to police officers in lieu of travel by the Air Wing under these arrangements.

27.7 Transfer of Travel Concessions

Where a police officer desires to transport close family members to the centre of appointment in lieu of outward travel, the delegated officer may permit the transfer of travel concessions applicable to the police officer and police officer's spouse only. Generally, this provision is to apply only to visits by parents, children, brothers and sisters.

27.8 Part-Time Police Officers

Part-time police officers receive isolation leave entitlements on a pro rata basis. Their isolated travel concessions are granted at the same rate as those received by full-time police officers. However, where the police officer desires to cash in this entitlement, the delegated officer may only approve a pro rata payment in lieu of travelling expenses.

Travel concessions are also available to the spouse and any dependent children of a part-time police officer, except they cannot convert this entitlement to a payment in lieu of travel.



27.9 Family Members not Residing with Officer at Isolated Centre

Where a spouse and/or child of the officer stationed at an isolated centre do not reside at the isolated centre, they do not receive the isolated Travel Concessions. The only exception is for a dependent child who is residing at a boarding school away from the isolated centre when the officer and the spouse both reside at the isolated centre.

27.10 Relieving in Isolated Locations

Entitlement to access travel concessions for officers relieving in isolated centres are outlined in section 26.1 of this Standard.

28. Purchased Leave

The purchased leave arrangements set out below apply to full-time and part-time commissioned and non-commissioned police officers who are covered by the [Queensland Police Service Certified Agreement 2019](#).

Purchased leave is special leave without salary. It is funded by fortnightly deductions from net ordinary salary over a nominated period of time. The fortnightly deductions are set aside and accessed as 'salary' during a period of special leave without pay.

Arrangements relating to staff members are set out in the [Leave Standard: Staff Members](#).

Purchased leave arrangements cannot be accessed by employees on approved workers' compensation leave or employees on unpaid leave.

Employees are responsible for obtaining personal financial advice to inform their decision to enter into a purchased leave agreement (e.g. impact on superannuation).

28.1 Purchased Leave Agreement

To seek approval to enter into a purchased leave arrangement, an employee must complete the Purchased Leave Agreement form (QP0767) and provide it to the Delegated Officer for consideration. The Purchased Leave Agreement will have an operation period of 12 months.

Factors considered during the approval process include:

- impact on business delivery outcomes and the work unit;
- the need to balance work and personal responsibilities (e.g. family or study);
- accrued leave balances (including requirements to manage annual leave balances in accordance with the provisions of the [QPS Certified Agreement 2019](#)); and
- Accrued programmed days off (where applicable)

Once approved, the Agreement is then forwarded to Queensland Shared Services (QSS) for processing. A copy is made available to the employee as well.

The Purchased Leave Agreement can provide for one weeks' leave (5 working days) per calendar year only.

Employees can commence participation in purchased leave arrangements from the next available pay period after the Agreement is approved **and** QSS has received the approved application to enter the arrangement. Alternative commencement dates may be permitted either by the agreement of the employee and their



manager/supervisor or if the employee experiences unforeseen personal circumstances.

All leave purchased will be taken within a twelve-month period from the date the Agreement takes effect. Where a portion of purchased leave is not taken, the value of the unused leave will be refunded at the end of the Purchased Leave Agreement.

28.2 Amendments to the Agreement

An employee may apply to renegotiate their Purchased Leave Agreement, subject to operational requirements of the area where:

- their working hours increase or decrease (e.g. move from full-time to part-time);
- they are promoted, transferred or relieve in another work area in the QPS.

Changes in salary that may occur as a result of a promotion or transfer will be reflected in an adjustment to the gross salary paid to the employee during the work period of the Purchased Leave Agreement, but not to the fortnightly purchased leave salary deduction amount i.e. if the employee is promoted, or demoted to a lower rank, the salary deduction is not re-calculated during the life of the Purchased Leave Agreement to reflect the increase/decrease in the employee's salary.

Any new Agreement would simply acknowledge the amount of purchased leave already accumulated as a result of the pre-existing Agreement and the employee's intention to access this amount of purchased leave during the life of the new Agreement.

If it is not operationally viable for an employee to continue a pre-existing Agreement with a new work area, the employee is to be given the option of either taking any accumulated purchased leave at a time convenient to the new work area, or, if leave cannot be taken due to exceptional circumstances, having the accumulated salary deductions paid out in lieu of accessing the purchased leave.

A Purchased Leave Agreement will be suspended where an employee becomes entitled to workers' compensation, effective from the first day of the period of incapacity until the last day of period of incapacity.

An employee may seek approval to withdraw from a Purchased Leave Agreement where the employee is on rehabilitation or accessing unpaid parental leave. Any withheld salary is to be paid out to the employee.

28.3 Salary Deductions

The agreed fortnightly salary deduction under a Purchased Leave Agreement will be calculated on the employee's substantive classification and salary at the time of application and will **not** be varied throughout the life of the Agreement (except employees who are moving into and/or out of part-time employment).

Temporary salary increases, such as an increase due to higher duties, are not included in the regular fortnightly salary deduction calculation unless the salary increase applies for the duration of the Agreement. Agreed salary deductions under the Purchased Leave Agreement apply to any paid leave, including recreation leave, sick leave, long service leave, special leave on full salary, paid carers' leave, paid parental leave, paid bereavement leave and critical incident leave.

28.4 Taking Purchased Leave

The one weeks' purchased leave must be taken in at a single point in time.



28.5 Advance Purchased Leave

Where approved by the Delegated Officer, an employee may take their purchased leave in advance before sufficient salary has been accumulated to fund the leave. This option may only be accessed where the employee signs an agreement that they will be liable to pay immediately for any portion of the purchased leave for which monies have not or will not be collected within the agreed purchased leave Agreement period (e.g. where an employee separates from the Service).

28.6 Administrative Arrangements

Salary deductions to fund the 'purchased leave period' made under an approved Purchased Leave Agreement will be taken from an employee's net pay and will be paid into an account administered by the QPS. Interest will not accrue on this account. Whilst an employee is absent on purchased leave, they will be paid a 'non-taxable allowance' drawn from this account.

Employees may contact Queensland Shared Services requesting a calculation of fortnightly deductions (based on net ordinary salary) that will need to be taken to cover the purchased leave period.

All compulsory and voluntary payroll deductions will be made throughout the Purchased Leave Agreement period (for example garnishee orders, court orders, insurance premiums etc.) at the normal rate unless an employee arranges an appropriate authorisation from the body concerned to vary the amount of a particular deduction.

Compulsory and voluntary deductions from salary will be made during the purchased leave period (i.e. when the leave is taken).

28.7 Continuity of Service, Leave Accruals and Other Leave

Continuity of service is not broken by periods of authorised purchased leave.

Leave entitlements and salary increments accrue as per the relevant industrial instrument during the work period of a Purchased Leave Agreement and as per the [Leave Without Salary Credited as Service Directive](#) during periods of purchased leave.

The following leave is not available to employees whilst they are taking purchased leave:

- recreation leave
- sick leave
- long service leave
- special leave on full salary
- paid carers' leave
- compassionate leave
- critical incident leave

Where an employee accesses unpaid parental leave during the period of a Purchased Leave Agreement, the duration of the Agreement is extended by the period of the unpaid parental leave taken unless the employee requests and is granted approval to withdraw from the Purchased Leave Agreement.

Purchased leave is inclusive of any public or statutory holidays that fall while the employee is taking purchased leave. Purchased leave is, however, exclusive of any public holidays that fall either immediately prior to a purchased leave period, or immediately following its completion.



28.8 Allowances and Overtime

Purchased leave salary deductions are exclusive of any allowances, penalties and overtime.

Allowances including on call, first aid and locality allowances are not payable while an employee is taking purchased leave.

Subject to the relevant industrial instrument, payment for all authorised overtime worked by employees during the work period of a Purchased Leave Agreement is based on the employee's normal rate of salary, i.e. the rate of salary payable prior to any fortnightly purchased leave salary deductions being made.

Similarly, if the employee is performing higher duties, payment of overtime is to be based on the minimum normal salary rate applicable to that higher classification as per the relevant industrial instrument.

29. Leave to Attend a Pre-Retirement Planning Seminar

Subject to Service convenience, police officers may be granted special leave of up to two days with salary to attend a pre-retirement planning seminar conducted by QSuper for members nearing the eligible retirement age. This leave is not to be granted where a police officer chooses to attend a seminar during recreation or long service leave or on programmed days off.

Where a police officer wishes to attend additional seminars, the police officer is to attend in personal time or may apply for recreation leave.

Leave includes attendance at the seminar and necessary travel time to and from the centre where the seminar is conducted. The Service is not responsible for any travel costs incurred.

Police officers are expected to attend a seminar held at the closest or most convenient location. As seminars are conducted infrequently in regional centres, attendance at seminars is to be facilitated unless exceptional circumstances exist.

30. Transfer of Leave Balances (within the Service)

Where a police officer is promoted to an executive police officer position or remains employed by the Service by accepting an appointment as a public service employee, recreation, sick and long service leave balances are carried forward to the new position.

Such balances are adjusted to account for change from 38 hours per week to 36.25 hours per week when appropriate.

In addition, sick leave balances are also adjusted after re-calculation of sick leave accrual during period of employment as a police officer based on ten (10) days accrual per year.

31. Floods, Cyclonic Disturbances, Severe Storms or Bushfires

A police officer who is prevented from attending their normal place of employment because of floods, cyclonic disturbances, severe storms or bushfires etc. may be granted special leave on full pay as follows:

- where the absence is less than one working day, necessary leave for such absence; and
- in all other absences involving whole working days, up to a maximum of 5 working days per calendar year non-cumulative.



Additional special leave in exceptional and deserving cases or where an employee is affected by more than one disaster in any one year may be considered.

Situations where a police officer may be granted leave due to being prevented from performing duty due to floods, cyclonic disturbances, severe storms, bushfires etc. include:

- where it is not practicable for a police officer to attend for duty at another QPS establishment;
- where a police officer is absent from his or her usual place of residence on approved leave or during a weekend and is unable to return in sufficient time to attend the normal place of employment or it is not practicable to attend duty at another QPS establishment;
- where a police officer is required to return home before the officer's usual ceasing time to ensure personal safety, the protection of their family and property or the availability of transport facilities which may be disrupted or discontinued because of weather or environmental conditions; or
- where a police officer must, of necessity, remain at home to safeguard their family or property.

Access to this leave does not impact a police officer's entitlements to emergency or compassionate absences as outlined in this Standard.

32. Emergency Services Leave

A police officer, who is a voluntary member of the State Emergency Service (SES), may be granted paid leave to attend SES emergency management training courses:

- conducted by the SES - paid leave of up to a maximum of five working days per calendar year, non-cumulative; or
- conducted by the Australian Emergency Management Institute – paid leave as necessary to attend the course.

All other costs are the responsibility of the SES and/or individual police officer, including all course fees and travel costs. Documentary evidence of selection and course requirements are to be provided with the application.

Police officers may be granted paid leave for the full period of approved absence when called out to attend an emergency or fight a fire as:

- a volunteer with the SES;
- a volunteer with the local fire fighting unit;
- a member of a Rural Fire Brigade;
- an auxiliary member of a fire brigade;
- an Honorary Ambulance Officer; or
- a St John Ambulance volunteer.

In assessing a request for leave, delegated officers are to ensure that leave granted is compatible with the operational requirements of the work unit and QPS fatigue management requirements.

As a police officer's primary responsibility is to the QPS, where a potential conflict of interest exists and the matter cannot be resolved with the officer or the local manager of the SES / other organisation, the police officer is not to be granted leave.

An officer may be entitled to unpaid emergency services leave in accordance the provisions of the [Industrial Relations Act 2016](#) (s 118).



33. References

- [Anti-Discrimination Act 1991](#)
- [Police Service Administration Regulation 2016](#)

34. Definitions

For the purpose of the Leave – Police Officers Standard the following definitions apply.

34.1 Consecutive Working Days

'Consecutive working days' means days following one after the other on which a police officer has been rostered for duty.

34.2 Dependent Child

For the purpose of eligibility for travel concessions, a dependent child is one who is under 21 years of age and who resides with the police officer for at least 50% of the year, excluding the time spent in attendance at a boarding school or another educational institution.

34.3 Extended Period of Sick Leave

For the purposes of applications to access sick leave bank, an 'extended period' of sick leave will mean the utilisation of a minimum period of five (5) days personal leave (i.e. leave without pay or other) prior to making an application for sick leave bank benefits.

34.4 Immediate Family

Immediate family includes:

- the employee's spouse (includes a former spouse and de facto partner); and
- a child, ex-nuptial child, stepchild, adopted child, foster child, ex-foster child, parent, grandparent, grandchild or sibling of the employee or employee's spouse.

34.5 Northern and Western Parts of the State

Northern and western parts of the state means that part of the state lying to the northward and westward of a line, north of the 22nd parallel of south latitude and west of 147 degrees east longitude but including the town of Moranbah.

34.6 Recognised State or National Sporting Body

A recognised state or national sporting body is an organisation affiliated with the international governing body for that sport.

34.7 Special Services Duty

Special services duty means the performance of prescribed police services under s. 10.16 of the [Police Service Administration Act 1990](#) and as referred to in clause 19 Special Services of the [Queensland Police Service Employees Award – State 2016](#). Further arrangements are outlined in [Management Support Manual](#) and the [QPS Certified Agreement 2019](#).

34.8 Spouse

For the purpose of eligibility for travel concessions, a spouse is one who resides with the police officer but



does not include a former spouse.

34.9 Twelve Month Period – Isolation Leave and Concessions

Concessional arrangements described in the Isolation Leave and related travel concession provisions are available to officers every twelve months on the anniversary of the officer's date of commencement at the isolated centre and must be taken within twelve (12) months following year of accrual.



2022/01

Leave Standard: Staff Members



Contents

Purpose	3
2 Overview	3
3 Legislation, Industrial Instruments and Rulings	3
4 Delegations	3
5 Responsibilities – Delegated Officers	4
6 Leave Applications	4
7 Documentation	4
8 Payment in Advance	4
9 Recall to Duty or Cancellation of Leave	5
10 Transfer of Leave Balances – Within the QPS	5
11 Payment on Separation	5
12 Recreation Leave	5
13 Long Service Leave	7
14 Sick Leave	7
15 Compassionate Leave	9
16 Carer's Leave	9
17 Special Leave with and without Salary	10
18 Australian Defence Force Reserve Leave	11
19 Court Attendance and Jury Service	13
20 Cultural Leave	13
21 Domestic and Family Violence Leave	13
22 Study Leave	13
23 Isolation Leave	13
24 Purchased Leave	13
25 Traumatic Event/Critical Incident Leave	16
26 Pandemic Leave	17
27 Related Documents	17



Purpose

This Standard sets out details relevant to staff member leave entitlements, conditions and arrangements. This Standard does not duplicate all provisions and entitlements in legislation, industrial instruments or Directives, but complements those other sources of entitlements.

Parental Leave entitlements including when recalled to duty, are set out in the [2014/15 Parental Leave Policy](#) and the [Paid Parental Leave Directive](#).

2 Overview

Specific staff member leave entitlements are set out in the relevant Directives issued under the *Public Service Act 2008*, applicable Industrial Instruments and/or *Industrial Relations Act 2016* and in this Standard.

This Standard does not specifically outline all details relating to leave entitlements. For full details, employees, including casuals, should refer to the specific referenced legislation, industrial instrument or Directive.

Leave entitlements for part-time employees are calculated on a pro-rata basis, unless otherwise provided for in the applicable industrial instrument or policy.

Entitlements for casual employees may differ to those available to full-time or part-time employees – only limited leave entitlements apply to casual employees. For full information, casual employees should view the relevant Directive, Award, Certified Agreement or legislative provision.

The Service recognises that recreation leave is leave given to employees to specifically utilise for recuperation purposes and all employees should note the requirements of section 12.3 below regarding managing recreation leave balances. This is consistent with the duty of care on the Service to ensure the safety and wellbeing of employees and that fatigue is effectively managed.

Members of the Senior Executive Service and Senior Officers have terms and conditions detailed in the [Senior Officers - Employment Conditions Directive](#) and [Senior Executives – Employment Conditions Directive](#).

This Standard does not address leave conditions for police officers and police recruits.

A [leave reference table](#) is available which sets out where further details on leave entitlements can be found and provides links to source documents (Directives, Certified Agreements etc.)

3 Legislation, Industrial Instruments and Rulings

The legislation, industrial instruments, Directives (rulings under the *Public Service Act 2008*), and Service policies, all as varied from time to time, provide the framework and minimum leave entitlements for staff members.

Public Service and Ministerial Directives listed in this Standard are maintained on the Queensland Government [FORGOV website](#).

4 Delegations

Approval authorities are set out in the [Human Resources Delegations and Approvals](#) schedule.



5 Responsibilities – Delegated Officers

Delegated Officers are to ensure that:

- absences on leave are properly managed, including consideration of workload on employees remaining in the workplace;
- leave granted is compatible with the operational needs of the relevant work area and where practicable, the individual circumstances of staff members;
- timely notice is given to the staff member regarding approval or non-approval of leave;
- applications for leave are not unreasonably refused especially where leave is requested in relation to family needs and cultural leave; and
- applications for bereavement leave, ADF Reserve leave and other non-discretionary leave are approved, where an entitlement exists.

In exercising leave approval authorities, the following limitations apply:

- approval of leave is conditional upon confirmation that an entitlement exists to the leave requested and the employee has (or will have) the necessary accrued balance; and
- approval of leave may be subject to conditions determined by the Commissioner, Deputy Commissioner, and/or an Assistant Commissioner/Executive Director. For example, paid special leave without debit might be approved subject to the employee first accessing their own accrued recreation leave and/or long service leave.

6 Leave Applications

Staff members including casual employees are to submit applications for leave to their Delegated Officer as soon as practicable. Timely notice of unplanned leave or the intended commencement date of planned leave must be provided.

Unless otherwise provided for, leave applications are to be submitted electronically (see Employee Self Service (ESS) on the QPS intranet).

Should a situation exist where a staff member is incapable, due to illness/injury, of completing a leave application, the Delegated Officer may submit an Application for Leave form on the employee's behalf. Any necessary medical certificates/evidence is to be provided either during or at the completion of leave as required.

Applications for purchased leave (as per an approved Purchased Leave Agreement) must be made at least 6 weeks prior to the proposed leave commencement date using the "Application for Leave form".

7 Documentation

Where documentation is required to support leave applications, it is to be provided to the Delegated Officer in a timely manner and filed locally. Documentation to support leave applications includes, but is not limited to, medical certificates (e.g. sick leave); death certificates/funeral notices/doctor's certificate or statutory declaration (e.g. bereavement leave).

8 Payment in Advance

In exceptional circumstances (such as travel to international or remote destinations and economic hardship), staff members may request payment in advance when applying for



recreation, isolation and/or long service leave, provided the leave is for a period of five working days or more and includes a pay-day. Such leave applications must be submitted for processing at least four weeks prior to the commencement of the leave.

Payment in advance is not available for purchased leave.

9 Recall to Duty or Cancellation of Leave

Delegated Officers may recall an employee from recreation, long service, discretionary special leave or purchased leave or cancel the approval or granting of such leave where operational circumstances require this. For more information refer to Human Resources, Employee Relations or relevant Directives (see Section 27 for links to all leave Directives).

A staff member is to be permitted to take any leave from which they were recalled, or which was cancelled or deferred at the earliest time convenient to both the employee and the Service.

For purchased leave that is cancelled or deferred, money for the leave period will be withheld until the leave is taken. If the purchased leave period is to be varied, an amended "Application for Leave" form is to be submitted by the staff member.

10 Transfer of Leave Balances – Within the QPS

Where a permanent staff member remains employed by the QPS but accepts another appointment including an appointment on contract as a member of the Senior Executive Service, their recreation leave, long service and sick leave balances (as adjusted where necessary for change to ordinary weekly hours) are carried forward to the new position.

11 Payment on Separation

Payment of outstanding leave entitlements on separation or the transfer of entitlements when an employee is appointed to another Queensland Government Agency are made as per the applicable industrial instruments and Directives.

On leaving the Service (permanently or temporarily, e.g. a secondment), where a staff member has purchased leave under an approved Purchased Leave Agreement that has not been accessed, they will be entitled to receive a payment of an amount equal to any accumulated salary deductions that have not yet been accessed for purchased leave. Employees will be required to meet repayment obligations for any advanced purchased leave.

On separation, a cash equivalent in lieu of the following is **not** paid:

- unused sick leave;
- rostered days off not taken (NB: roster should be amended in last work cycle to reflect ordinary salary payable); and
- any ATA balance accumulated at the date of separation unless the Service has denied the employee access to time-off (in such circumstances, payment is at the ordinary rate of pay of up to 29 hours/equivalent of four standard days).

12 Recreation Leave

For Recreation Leave entitlements, see the [Recreation Leave Directive](#).

Recreation leave may be taken on full salary or half salary, as approved by the Delegated Officer.



The timing of recreation leave is to be agreed upon by the staff member and Delegated Officer. Where the timing of recreation leave cannot be agreed upon, staff members are to be genuinely consulted regarding the taking of leave. This includes the Delegated Officer providing reasons to the staff member for rejecting their leave application.

Staff members are to manage their leave cooperatively and responsibly to maintain their recreation leave balances at manageable levels.

A balance in excess of 2 years accumulation is considered excessive, and delegates are provided with Excess Leave Reports in order to manage leave liability.

Accumulating excess recreation leave **may** be accommodated, where operationally possible and staff members have a bona fide reason such as birth of a child, family occasions such as engagements or weddings or a planned holiday requiring prior financial commitment etc.

All Managers/OICs must undertake actions in accordance with the Annual Action Plan outlined at section 12.3 below. If a staff member and Manager/OIC have tried but are unable to reach agreement on when the staff member is to take recreation leave, the delegate must decide when the employee is to take leave. In these instances, the delegate must give the employee at least eight (8) weeks written notice of the starting date of the recreation leave.

Where a staff member approaching 2 years accumulation has not made an acceptable leave application within a fortnight of being requested to do so, that staff member must be provided with a direction as per above by the delegate.

Delegated Officers are to ensure that staff members' leave entitlements are not allowed to accumulate unnecessarily due to cancellation of leave and deferments. Staff members undergoing training or awaiting deployment are not to have their leave unreasonably deferred.

12.1 Leave Loading

Staff members covered by the *QPS Certified Agreement 2019* and shift workers have their leave loading paid when recreation leave is taken. All other staff members have their leave loading paid once a year in December (per the Recreation Leave Directive).

12.2 Continuous Shift Workers less than 12 months (General Employees)

General employees covered by the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015*, have their leave entitlements set out in that Award (unless otherwise provided for).

Where general employees are engaged for less than 12 months or for part of the year on continuous shift work, they are entitled to pro rata recreation leave at the higher rate (being 25 days per annum), provided such work is for at least a 28 day consecutive calendar period.

12.3 Annual Action Plan for Managers and Officers in Charge in each Region/Command – Staff Members

Timing	Action	Responsible Officer
Each month	Advise/discuss with all staff members whose balance is approaching 2 years accrual, the requirement to submit leave applications into	Manager/Officer in Charge



	leave calendar/planners and ESS within a fortnight to reduce their leave balance	
	Submit leave application into leave calendar/planner and ESS	Staff member
	Discussion with or a reminder sent to staff members who have not yet submitted leave application in the fortnight of the request.	Manager/Officer in Charge
	Update leave calendar/planner and ESS with preferred leave dates	Staff members
	Where necessary and appropriate, Directions must be issued to staff members for a designated period and action taken to update leave planner/calendar and ESS	Manager/Officer in Charge
Each month	Formal advice/Report is to be sent to Assistant Commissioner detailing each staff member who has more than 2 years annual accrual, the reasons for this and a detailed action plan for reducing the leave balance to an appropriate level	Manager/Officer in Charge
Each month	Continue to monitor leave balances for staff members, using monthly reports, including amendments to leave applications and taking appropriate action as above	Manager/Officer in Charge
	Where staff members delete periods of leave, they are required to apply for alternative periods of leave	Staff member

It is important to consult with employees regarding the issues of excess leave as there may be exceptional circumstances where an employee may accrue beyond their excess leave amount. Such examples include but are not limited to where an employee will be going on maternity leave, where they are on approved WorkCover or where they will be using a significant amount of leave for an overseas holiday.

13 Long Service Leave

Long service leave entitlements for all staff members including casual employees are set out in the [Long Service Leave Directive](#).

Long service leave may be taken on full salary or half salary, as approved by the Delegated Officer.

Within the Queensland Police Service, long service leave is accrued and taken in calendar days. This means that long service leave is inclusive of rest days and RDOs. The minimum period of long service leave that may be taken at any one time is one (1) calendar week (exclusive of public holidays), unless otherwise provided for in clause 12 of the Directive.

Employees seeking payment in lieu of taking long service leave under the *Industrial Relations Act 2016* **must** have a minimum of 10 years continuous service. Applications for payment in lieu of taking long service leave are to be made directly to the [Queensland Industrial Relations Commission](#) (using their forms).

14 Sick Leave

For entitlements (including to meritorious sick leave), see the [Sick Leave Directive](#).



Medical certificates issued by a medical practitioner or dentist are required for periods of absence of greater than three consecutive days. Certificates may be required for shorter periods where a staff member is subject to performance monitoring, or for other circumstances where reasonable and justifiable. The certificate must include the period during which the staff member is unable to work.

For work related illness or injuries, see the Illness/Injury Management Policy.

The [Sick Leave Directive](#) allows discretion for re-crediting of recreation leave, long service leave or paid parental leave in certain circumstances and only where the employee becomes ill after commencing such leave. Re-crediting cannot be applied in cases of carer's leave.

14.1 Meritorious Sick Leave

Meritorious sick leave only applies to staff members (excluding casual employees) and entitles the employee to a grant of 13 weeks sick leave on full pay after 26 years meritorious service (not necessarily continuous) within the Queensland Public Sector (excluding Government-Owned Corporations).

Applications are to be lodged with "QSS Self-Service" and are reliant on service being meritorious. Employees who make application go through vetting prior to a decision by the Delegate.

14.2 Special War Service Credit of Sick Leave

65 working days sick leave on full pay for absences from duty which are attributable to any range of war-caused disabilities, service injuries or service disease as defined in relevant Commonwealth legislation. Any eligible staff members (excluding casuals) should refer directly to the [Sick Leave Directive](#).

14.3 Outside Activity/Employment during Absence

A staff member on leave due to a medical condition is not to undertake any activity, including other employment that will adversely affect the staff member's recovery. For further information refer to the Outside Employment Guideline <TO BE APPROVED FEB/MARCH 2022>.

14.4 Exhaustion of Sick Leave Entitlements

Should staff members exhaust their sick leave entitlements, they are placed on sick leave without salary. In such circumstances, staff members may use their recreation leave or long service leave entitlements in lieu of sick leave without salary or may be eligible to apply for income protection benefits from QSuper or sickness allowances from Centrelink. For more information refer to Human Resources Consultancy or www.qsuper.qld.gov.au.

14.5 Court Attendance – Absence due to Illness

Where a staff member or casual employee is scheduled to attend court on behalf of the QPS and is sick, a medical certificate is required for the information of the court. If a medical certificate is not otherwise required for the duration of sick leave, the Service is to pay the costs of obtaining the certificate. The certificate should state that the staff member is unfit to attend court and the illness or injury. Where possible, the certificate is to be provided to the Delegated Officer in sufficient time to allow the certificate to be delivered to the police prosecutor at least one hour before the hearing.

For information about Court Attendance and Jury Service, see Section 19 of this Standard.



15 Compassionate Leave

A staff member is entitled to access compassionate leave in accordance with the provisions set out in the [Special Leave Directive](#).

15.1 At Schedule One of the Special Leave Directive, a staff member is entitled to two (2) days non-discretionary compassionate leave on full pay on each occasion when a member of the staff member's immediate family or household—

- (a) contracts or develops a personal illness that poses a serious threat to the person's life; or
- (b) sustains a personal injury that poses a serious threat to the person's life.

Part-time staff members have the same entitlements as full-time staff members to the above described compassionate leave provided that the day/s of such leave are consecutive and coincide with the pre-determined days of a week on which the part-time staff member is required to work. Casual employees are entitled to two (2) days unpaid leave per occasion.

Staff members accessing this type of compassionate leave must provide a doctor's certificate or statutory declaration that evidences that the household/family member has an illness or injury that poses a serious threat to the person's life.

15.2 Schedule Two of the Special Leave Directive provides discretionary Special leave up to five (5) days paid leave on Emergency or Compassionate Grounds.

15.3 Unpaid discretionary Special Leave prescribed at section 8.2 of the Special Leave Directive may be granted for any purpose (including compassionate reasons) and for any duration.

16 Carer's Leave¹

An employee (other than a casual) is entitled to use any sick leave to which they have an entitlement to care for or support members of the employee's immediate family or household—

- (a) when they are ill; or
- (b) because an unexpected emergency arises.

A staff member may also utilise any sick leave as carers leave on full pay to care for and support a person who has experienced domestic violence (a victim of domestic violence). For other leave types that relate to leave for domestic and family violence, see Section 21 of this Standard.

A staff member cannot take carer's leave if another person has taken leave enabling him or her to care for the same person unless there are special circumstances requiring more than one person to care for the person.

Staff members, other than casuals, may access the following types of leave to provide care and support to immediate family and household members:

- sick leave;
- leave without salary;

¹ Note: The Family Leave (Queensland Public Sector) Award – State 2012 ceased to apply to staff members as they became subject to modern industrial instruments or awards. Carer's leave entitlements are set out in the applicable Modern Award and the *Industrial Relations Act 2016*.



- recreation leave;
- time off in lieu of payment for overtime;
- make up time.

These entitlements are subject to approval by the Delegate. Make-up time must be worked within 3 months of it being taken under this clause. It is to be worked during the spread of ordinary or rostered hours (i.e. this is the only instance where Accumulated Time Arrangements time can go into negative (debit) on a temporary basis). The time taken and the time made up are both to be recorded on a staff member's timesheet and/or on local roster records.

Casual employees – Long-term and short-term casual employees are entitled to unpaid carer's leave in accordance with ss. 43 & 44 of the *Industrial Relations Act 2016*.

If an employee takes carer's leave to care for or support a person who is ill for more than two (2) consecutive days, the employee must, if required by the delegate, give the delegate a doctor's certificate or statutory declaration evidencing that the person is ill with an illness requiring care or support by another person. Where leave is for an extended period, medical certificates/documentation are to be provided on a fortnightly or other reasonable basis giving updated medical advice.

Where an employee takes carer's leave because of unexpected emergency or to care for or support a person who has experienced domestic violence, the delegate may request a statutory declaration evidencing the leave is necessary.

A staff member must notify their manager of their intention to take carer's leave before taking the leave. Where this is not possible, they must notify the manager at the first reasonable opportunity.

A staff member must, if practicable, give the manager/OIC:

- notice of the intention to take carer's leave before taking the leave; and
- the name of the person requiring care and the person's relationship to the employee; and
- the reason for taking the leave; and
- the period that the employee estimates he or she will be absent; and
- if the reason for taking the leave is because an unexpected emergency has arisen—the nature of the emergency.

An OIC/Manager who receives evidence (for the purposes of accessing carer's leave) about a person who has experienced domestic and family violence must not disclose the evidence to someone else unless the disclosure is required or permitted under an Act.

Carer's leave is not available to staff members on any other form of leave (i.e. re-credit provisions do not apply to carer's leave when staff member is on any other type of leave).

17 Special Leave with and without Salary

Special leave entitlements for staff members are set out in the [Special Leave Directive](#). The Special Leave Directive provides for a range of paid and unpaid leave entitlements, as outlined below. Any employee considering applying for any special leave type/s should refer to the specific detail in the Special Leave Directive. General employees are not necessarily entitled to all Special Leave types.



- Unpaid special leave for any period and for any purpose (e.g. career break, outside employment, travel, etc);
- Paid special leave – usually in exceptional circumstances and at discretion of delegate;
- Bereavement leave – 2 days full pay;
- Declared emergency situation or disaster situation – leave on full salary as required;
- Election leave (for candidates in a state or local government election) for campaigning purposes and taken against recreation leave, long service leave, or leave without pay;
- Local government leave – for employees for attendance at council meetings or to undertake council business;
- Up to five (5) days paid leave per year for the following, at the discretion of the delegate:
 - Emergency or Compassionate Grounds
 - Sporting Competitions
 - Returning Officers
 - Floods, Cyclones, Bushfires, etc;
 - Attendance at emergencies (State Emergency Service, Rural Fire Brigade, auxiliary of a Fire Brigade, Honorary Ambulance Officer, St. John Ambulance volunteer), when called out for emergencies or to fight fires;
 - Platelet/blood donors;
 - Pre-retirement seminars;
 - Other exceptional circumstances, including leave arising from family or domestic violence.

In addition to paid special leave for attendance at emergencies, a staff member may also be entitled to unpaid emergency services leave in accordance with the provisions of the *Industrial Relations Act 2016* (s 118).

General employees are eligible to access at the discretion of the delegate, paid special leave for Sporting Competitions and Seminars, Conferences other than as an Official Representative as prescribed in the Special Leave Directive.

18 Australian Defence Force Reserve Leave

18.1 General Conditions

The *Defence Reserve Service (Protection) Act 2001* prohibits the hindrance or prevention of employment as a Reservist in the Australian Defence Force (ADF).

Members are to submit an Application for Leave form as soon as they are notified of the dates of full-time continuous training/deployment/call-out. The Deployment or Training Notice issued by the Commanding Officer of the ADF Unit (or delegate) is to be attached to the leave form.

Unless alternate arrangements are negotiated with the Commanding Officer, QPS members must be granted leave for the time specified in the Training Notice or a Deployment Notice to:

- attend full-time continuous training or other official activities connected with their military unit including camps, field exercises, schools, classes or courses; or
- participate in a full-time continuous deployment.

Paid leave for deployments and/or training may involve more than one absence in a financial year and is to be granted for up to 32 calendar days per financial year. An additional 14 calendar days of leave per financial year is to be granted during the member's first year of ADF service, for recruit/initial training. Any unused portion of ADF leave with salary cannot be banked or preserved (i.e. added to next financial year's entitlement).



In addition to the above, a maximum of four calendar days per financial year is to be granted as leave on full salary for travelling time from and to the member's place of residence to a place of continuous training or in order to participate in an advance or rear party in connection with a period of continuous training or other activities.

Members are to receive their standard salary and permanent allowances as paid on recreation leave. Leave in excess of the above time periods is to be approved as leave without salary unless the member requests that their absence be debited against their accrued recreation or long service leave.

Members are to contact QSuper regarding their superannuation contributions during periods of ADF leave without salary.

Should a member undertake ADF Reserve training on a programmed day off or a rostered rest day, no additional payment or alternative time off is applicable.

See the [Employee Relations Bulletin No. 05/2017](#) (or applicable updates) for further information about Defence Reserves Service and leave.

A condition of protected or compulsory ADF service is that Reservists will not engage or be required to engage in any QPS activities when on ADF leave, except with the prior written authorisation from the ADF Unit Commander or in genuine emergencies. Delegated officers are not to recall a member to duty without obtaining this authorisation.

At the conclusion of the training or deployment, the member is to submit a Certificate of Attendance to their manager.

Leave to attend an ADF compulsory call-out must also be approved.

18.2 Employer Support Payments

In general, ADF service by a member in excess of the qualifying period of 14 days each financial year attracts an Employee Support Payment (ESP), provided for multiple periods the periods are for five or more days of continuous service.

The Queensland Shared Services initiates and manages the ESP claims process on behalf of the QPS and forwards funds recouped from the ADF to the relevant region, command or division.

18.3 Injuries/Illness Incurred due to ADF Deployment or Training

Members injured or ill as a result of ADF service are covered by the workers' compensation provisions of the ADF.

Members must submit a new QPS Application for Leave form if they are unable to resume duty on the date originally specified on the Deployment or Training Notice. Supporting documentation from the ADF and evidence relating to the illness/injury, its treatment and its impact on work is to be attached to the Application for Leave form.

In such circumstances, the relevant Workplace Health and Safety Officer or Rehabilitation and Return to Work Coordinator is to be advised so that the QPS can be a party to the return to work plans.



19 Court Attendance and Jury Service

Staff members receive leave for attending court and undertaking jury service in accordance with [Directive 13/2014](#).

20 Cultural Leave

Cultural leave is prescribed at s.51 of the *Industrial Relations Act 2016* and provides for up to 5 days unpaid cultural leave each year.

In addition, Part 5 of the *State Government Entities Certified Agreement 2019* and the *Queensland Police Service Protective Services Officers Certified Agreement 2019* provides for cultural leave for eligible staff members.

21 Domestic and Family Violence Leave

In addition to Carer's Leave (see Section 16 of this Standard) and Special Leave (see Section 17 of this Standard), Directive 03/20 (Support for employees affected by domestic and family violence) also provides for paid leave (minimum of 10 days per calendar year) for all employees affected by domestic and family violence. See [QPS Policy: Supporting Members affected by Domestic & Family Violence](#) and the Directive for more details on this leave entitlement.

22 Study Leave

Staff members wishing to access Study leave should reference [2017/05 \(Study and Research Assistance Scheme \[SARAS\] Policy\)](#) and [Directive 09/18](#).

23 Isolation Leave

Staff members (excluding general employees, all temporary employees and all casual employees) and QGAir operational employees permanently working out of an eligible isolated centre per the [Leave and Travel Concessions – Isolated Centres Directive](#), are entitled to the leave benefits set out in the Directive.

24 Purchased Leave

Purchased leave is special leave without salary. It is funded by fortnightly deductions from net ordinary salary over a nominated period of time. The fortnightly deductions are set aside and accessed as 'salary' during a period of special leave without pay.

Purchased leave is available to full-time and part-time:

- public service officers;
- temporary and general employees engaged under s 148(2)(a) of the *Public Service Act 2008* and whose period of engagement is at least twelve months from the proposed date of the purchased leave;
- senior executive service and senior officers.

Purchased leave arrangements cannot be accessed by casual employees, apprentices, employees on approved workers' compensation leave or employees on unpaid leave.



24.1 Purchased Leave Agreement

To seek approval to enter into a purchased leave arrangement, an employee must complete the Purchased Leave Agreement **form** and provide it to the Delegated Officer for consideration. The Purchased Leave Agreement will have a maximum operation period of twelve months.

Factors considered during the approval process include:

- impact on business delivery outcomes and the work unit;
- the need to balance work and personal responsibilities (e.g. family or study); and
- accrued leave balances.

Once approved, the agreement is then forwarded to Queensland Shared Services (QSS) for processing. A copy is made available to the staff member as well.

The Purchased Leave Agreement can provide for a minimum of one weeks' leave and a maximum of six weeks over the 12-month period of operation or pro-rata for an agreement less than 12 months.

Staff members can commence participation in purchased leave arrangements from the next available pay period after the Agreement is approved **and** QSS has received the approved application to enter the arrangement. Alternative commencement dates may be permitted either by the agreement of the staff member and their manager/supervisor or if the staff member experiences unforeseen personal circumstances.

All leave purchased will be taken within a twelve-month period from the date the Agreement takes effect. Where a portion of purchased leave is not taken, the value of the unused leave will be refunded at the end of the Purchased Leave Agreement.

24.2 Amendments to the Agreement

An employee may apply to renegotiate their Purchased Leave Agreement, subject to operational requirements of the area where:

- their working hours increase or decrease (e.g. move from full-time to part-time);
- they are promoted, transferred or relieve in another work area in the QPS.

Changes in salary that may occur as a result of a promotion or transfer will be reflected in an adjustment to the gross salary paid to the staff member during the work period of the Purchased Leave Agreement, but not to the fortnightly purchased leave salary deduction amount i.e. if the employee is promoted, or transferred to a lower classification level, the salary deduction is not re-calculated during the life of the Purchased Leave Agreement to reflect the increase/decrease in the employee's salary.

Any new Agreement would simply acknowledge the amount of purchased leave already accumulated as a result of the pre-existing Agreement and the staff member's intention to access this amount of purchased leave during the life of the new Agreement.

If it is not operationally viable for a staff member to continue a pre-existing Agreement with a new work area, the staff member is to be given the option of either taking any accrued purchased leave at a time convenient to the new work area, or having accumulated salary deductions paid out in lieu of accessing the purchased leave.



A Purchased Leave Agreement will be suspended where an employee becomes entitled to workers' compensation, effective from the first day of the period of incapacity until the last day of period of incapacity.

An employee may seek approval to withdraw from a Purchased Leave Agreement where the employee is on rehabilitation or accessing unpaid parental leave. Any withheld salary is to be paid out to the staff member.

24.3 Salary Deductions

The agreed fortnightly salary deduction under a Purchased Leave Agreement will be calculated on the staff member's substantive classification and salary at the time of application and will **not** be varied throughout the life of the Agreement (except employees who are moving into and/or out of part-time employment).

Temporary salary increases are not included in the regular fortnightly salary deduction calculation unless the salary increase applies for the duration of the Agreement.

Agreed salary deductions under the Purchased Leave Agreement apply to recreation leave, sick leave, long service leave, special leave on full salary, paid carers' leave, paid parental leave, paid bereavement leave and emergent leave.

24.4 Taking Purchased Leave

Employees can take a minimum of one week purchased leave at a time. Not all of the purchased leave set out in a Purchased Leave Agreement needs to be taken at once.

24.5 Advance Purchased Leave

Where approved by the Delegated Officer, a staff member may take all or part of their purchase leave in advance before sufficient salary has been accumulated to fund the leave. This option may **only** be accessed where the staff member signs an agreement that they will be liable to pay immediately for any portion of the purchased leave for which monies have not or will not be collected within the agreed period (e.g. where an employee separates from the Service).

24.6 Administrative Arrangements

Salary deductions made under an approved Purchased Leave Agreement will be paid into an account administered by the QPS. Interest will not accrue on this account.

Staff members may contact Queensland Shared Services requesting a calculation of fortnightly deductions based on net ordinary salary.

All compulsory and voluntary payroll deductions will be made throughout the Purchased Leave Agreement period (for example garnishee orders, court orders, insurance premiums etc.) at the normal rate unless a staff member arranges an appropriate authorisation from the body concerned to vary the amount of a particular deduction.

Deductions from salary will not be made if the purchased leave period covers the entire fortnightly pay period. Staff members should make alternative arrangements to pay all compulsory and voluntary deductions during a fortnightly purchased leave period.

24.7 Continuity of Service, Leave Accruals and Other Leave

Continuity of service is not broken by periods of authorised purchased leave.



Leave entitlements and salary increments accrue as per the relevant industrial instrument during the work period of a Purchased Leave Agreement and as per the [Leave Without Salary Credited as Service Directive](#) during periods of purchased leave.

The following leave is not available to employees whilst they are taking purchased leave:

- recreation leave
- sick leave
- long service leave
- special leave on full salary
- paid carers' leave

Where a staff member accesses unpaid parental leave during the period of a Purchased Leave Agreement, the duration of the Agreement is extended by the period of the unpaid parental leave taken unless the employee requests and is granted approval to withdraw from the Purchased Leave Agreement.

Purchased leave is inclusive of any public or statutory holidays that fall while the employee is taking purchased leave. Purchased leave is, however, exclusive of any public holidays that fall either immediately prior to a purchased leave period, or immediately following its completion.

24.8 Allowances and Overtime

Purchased leave salary deductions are exclusive of any allowances, penalties and overtime.

Allowances including on call, first aid and locality allowances are not payable while an employee is taking purchased leave.

Subject to the relevant industrial instrument, payment for all authorised overtime worked by staff members in excess of their ordinary daily hours of duty or outside their ordinary spread of hours during the work period of a Purchased Leave Agreement is based on the staff member's normal rate of salary, i.e. the rate of salary payable prior to any fortnightly purchased leave salary deductions being made.

Similarly, if the employee is performing higher duties, payment of overtime is to be based on the minimum normal salary rate applicable to that higher classification as per the relevant directive and/or industrial instrument.

25 Traumatic Event/Critical Incident Leave

Staff members subject to the [Queensland Police Service Certified Agreement 2019](#) are entitled to a maximum of 3 days Critical Incident Leave where they have been involved in a critical incident, as defined at clause 5.2(2) of Appendix 2 of the Agreement.

Those staff members subject to the [State Government Entities Certified Agreement 2019](#) (Core Agreement) are entitled to a maximum of 3 days Traumatic Event/Critical Incident Leave where they have suffered exposure, including via telephone or radio, to a potentially traumatic event/critical incident. To assist, see s.5A.2 of the *Police Service Administration Act 1990* for a definition of "critical incident" and see the Service Manual Definitions at the [QPS Service Manuals](#) webpage for a definition of a "potentially traumatic event".



Protective Services staff subject to the [Queensland Police Service Protective Services Officers Certified Agreement 2019](#) are also entitled to a maximum of 3 days Critical Incident Leave where they have been involved in a critical incident, as defined at clause 2.14 of the Agreement.

For further information relating to the wellbeing response for critical incidents and potentially traumatic events, Guidelines for Psychological First Aid is available on the [Safety, Wellbeing and Central Panels Division](#) webpage of the Service intranet.

26 Pandemic Leave

All relevant leave entitlements for staff members who need to access leave in the event of:

- suffering symptoms of COVID-19; or
- quarantining due to being a close contact; or
- quarantining due to advice from Queensland Health of attendance at a declared hotspot at relevant times,

should refer to both [QPS ER Bulletin 02/2020](#) (COVID-19 Pandemic Employment Conditions) and [Directive 01/20](#) (Employment Arrangements in the Event of a Health Pandemic).

27 Related Documents

[Anti-Discrimination Act 1991](#)

[Industrial Relations Act 2016](#)

[Defence Legislation Amendment \(Enhancement of Reserves\) and Modernisation Act 2001](#)

[Defence Reserve Service \(Protection\) Act 2001](#)

[Human Rights Act 2019](#)

[Police Service Administration Act 1990](#)

[Public Service Act 2008](#)

[Apprentices' and Trainees' Wages and Conditions \(Queensland Government Departments and Certain Government Entities\)](#)

[General Employees \(Queensland Government Departments\) and Other Employees Award – State 2015](#)

[Queensland Police Service \(QPS\) Certified Agreement 2019](#)

[Queensland Police Service Protective Services Officers Certified Agreement 2019](#)

[State Government Entities Certified Agreement 2019](#)

Ministerial Directives:

[13/14 Court Attendance and Jury Service](#)

[06/16 Critical Incident Entitlements and Conditions](#)

[04/17 Recreation Leave](#)

[05/17 Special Leave](#)

[09/18 Study and Examination Leave](#)

[14/18 Leave and Travel Concessions – Isolated Centres](#)

[11/18 Long Service Leave](#)

[01/19 Leave Without Salary Credited as Service](#)

[01/20 Employment Arrangements in the Event of a Health Pandemic](#)

[05/20 Paid Parental Leave](#)

[06/20 Sick Leave](#)

PSC Directives

[10/17 Senior Executives – Employment Conditions Directive](#)



[11/17 Senior Officers – Employment Conditions Directive](#)
[03/20 Support for Employees Affected by Domestic and Family Violence](#)

[QPS Safety and Wellbeing Guidelines for Psychological First Aid](#)
[Policy 2017/05 \(Study and Research Assistance Scheme \[SARAS\] Policy\)](#)

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION*Industrial Relations Act 2016 – s 952ZA - Amendment of an agreement*

State of Queensland (Queensland Police Service)
(Applicant)

v

Queensland Police Union of Employees
(First Respondent)

and

The Queensland Police Commissioned Officers' Union of Employees
(Second Respondent)

*(Matter No. CB/2020/47)***QUEENSLAND POLICE SERVICE CERTIFIED AGREEMENT 2019***Queensland Police Service Certified Agreement 2019***Certificate of Amendment**

On 18 August 2020, the Commission amended the attached written agreement in accordance with s 952ZA of the *Industrial Relations Act 2016*:

Name of Agreement: QUEENSLAND POLICE SERVICE CERTIFIED AGREEMENT 2019

Parties to the Agreement:

- The Commissioner of the Queensland Police Service
- The following persons:
 - Police Officers of the Queensland Police Service;
 - Police Liaison Officers;
 - Torres Strait Island Police Support Officers;
 - Employees of the Police Pipes and Drums Band; and
 - Assistant Watchhouse Officers
- The Queensland Police Union of Employees
- The Queensland Police Commissioned Officers' Union of Employees

Operative Date: 18 August 2020

Nominal Expiry Date: 30 June 2022

Previous Agreement: *Queensland Police Service Certified Agreement 2019*

Amendment Date of Previous Agreement: 15 November 2019

By the Commission

C.M. HARTIGAN
Industrial Commissioner
18 August 2020.

**QUEENSLAND POLICE SERVICE
CERTIFIED AGREEMENT 2019**

Clause No.	Table of Contents	Page No.
PART ONE - PRELIMINARY		
1	Title	4
2	Purpose of the Agreement	4
3	Application	4
4	Previous Certified Agreement	4
5	Duration	4
6	Renegotiation of Agreement	4
7	Relationship with Existing Awards	5
8	Equity Considerations	5
9	No Further Claims	5
10	Definitions	5
11	Staff Members Conditions	7
PART TWO - SALARIES AND CLASSIFICATION STRUCTURE		
12	Salary Increases	7
13	Classification Structure	8
14	Vacancies to be Advertised	13
15	Salary Packaging	13
PART THREE - HOURS OF WORK, ROSTERING, OVERTIME		
<i>Commissioned Officers</i>		
16	Hours of Work	13
17	Ten Hour Breaks	14
18	Programmed Days off	15
19	Shift Work	15
20	On Call	16
<i>Non-Commissioned Officers</i>		
21	Hours of Work	16
22	Ten Hour Breaks	16
23	Programmed Days Off	18
24	Rosters	19
25	Overtime	23
PART FOUR – ALLOWANCES		
<i>Commissioned and Non-Commissioned Officers Only</i>		
26	Area Allowance	24
27	Cost of Conveyance Allowance	24
28	Covert Police Operatives (CPOs) Allowance	24
29	Detective Allowance	25
30	Dignitary Protection Clothing Allowance	25
31	Diving Allowance	25

32	Dog Handler's Allowance	26
33	Explosive Ordnance Response Team (EORT) Allowance	26
34	Field Training Officer Allowance	26
35	Locality Allowance – Police Officers	26
36	Night Operational Shift Allowance (NOSA)	26
37	Officer in Charge (OIC) Allowance	26
38	On Call Allowance – Non-Commissioned Officers	27
39	One and Two Officer Station Allowance	27
40	Operational Shift Allowance (OSA)	27
41	Overtime Meal Allowance	29
42	PCYC Zonal Coordinator / Project Booyah Allowance	29
43	Prisoners' Rations Allowance	29
44	Professional Development Allowance – Commissioned Officers Only	29
45	Prosecutor's Allowance	30
46	QPCYWA Allowance	30
47	SERT Allowance	30
48	Shift Allowance	31
49	Stock and Rural Crime Investigation Squad (SARCIS) Allowance	31
50	Surveillance Operations Unit Meal Allowance	32
51	Torres Strait Island Police Support Officer (TSIPSO) Supervisor Allowance	32

PART FIVE – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

52	Public Holidays	32
53	Annual Leave – Police Officers	33
54	Annual Leave Loading – Police Officers	33
55	Annual Leave Management – Police Officers	33
56	Sick Leave – Police Officers	34
57	Maximum Limit for Payment of Consolidated Allowances – Police Officers	34
58	Paid Parental Leave – Police Officers	35
59	Long Service Leave – Police Officers	35
60	Critical Incident Leave – Police Officers	35
61	Support for Police Officers Affected by Domestic and Family Violence	35
62	Purchased Leave – Police Officers	35
63	Bereavement Leave – Police Officers	35

PART SIX – TRANSFERS, RELOCATION EXPENSES AND TRAVELLING ENTITLEMENTS

Lateral Transfers – Non-Commissioned Officers

64	Introduction	36
65	Operational Factors	36
66	Transfer Advisory Committee (TAC)	38
67	The Application Process	39

Transfer Entitlements

68	Review	39
69	General	40

Relocation Expenses

70	Relocation Expenses for Officers Retiring from the Service	42
71	Relocation Expenses for Widows and Widowers of Deceased Officers	43

Travelling Entitlements

72	Domestic Travel – Application and Entitlement	43
73	International Travel – Entitlement	44

PART SEVEN - MISCELLANEOUS

74	District Appointments	44
75	Higher Duties	45
76	Health and Safety and Fatigue Management	47
77	One and Two Officer Stations	47
78	QPCYWAs	51
79	Part Time Employment – Police Officers	52
80	Overpayments	52
81	Residential Beats	53
82	Travelling Time – Non-Commissioned Officers	56
83	Leave without Salary Credited as Service	57
84	Plain Clothes Duty	57
85	Interstate and International Appointments	57
86	Rural and Remote Staffing Strategies	57
87	2 nd Year Allocation Process Review	58
88	Frontline Positions Review	58

PART EIGHT – PREVENTION AND SETTLEMENT OF DISPUTES 58

Appendix 1	Salary Rates	61
Appendix 2	Staff Members – Conditions of Employment	63
Appendix 3	Officer In Charge – Categories	73
Appendix 4	Queensland Police Service Sick Leave Bank Arrangements	76

PART ONE - PRELIMINARY

1 Title

This Agreement shall be known as the *Queensland Police Service Certified Agreement 2019*.

2 Purpose of the Agreement

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

3 Application

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

4 Previous Certified Agreement

This Agreement replaces the *Queensland Police Service Certified Agreement, 2016* from the date of operation of this Agreement.

5 Duration

This Agreement will operate from 15 November 2019 unless otherwise stated and shall have a nominal expiry date of 30 June 2022.

6 Renegotiation of this Agreement

Subject to the provisions of the Industrial Relations Act 2016 as amended from time to time, the parties agree to commence discussions for re-negotiation of a replacement Agreement at least four months prior to 30 June 2022.

7 Relationship with Existing Awards

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

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

- Queensland Police Service Employees Award – State 2016.

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

8 Equity Considerations

The effect of this Agreement is not to allow any conduct or treatment, either direct or indirect, which would contravene the *Anti-Discrimination Act 1991*.

9 No Further Claims

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

10 Definitions

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

Authorised travelling time will also be included for the purposes of assessing accumulated time but does not include time spent travelling to or from an employee's usual place of residence, or in the case of residing away from home, the temporary place of abode.
- (2) **Award** – the *Queensland Police Service Employees Award – State 2016*, as amended or replaced from time to time.
- (3) **Centre** – means a location to which an employee has been transferred from or transferred to.
- (4) **Closed merit** – for non-commissioned officers, means a process of selection used in a transfer situation where the vacancy is not advertised on open merit, but more than one person has been identified as potential transferees. Decisions shall be on the basis of those skills and abilities identified as being necessary for the position. However, issues such as tenure, location, current rank, special qualifications may also be determining factors. Thus closed merit is applied within the relevant closed pool of employees on the same rank who have expressed their interest in transferring to a position, rather than within a wider pool which would be created by advertising the vacancy.

- (5) **Commissioned Officer** – means an employee at the ranks of Inspector, Superintendent and Chief Superintendent.
- (6) **Commissioner** – the Commissioner of the Police Service appointed pursuant to the provisions of the *Police Service Administration Act 1990*.
- (7) **Employee** – means unless otherwise designated a person to whom this Agreement applies.
- (8) **Equity** – means an employee working an Operational Shift Roster, and working his or her fair share of nights, weekends, afternoons and day shifts with everybody else on that roster. See the “Rostering Rules” via the Service’s Intranet.
- (9) **Equity year** – means the period/s which take into account 13 x 28 day rosters. For the purposes of this Agreement, the equity years will be as follows:
 - 27 April 2019 – 24 April 2020
 - 25 April 2020 – 23 April 2021
 - 24 April 2021 – 22 April 2022
 - 23 April 2022 – 21 April 2023
- (10) **Family** – for the purposes of transfer, means a spouse, dependent children and any other dependent member of the employee’s family residing with the officer at the time of transfer.
- (11) **Former Centre** – may be any former centre, not necessarily the centre from which the most recent transfer has taken place.
- (12) **Lateral Transfer** – the process of transferring non-commissioned officers within the Service (in response to one or more operational factors unless otherwise provided for within this Agreement) at the existing rank to a position and/or location at an equivalent rank, without advertisement of that position. A Lateral Transfer excludes transfers made as a discipline sanction under the *Police Service Administration Act 1990*.
- (13) **Non - Commissioned Officer** – for the purposes of this Agreement, means an employee at the ranks of Constable, Senior Constable, Sergeant and Senior Sergeant.
- (14) **Open Merit** – refers to where a position is advertised to be filled on the basis of merit as prescribed within the *Police Service Administration Act 1990* [s. 5.2 (2) (a) as amended from time to time].
- (15) **Operational Shift Allowance (OSA)** – is a fortnightly allowance which shall be paid to employees who equitably participate in a two or three shift roster over seven days per week. This allowance is for all shift work (other than night shifts which attract payment of NOSA), weekends, public holidays, and in lieu of annual leave loading.
- (16) **Operational Shift Roster** – is the roster in a station, section or establishment on which the minimum coverage is two shifts per day seven days per week, and on which employees occupy positions which attract payment of the OSA.
- (17) **Permanent** – in relation to payment of the OSA, shall mean the employee has been promoted or transferred to an operational shift position on an operational shift roster; and shall also include employees who have joined an operational shift roster for more than 28 days, but have not been promoted or transferred to such position.
- (18) **Police Officer** – means a Commissioned Officer or a Non-Commissioned Officer.
- (19) **QPCYWA** – means Queensland Police Citizens Youth Welfare Associations.

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

11 Staff Members Conditions

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

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

are found at Appendix 2 of this Agreement.

PART 2 – SALARIES AND CLASSIFICATION STRUCTURE

12 Salary Increases

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

1 July 2019	2.5%
-------------	------

1 July 2021	2.5%
1 January 2022	2.5%

- (2) The salary details for all employees covered by this Agreement are contained in Appendix 1.
- (3) A one-off payment of \$1250 (pro-rata for employees working on a part-time basis and casual employees) will be paid to all non-commissioned officers and staff members employed as at 1 July 2020.

13 Classification Structure

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

(1) Constables

- (a) Constables commencing on paypoint 1.1 will progress to paypoint 1.2 subject to successful completion of the First Year Constable Program.
- (b) Between paypoints 1.2 to 1.5 Constables progress subject to a minimum of 12 months service on each paypoint, plus Competency Acquisition Program (CAP) or Constable Development Program (CDP) equivalent requirements, and satisfactory Performance and Development Agreement (PDA).
- (c) Constables who have not completed the CDP prior to 29 February 2020, can progress to paypoint 1.6 after serving 2 years on paypoint 1.5, subject to satisfactory PDA. As from 1 March 2020 there will be no further progression to 1.6 and it will be retained as a paypoint for disciplinary sanctions only.

(2) Progression to Senior Constable

- (a) As from 1 March 2020, Constables who have completed 12 months service on paypoint 5, plus Competency Acquisition Program (CAP) or Constable Development Program (CDP) equivalent requirements, and obtained satisfactory performance reports will be able to progress to Senior Constable paypoint 1.

Transitional arrangements for officers on paypoint 1.6 and completing CDP requirements

Constables at paypoint 1.6 who had submitted a CDP assessment item between 1 January 2019 and 22 January 2020 and had submitted all assessment items in order to complete year 2 of CDP by 1 March 2020 will commence at Senior Constable paypoint 2.2 when attaining the rank of Senior Constable.

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

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

- (i) have a current driver's licence; and
 - (ii) satisfactorily complete the prescribed Operational Skills and Tactics (OST) training, (unless otherwise exempted by the relevant Assistant Commissioner); and
 - (iii) be qualified to undertake any specialist duties that form a substantial part of their normal work.
- (e) (i) Notwithstanding the above, the following designated Senior Constable positions will be retained, specifically at Senior Constable level for filling on a merit basis:-
- Officer in Charge (one officer station)
 - 2 I/Cs (two officer station)
 - Prosecutors (regional and Police Prosecutions Corps)
 - District Education and Training Officers
 - Designated Officers in Charge of units other than police stations (watchhouse; CPIU; CIB; traffic branch; water police; shopfront)
 - School-based Police Officers
 - Senior Constables located on Aboriginal and Torres Strait Islander Communities (including Thursday Island, Mornington Island, Aurukun)
 - Skills trainers (Police Service Academy)
 - District Intelligence Officers
 - District Community Liaison Officers
 - Neighbourhood/Community Police Beats – both residential and non-residential (excluding those Beats where OIC Allowance applies)
 - District Crime Prevention Coordinators
- (ii) Where it is proposed to select an applicant at Constable rank for appointment to such a position, the officer is to be appointed to the position on a relieving basis until such time as the officer is qualified for progression to Senior Constable rank. Tenure commences from the date the officer takes up the position, either on relieving or on appointment.
 - (iii) Where it is proposed to select an applicant at Senior Constable rank for appointment to such a position, and the officer has not satisfied minimum tenure in their current position, the authorised officer may elect not to approve the selection on the basis that minimum tenure has not been satisfied.
 - (iv) Promotion on merit to such positions will be restricted to currently serving Senior Constables and to officers who have qualified for progression to the rank of Senior Constable in accordance with provisions (a), (b) and (c) above.
 - (v) Where it is not possible to fill such positions by way of merit promotion, vacancies may be offered to Constables on an acting basis until the appointed officer qualifies for progression to the rank of Senior Constable.
 - (vi) Separate provisions will apply to the progression and promotion of Scientific, Photographic and Fingerprint officers. However, where such an officer becomes eligible for advancement to paypoint 1.6 or progression to Senior Constable under these

arrangements before becoming eligible for promotion to Senior Constable under those other provisions, such advancement and/or progression will proceed under these arrangements.

- (vii) Higher duties allowance will be payable only in those cases of relieving in the above categories of position.

(3) Senior Constables

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

- (a) Between paypoints 2.1 to 2.3 Senior Constables progress subject to a minimum of 12 months service on each paypoint, plus CAP or Management Development Program (MDP) equivalent requirements, and satisfactory PDA.
- (b) Beyond paypoint 2.3, progression will be subject to a minimum of 12 months service on each paypoint plus satisfactory PDA.
- (c) Progression to Leading Senior Constable (paypoint 2.10), will be subject to a minimum of 12 months service on paypoint 2.9 plus satisfactory PDA.

(4) Sergeants/Senior Sergeants

- (a) Employees attaining the rank of Sergeant/Senior Sergeant commence on the first paypoint. Provided that Senior Constables at paypoint 2.10 will commence at Sergeant paypoint 3.2 when attaining the rank of Sergeant.
- (b) Progression to the second and third paypoints of each rank require a minimum of 12 months service on each paypoint, plus CAP or equivalent MDP requirements and satisfactory PDA.
- (c) Progression beyond the third paypoint requires a minimum of 12 months service on each paypoint, plus satisfactory PDA.
- (d) Eligibility for progression to Sergeant paypoint 3.7 and Senior Sergeant paypoint 4.6 for officers remunerated at Sergeant paypoint 3.6 and Senior Sergeant paypoint 4.5 respectively will take effect from 1 July 2019.
- (e) Eligibility for progression to Senior Sergeant paypoint 4.7 will take effect from 1 July 2020.

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

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

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

(d) Change in Status as Officer in Charge

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

(e) Relieving as an Officer in Charge

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

(6) Brevet Rank Positions

- (a) For the purposes of this clause, the term “Brevet Rank” shall mean a Senior Constable, Sergeant or Senior Sergeant position designated by the Commissioner as a Brevet Rank position.
- (b) The salary payable to an employee appointed to a Brevet Rank position will commence at the minimum paypoint in accordance with Appendix 1 to this Agreement. Any applicable allowances payable will be based on the Brevet Rank salary. Normal paypoint progression arrangements at the higher rank shall apply.
- (c) In circumstances where a Senior Constable, Sergeant or Senior Sergeant position is advertised for merit-based selection and appointment, and where no suitable applicants are determined on more than one occasion, the Commissioner may approve that position as a designated Brevet Rank position. A position may be designated a Brevet Rank position for no longer than the normal tenure period applicable to the position from the date of duty of the successful applicant for the position.
- (d) Merit based selection and appointment will be used to fill designated Brevet Rank positions.
- (e) In circumstances where no suitable applicants are determined to a designated Brevet Rank position, the position may be filled by lateral transfer in which case the position ceases to be designated a Brevet Rank Position.
- (f) An employee may be appointed to a Brevet Rank position and be paid salary applicable to that Brevet Rank only while they are appointed to that designated Brevet Rank position.
- (g) A Sergeant position designated as Brevet Sergeant or Senior Sergeant position will be filled using an open merit selection process restricted to applicants who are either Management Development Program (MDP) qualified Senior Constables/Sergeants, or Senior Constables/Sergeants enrolled in the relevant MDP applicable to the Brevet Rank. Appointment of the successful applicant in these circumstances will be as follows:
 - (i) If the successful applicant is MDP qualified for appointment to Sergeant or Senior Sergeant as the case may be, the employee will be appointed as a substantive Sergeant or Senior Sergeant and the designated “Brevet” status of the position will be revoked; or
 - (ii) If the successful applicant is enrolled in MDP relevant to the Brevet Rank but not yet qualified for appointment to that rank, the employee will be appointed as a Brevet Sergeant or Senior Sergeant.
 - (iii) If the successful applicant completes MDP and is qualified for appointment to the rank prior to completion of their tenure in the Brevet Rank position, the employee will be appointed as a substantive Sergeant or Senior Sergeant at their current paypoint and the designated Brevet status of the position will be revoked. In this situation, tenure will not recommence.
 - (iv) If the successful applicant has not completed MDP at the completion of their tenure, the employee will not be eligible to be appointed as a substantive Sergeant or Senior Sergeant.
- (h) At least 3 months before the completion of tenure period of a Brevet Rank appointment, the position must be re-advertised for filling by merit appointment at the substantive rank.
- (i) Second and subsequent designated Brevet Rank appointments may be made by the Service provided that should such appointments be made involving the same officer, normal paypoint progression arrangements at the higher rank shall apply while the officer is so appointed.

(7) Prosecutors

(a) *Definitions*

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

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

(b) *Vacancies and Progression*

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

(c) *Progression to the Rank of Sergeant*

- (i) A Constable or a Senior Constable who successfully completes the Police Prosecutions Training Course and is appointed to a position within a Prosecutions Section will progress (subject to satisfactory PDAs) to the rank of Sergeant after five (5) years continuous experience as a prosecutor with the Service.
- (ii) A Constable will not progress to the rank of Sergeant unless the relevant requirements of the Constable Development Program have also been completed.
- (iii) The following applies to an employee upon progressing to the rank of Sergeant:
 - (A) normal paypoint progression as provided in clause 13(4) of this Agreement will apply;
 - (B) the employee will not be subject to any additional tenure requirements other than those applying pursuant to clause 13(7)(b)(iii); and
 - (C) if the employee wishes to leave the Prosecutions Section, then the employee may apply for:
 - (I) positions that are to be filled by merit pursuant to section 5.2(2) of the *Police Service Administration Act 1990* as amended from time to time; or
 - (II) a lateral transfer pursuant to Part Six of this Agreement provided the employee has successfully completed appropriate operational re-orientation.

(8) **Commissioned Officers**

- (a) Employees attaining each Commissioned Officer rank commence on the relevant first paypoint.
- (b) Progression within each rank above the first paypoint requires a minimum of 12 months service on each paypoint, plus satisfactory PDA.

(9) **Progression on Demotion**

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

(10) **Paypoint progression on Re-Appointment**

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

14 Vacancies to be Advertised

- (1) Except where provided for in clause 13(2)(e), clause 64 and clause 86 of this Agreement, where any position becomes vacant or any new position is created relating to a rank above that of Senior Constable, the Commissioner shall, prior to any permanent appointment being made, cause to be published in the first reasonably available Queensland Police Gazette a notice of such vacancy which shall invite applications from all those eligible employees who wish to compete for the position.
- (2) Vacancies filled through the Lateral Transfer provisions (Part Six) of this Agreement are not required to be advertised under this clause.

15 Salary Packaging

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

- (h) Any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed on to the employee as part of the salary package.
- (2) The employee's salary for superannuation purposes and severance and termination payments will be the gross salary which the employee would receive if not taking part in flexible remuneration packaging.
- (3) Subject to federal legislation, employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

PART THREE - HOURS OF WORK, ROSTERING, OVERTIME

COMMISSIONED OFFICERS

16 Hours of Work

- (1) Hours of work for the purpose of this clause are the hours that a Commissioned Officer is effectively available to perform the requirements of their role. It is acknowledged that a Commissioned Officer's salary is inclusive of ordinary hours, extended hours and on-call hours where justifiable. Hours of work are managed, monitored and arranged in accordance with clauses 16(2), 16(3) and 16(4).
- (2) Subject to subclause (3) below, the Commissioner may vary the hours of work for Commissioned Officers for the purposes of a "Declared" special event or major emergency, e.g. G20, major prolonged sporting events, major weather events, etc. A "declaration" is only made by the Commissioner or appointed delegate, or in the case of 'critical incidents', the Commissioner of Queensland Fire and Emergency Services or the applicable Minister.
- (3) Where justifiable, the Commissioner may require Commissioned Officers to perform extended hours of duty. No additional compensation is payable for extended hours of duty. Award provisions prescribed at clause 15.2(a), (d) and (f) of the Award do not apply to Commissioned Officers, however extended hours shall be in accordance with the provisions outlined at subclause (4) below.
- (4) **Work Life Balance Arrangements – Commissioned Officers**
 - (a) These Work Life Balance Arrangements (WLBA) provisions replace what was known as Managed Time and acknowledge the responsibilities placed on all Commissioned Officers, Assistant Commissioners, Executive Managers and Senior Managers to recognise and manage hours of work with appropriate time off to recuperate, refresh or to attend to personal matters.
 - (b) WLBA shall follow the agreed principles stated below:
 - (i) Duty & Work Responsibilities - Commissioned officers are expected to perform their duties when required and to manage and monitor their hours of work such that their work responsibilities are met and complements a work/life balance. Work responsibilities are role based and may include (however not limited to) attending:
 - Community related events;
 - Natural disasters;
 - Major events and major incidents.
 - (ii) Accountable Persons for WLBA - Both the Manager and Commissioned Officer is expected to responsibly manage and monitor WLBA safely, effectively and fairly.
 - (iii) Consultative Focus - Consultation between the Manager and Commissioned Officer is to be undertaken to ensure that Commissioned Officers are not given excessive responsibilities that result in unjustifiable hours of work. This includes not being regularly contacted out of ordinary hours when other officers (on duty, on-call or otherwise) are available to respond at that time or to initiate appropriate actions.

- (iv) Administrative Guidance – To ensure the successful introduction of WLBA, the Commissioner in consultation with the QPCOUE undertakes to develop administrative guidance notes to manage and monitor WLBA. Appropriate fatigue management arrangements shall be addressed in the guidance notes for Commissioned Officers who perform rotational rosters and for Commissioned Officers who are required to be on-call.
- (v) Organisational Review - On a quarterly basis, the Service and the QPCOUE shall actively monitor and review the effectiveness of these arrangements.

17 Ten Hour Breaks

- (1) Ordinary rostered shifts

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

A justifiable reason includes any of the following:

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

18 Programmed Days Off

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

19 Shift Work

- (1) No additional compensation is payable for work undertaken by commissioned officers in excess of the 38-hour week, on weekends, public holidays, or shift work, unless subclause (2) applies.

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

20 On Call

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

NON-COMMISSIONED OFFICERS

21 Hours of Work

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

22 Ten Hour Breaks

- (1) **Ordinary rostered shifts**

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

A justifiable reason includes any of the following:

- Where the duty to be undertaken cannot be planned for and is outside of the control of the Service (e.g. late notification of an attendance at Court);
 - Where the work of the station, section or establishment cannot proceed without the employee in question being on duty (e.g. a crew cannot operate without that employee being available for duty) and there is no other alternative;
 - Where it is imperative that the work being undertaken by the employee in question is not delayed (e.g. urgent investigative work).
- (2) Where an employee lives in close proximity to a remote locality station, it is possible for the 10 hour break requirement to be waived by mutual consent between the employee and an appropriate Commissioned Officer, provided that the break observed in lieu thereof is not less than 8 hours. In this case, all provisions contained in clause 22 are to be read by substituting the expression "10 hours" with the expression "8 hours".
- (3) **Overtime worked directly following a shift**

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

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

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

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

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

(6) Specials

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

Where there is a break between the end of a rostered shift and the special, or where there is a break between the end of a special and the start of a rostered shift, there is no requirement for a 10 hour break. However, both the employee and supervisor should consider the health and safety and fatigue management provisions as per clause 76 of this Agreement in determining that the rest period between the special and the rostered shift is adequate.

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

In addition, there is to be a break observed by the employee before such employee leaves their home station or home for the purpose of escorting a wide load. In determining what is a suitable break, an Officer in Charge is to take into consideration the health and safety fatigue management provisions prescribed at clause 76 of this Agreement. Also, to be considered is the complete distance to be travelled by the employee (i.e. the return distance from their home station or home) and also the estimated time taken to complete the entire exercise from a Health and Safety perspective, and the possible fatigue management impact on adjacent rostered shifts.

23 Programmed Days Off

- (1) (a) Where the arrangement of ordinary hours of work provides for a Programmed Day Off (PDO), and subject to subclause (3) below, all employees will work to a roster which will provide for PDOs on a 28-day basis i.e. in usual circumstances non-commissioned officers will work a 19-day month.
- (b) A PDO may be taken on its own, or in conjunction with leave or rest days.
- (c) Where it appears that a non-commissioned officer will not be able to access a PDO due to operational reasons then every effort should be made to change the PDO to a mutually agreeable date elsewhere within the same roster. The employee must be advised of the alteration as soon as practicable.
- (d) Provided that where this is unable to be complied with and the non-commissioned officer is directed to work on a PDO with no corresponding roster alteration, overtime is payable for such work.
- (2) In relation to accrual of PDOs the following applies:
- (a) Non-commissioned officers at one and two officer stations and QPCYWAs can accrue PDOs up to a maximum of 5 in accordance with clauses 77 and 78 of this Agreement.
- (b) Non-commissioned officers at the following stations will be able to accrue up to 12 PDOs in accordance with arrangements outlined below:

Aurukun	Lockhart River
Bamaga	Longreach
Barcaldine	Mornington Island
Blackall	Mt Isa
Burketown	Muttaburra

Charleville	Normanton
Cherbourg	Palm Island
Cloncurry	Pormpuraaw
Coen	Quilpie
Cooktown	Thursday Island
Cunnamulla	Weipa
Doomadgee	Winton
Hopevale	Woorabinda
Hughenden	Yarrabah
Kowanyama	

- (c) As from date of certification of this Agreement, non-commissioned officers at the ranks of Sergeant and Senior Sergeant who receive the OIC Allowance and occupy an OIC role will be able to accrue up to 7 PDOs and 12 PDOs respectively in accordance with arrangements outlined below.
- (d) (i) The accrued PDOs shall be taken within 12 calendar months of the date on which each PDO was accrued.
- (ii) PDOs will be exhausted by taking them on their own or in conjunction with leave.
- (iii) If the Service defers the taking of accumulated PDOs beyond the abovementioned 12 month period for organisational reasons, then they are to be taken by the non-commissioned officer at some mutually agreed date within 24 months of date of accrual of each deferred PDO.
- (iv) If accumulated PDOs have not been deferred by the Service and the employee fails to access them within the 12 month period after accrual of such PDO, then such PDOs are lost.
- (e) During the life of this Agreement, where agreement is reached between the parties, the list of stations contained at subclause (b) above may be amended to include other remote stations.
- (f) Employees who are required to be absent on duty from their usual station for protracted investigations or operations of a similar nature, other than performing relieving duties, and for a continuous period in excess of 28 days, will be able to accumulate any PDO accrued during this period of absence:
- Provided that all PDOs accumulated under this provision are accessed by the officer as soon as practicable, and within the next accounting period, after the officer returns to their usual station.
- (g) No other employees are entitled to accrue PDOs.
- (3) There will be no cash equivalent paid in lieu of PDOs.
- (4) Where an employee attends an approved course for more than 28 days, wherever possible such course is to include a PDO for each 28-day period.
- Provided that where this is not possible, and the non-commissioned officer is therefore unable to access a PDO, then such employee is to be placed on such PDO during the current roster period or the next, on return to his or her usual station.
- (5) Police officers relieving as commissioned officers will be subject to the PDO provisions as prescribed at clause 18 of this Agreement.
- (6) The rostering of non-commissioned officers on a PDO on a public holiday is not allowed.
- (7) The provisions of this clause may be varied by agreement between the QPUE and the Service for the purposes of special events, e.g. Commonwealth Games, CHOGM, APEC, major prolonged sporting events, etc.

24 Rosters

- (1) In developing rosters, the provisions of clause 76 of this Agreement must be considered.
- (2) Shifts are to commence on the hour except in the case of a flexible hours employee where clause 8.2(j) of the Award applies.
- (3) To promote and encourage innovation in rostering methods and systems that may improve productivity, efficiency and occupational health and safety aspects, the limitation of 28 days for rosters may be waived and other award/certified agreement conditions may be varied on agreement between the Union and the Service, provided the following minimum criteria are observed:
 - (a) Four rest days per fortnight;
 - (b) No more than 10 consecutive shifts;
 - (c) The average hours worked over the cycle of the roster must be 38 hours per week;
 - (d) Ten hour break requirements as per this Agreement.
- (4) Employees required to work more than 10 consecutive ordinary shifts for whatever reason will be paid at overtime rates for each additional shift worked.
- (5) At the request of the employee, the relevant OIC/Manager may agree that more than 10 consecutive ordinary shifts can be worked to accommodate the employee's personal circumstances. Where such agreement is reached, it shall be recorded in writing and placed on the employee's personnel file, and the employee and OIC/Manager will consider the occupational health and safety and fatigue management impacts of the request and subclause (4) above will not apply.
- (6) Flexible rostering may include the practice of Lay Days (sometimes referred to as Z days). Such arrangements may occur locally subject to agreement between the relevant Region/Command and the relevant employees provided that compliance with subclause (3)(a), (b), (c) and (d) herein is maintained.
- (7) **Rostering of OSA positions**

General Provisions

- (a) Rostering of OSA positions must comply with the following:
 - (i) The rostering arrangements of employees are in accordance with the criteria for payment of the OSA as prescribed in clause 40 of this Agreement;
 - (ii) Each employee is to be rostered off at least one full weekend in each 28 day roster: one full weekend will mean a Saturday and a Sunday together;
 - (iii) Each employee will not be rostered to work more than 56 weekend days, accounted as 448 weekend hours, in an equity year;
 - (iv) Each employee will not be rostered to work more than 7 public holidays in an equity year;
 - (v) Unless justifiable (as defined), employees will not be rostered to work more than 4 weekends in a row across adjoining rosters. Any employee required to work more than 4 weekends in a row across adjoining rosters, for whatever reason, will be paid at overtime rates for each additional weekend shift worked;
 - (vi) At the request of the employee, the relevant OIC/Manager may agree that more than 4 weekends in a row across adjoining rosters can be worked to accommodate the employee's personal circumstances. Where such agreement is reached, it shall be recorded in writing and placed on the employee's personnel file, and the employee and OIC/Manager will

consider the occupational health and safety and fatigue management impacts of the request and subclause (v) herein will not apply.

- (b) There will be equity in rostering of OSA positions. Equity of shifts across all OSA positions in Districts where District Rostering is practiced will apply.

Weekend Provisions

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

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

Officers who complete 4 hours or more of the rostered weekend shift, but do not complete the shift, will not have their salary reduced as outlined above.

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

Public Holiday provisions

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

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

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

- (j) (i) Prior to 1 July 2020, if there is a public holiday on which the Service does not require the employee to work, the Service will grant the employee a day off on the public holiday. Such day off will be referred to on the roster as a “public holiday off”. Such public holiday does not count as one of the 7 public holidays that may be rostered in an equity year in accordance with clause 24(7)(a)(iv) of this Agreement.
- (ii) On or after 1 July 2020, where the employee is not required to work on a public holiday shift, in lieu of the abovementioned “public holiday off” arrangement, the provisions at clause 52(1) may apply.
- (k) (i) The rostering of non-commissioned officers on a PDO or prior to 1 July 2020 on a rest day, on a public holiday, is not allowed. On such public holidays, an officer will either be rostered to work or be granted a day off on the public holiday as per subclause (j) above. Rest days will be rostered on other days within the fortnight.
- (ii) On or after 1 July 2020, the provisions of subclause (j) above and clause 52 apply.
- (l) An officer making application for annual leave over a period that includes a public holiday/s is required to include such public holiday/s (other than Easter Saturday, Labour Day and the local 'Show Day') in the period of annual leave and will be debited for such leave on such public holiday/s.
- (m) A public holiday occurring during any leave will not count as one of the 7 public holidays that may be rostered in an equity year in accordance with clause 24(7)(a)(iv), with the exceptions, on annual leave only, of Easter Saturday, Labour Day and the local 'Show Day' as specified in clause 24.1(b), (c) and (d) of the Award.
- (n) Where an employee is absent on sick leave on a public holiday where rostered to work and a medical certificate is provided, this shift will count as one of the 7 public holidays that may be rostered in an equity year in accordance with clause 24(7)(a)(iv).

District Rostering

- (o) At the discretion of the relevant Assistant Commissioner, OSA positions may be rostered within and/or across Districts (District Rostering) to maximise resource deployment and flexibility provided that:
- (i) where practicable, employees rostered to work at a location (other than their appointed division) within and/or across Districts should be notified of the change to the work location 7 days prior to the commencement of the roster period. This change of roster location should be for no longer than 2 consecutive roster periods unless otherwise mutually agreed.
- (ii) an employee;
- rostered to work in a location (other than their appointed division) that requires travel in excess of 40 kilometres from their current residence; or

- the total travelling time each way is more than 30 minutes in addition to the time (excluding exceptional and unexpected delays) the employee would normally travel to and from the employee's residence and usual station;

will be entitled to travel time in accordance with clause 82 of this Agreement and cost of conveyance prescribed at clause 27 of this Agreement and clause 13.4 of the *Queensland Police Service Employees Award – State 2016*.

- (iii) an employee referred to in subclause (7)(o)(ii) above will not be required to work at a location that requires travel in excess of 40 kilometres from their current residence for more than one roster period every 6 months unless mutually agreed between the employee and the District Officer.
- (iv) the parties agree that the rostering of individual employees to a location other than their appointed division will not occur or be used as a disciplinary sanction. However, the service may roster an employee to a location other than their appointed division as a risk mitigation strategy with regard to the Commissioners responsibilities pursuant to section 4.8 of the *Police Service Administration Act 1990*.
- (p) The parties acknowledge that District rostering may not be suitable in Districts that cover larger geographical areas.

(8) Roster changes

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

25 Overtime

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

- (1) Non-commissioned officers deemed not to be shift workers are those who either:
 - (a) mainly work day shifts over a 28 day roster period; or
 - (b) are stationed at one or two officer stations, QPCYWAs, or Police Beats as referred to at clause 81 of this Agreement; or
 - (c) have rostering arrangements that mainly do not include all seven days of the week (i.e. Monday to Sunday):

Provided that a day shift is a shift that does not attract the 15% shift penalty as provided for in clause 48 of this Agreement:

Provided further that "mainly" will mean more than 50% in the relevant 28 day roster period.

- (2) For purposes of clarity, the minimum payment of 3 hours at overtime rates as prescribed at clause 18.7(b) of the Award includes the following scenarios:
 - (a) Where a period of overtime of less than 3 hours is worked by a non-commissioned officer immediately prior to the commencement of an ordinary shift; and

- (b) Where a non-commissioned officer has returned home from an initial recall and is recalled a second time within 3 hours of commencement of the initial recall.
- (3) Non-commissioned officers referred to in subclause (1) above, will be paid overtime for hours worked outside of ordinary hours at the rate of time and a half for the first three hours, and double time thereafter (except Sunday which is all double time).
- (4) All other non-commissioned officers not covered by subclause (1) above, are regarded as shift workers and will be paid overtime at the rate of double time.
- (5) Provided that:
 - (a) officers in receipt of either Detective or Plain Clothes allowances are also regarded as shift workers and will also be paid overtime at the rate of double time;
 - (b) all officers stationed at One or Two Officer Stations will be paid for all approved overtime performed outside of their Division or as approved in accordance with clause 77(2)(e) at the rate of double time;
 - (c) all officers performing "Special Duties" will be paid at the rate of double time.
 - (d) as from date of certification of this Agreement, all officers performing duties in a General Duties role (including an OIC) will be paid for all approved overtime at the rate of double time.

PART FOUR - ALLOWANCES

Commissioned and Non-Commissioned Officers Only

26 Area Allowance

- (1) An annual area allowance paid fortnightly is payable to employees at the following centres: Aurukun, Bamaga, Kowanyama, Lockhart River, Pormpuraaw, Yarrabah, Doomadgee, Mornington Island, Palm Island, Woorabinda, Cherbourg, Wujul Wujul, and Hopevale.
- (2) The allowance will be paid to an employee who is appointed or rotated to an established position at one of the above centres while the employee is living and working in the community.
- (3) The allowance will be paid to an employee who relieves at one of the centres mentioned above for more than 6 weeks. In such cases the area allowance will be payable from the beginning of the 7th week of the relieving period.
- (4) The allowance will not be paid on any form of leave except as follows (unless the employee stays in the centre):
 - (a) Annual leave taken by the employee while the employee remains appointed to a position at one of the above centres. This provision will also apply to PDOs.
 - (b) Sick leave, bereavement leave and emergent leave while an employee is appointed to a position at one of the above centres. Provided that when an employee is accommodated outside the centre on sick leave the area allowance shall be paid for a maximum of one month, for each year of service or part thereof at any of the above centres.
 - (c) Isolation leave in accordance with the HR Policy Guideline taken by the employee while the employee remains appointed to a position at one of the above centres.
 - (d) Paid parental leave while an employee is appointed to a position at one of the above centres. Provided that the area allowance shall be paid for a maximum of 14 weeks on paid parental leave and 7 days on paid spousal leave.

- (5) The rate of the allowance will increase annually on the same date as and commensurate with the percentage increase to salaries. The allowance and effective dates are outlined below:

	<i>1 July 2018</i>	<i>1 July 2019</i>	<i>1 July 2021</i>	<i>1 January 2022</i>
<i>Per Fortnight</i>	\$418.80	\$429.30	\$440.00	\$451.00
<i>Per Annum</i>	\$10,927	\$11,200	\$11,479	\$11,766

27 Cost of Conveyance Allowance

Provisions relating to costs of conveyance entitlements for police officers are found in the *Queensland Police Service Employees Award – State 2016*. The rate applicable as at date of certification of this Agreement is 80 cents per kilometre.

28 Covert Police Operatives (CPO) Allowance

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

29 Detective Allowance

- (1) As from 1 July 2019, the allowance prescribed at clause 13.11(b)(i) of the Award is amended to be set at the rate of 2.5% of the fortnightly salary prescribed for a Sergeant paypoint 1, and the allowance prescribed at clause 13.11(b)(ii) of the Award is amended to be set at the rate of 2% of the fortnightly salary prescribed for a Sergeant paypoint 1.
- (2) The allowances and operative dates are outlined below:

	<i>1 July 2018</i>	<i>1 July 2019</i>	<i>1 July 2021</i>	<i>1 January 2022</i>
<i>DET Per Fortnight</i>	\$79.00	\$90.40	\$92.70	\$95.00
<i>DET Per Annum</i>	\$2061	\$2358	\$2418	\$2478
<i>PC Per Fortnight</i>	\$63.10	\$72.40	\$74.20	\$76.00
<i>PC Per Annum</i>	\$1646	\$1889	\$1936	\$1983

(Annual amounts are for information purposes only)

- (3) The amounts payable as outlined at subclause (2) above are calculated on the relevant pay rates as prescribed by this Agreement.

30 Dignitary Protection Clothing Allowance

- (1) In lieu of the allowance rate prescribed in clause 13.3(a)(i) of the Award, officers performing Dignitary Protection duties will be entitled to a clothing allowance of \$148.20 per fortnight. All other provisions prescribed at clause 13.3 of the Award continue to apply.

- (2) Officers performing Dignitary Protection duties on a part-time basis, will be entitled to the above allowance on a pro rata basis.
- (3) The amount prescribed at subclause (1) above will be 200% of the Clothing Allowance fortnightly rate prescribed at clause 13.3(a)(i) of the Award and will automatically be increased from the same effective date as any future increase to the allowance prescribed at clause 13.3(a)(i) of the Award.

31 Diving Allowance

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

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

	<i>1 July 2019</i>	<i>1 July 2021</i>	<i>1 January 2022</i>
<i>Per Fortnight</i>	\$417.90	\$428.30	\$439.00

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

32 Dog Handler's Allowance

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

	<i>1 July 2018</i>	<i>1 July 2019</i>	<i>1 July 2021</i>	<i>1 January 2022</i>
<i>Per Fortnight</i>	\$379.20	\$388.70	\$398.40	\$408.40

33 Explosive Ordnance Response Team (EORT) Allowance

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

	<i>Date of Certification</i>	<i>1 July 2021</i>	<i>1 January 2022</i>
<i>Per Fortnight</i>	\$417.90	\$428.30	\$439.00

34 Field Training Officer Allowance

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

- (3) Beyond the designated mentor period of an FYC, a supervising FTO is not entitled to this allowance.
- (4) The FTO Allowance is not payable on any form of leave.

35 Locality Allowance – Police Officers

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

36 Night Operational Shift Allowance (NOSA)

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

37 Officer in Charge (OIC) Allowance

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

OIC Category	Allowance Payable 1 July 2019		Allowance Payable 1 July 2021		Allowance Payable 1 January 2022	
	\$ Per Annum	\$ Per Fortnight	\$ Per Annum	\$ Per Fortnight	\$ Per Annum	\$ Per Fortnight
Category A	\$4,099	\$157.10	\$4,200	\$161.00	\$4,305	\$165.00
Category B	\$8,200	\$314.30	\$8,406	\$322.20	\$8,617	\$330.30
Category C	\$12,301	\$471.50	\$12,609	\$483.30	\$12,925	\$495.40
Category D	\$16,400	\$628.60	\$16,809	\$644.30	\$17,229	\$660.40

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

38 On Call Allowance – Non-Commissioned Officers

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

<i>On Call</i>	<i>1 July 2018 per hour</i>	<i>1 July 2019 per hour</i>	<i>1 July 2021 per hour</i>	<i>1 January 2022 per hour</i>
<i>Other than a rest day or PDO</i>	\$2.911	\$2.9835	\$3.058	\$3.1345
<i>On a rest day or PDO</i>	\$4.990	\$5.1145	\$5.2425	\$5.3735

39 One and Two Officer Station Allowance

- (1) Employees attached permanently to a one or two officer station are to be paid an all up allowance of 36.5% of the employee's fortnightly paypoint.
- (2) Subject to clause 57 of this Agreement, this allowance shall be payable on all forms of paid leave and will be in lieu of payments for:
 - (a) Overtime
 - (b) On Call and Recall
 - (c) Shift Work
 - (d) Weekend duty
 - (e) Work on public holidays
 - (f) Leave loading
- (3) Other conditions relating to employees attached permanently to a one or two officer station are found at clause 77 of this Agreement.

40 Operational Shift Allowance (OSA)

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

 Provided that employees relieving either in one and two officer stations, QPCYWAs, CPOs, or as commissioned officers will not be entitled to payment of OSA from the date of taking up such duty.
- (2) The OSA is in lieu of shift and weekend penalty rates, public holiday rates, and annual leave loading.
- (3) For eligible non-commissioned officers to qualify for the payment of OSA, non-commissioned officers are required to work up to 56 weekend shifts and up to 7 public holiday shifts in an equity year.
- (4) Subject to clause 57 of this Agreement, employees in receipt of the OSA will be paid the OSA on all forms of paid leave (including workers compensation), as approved by the Service, except for long service leave.
- (5) Where justified to the Commissioner of Police, OICs will be able to access the allowance.
- (6) One of the determining factors in assessing whether a two shift roster qualifies as an operational shift roster is if the second shift of the day would attract the 15% shift penalty as provided for in clause 45 of this Agreement.
- (7) Upon commencement of permanent duty in an OSA position the OSA will immediately be paid to an employee.
- (8) An employee not in receipt of OSA who has temporarily joined an operational shift roster for a period of more than 28 days is eligible for the payment of the OSA from the commencement of the period. Payment of the OSA will cease immediately when the employee leaves the operational roster.
- (9) An employee not in receipt of OSA who has temporarily joined an operational shift roster for 28 days or less is eligible for the payment of the shift penalty payments as prescribed in clause 48 of this Agreement, and other penalties as prescribed in the Award:

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

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

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

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

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

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

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

- (12) Under no circumstances will shift and weekend penalty rates, public holiday penalty payments, leave loading payments, one and two officer station allowance, PCYC Zonal Coordinator / Project Booyah allowance, QPCYWA allowance, beats allowance, CPOs allowance, TSIPSO Supervisor Allowance or SARCIS allowance be paid in addition to the OSA.
- (13) Every attempt should be made to ensure employees permanently enter or exit operational shift rosters at the beginning or end of the rosters for administrative ease.
- (14) If an employee is not in an OSA position but transfers to an OSA position, then payment of the OSA will be effective from the date such employee commences duty on the operational shift roster.
- (15) Pro rata application of the OSA conditions is provided for at clause 24(7)(h) of this Agreement.

41 Overtime Meal Allowance

- (1) Overtime meal allowances for non-commissioned officers are prescribed at clauses 13.12 of the Award. The rate applicable as at date of certification of this Agreement is \$13.40.
- (2) An employee who performs sufficient overtime to attract payment of overtime meal allowances whilst also entitled to Travelling Entitlements prescribed at clause 72 and 73 of this Agreement, will not be entitled to claim two separate allowances for the same meal. In this instance the employee will be entitled to claim the higher of the two applicable allowances.
- (3) The overtime meal allowance shall not be payable in those circumstances where an adequate meal is provided at the employer's expense.

42 PCYC Zonal Coordinator / Project Booyah Allowance

- (1) As from date of certification of this Agreement, PCYC Zonal Coordinators and the non-commissioned officers allocated to Project Booyah will be paid a fortnightly allowance of 18% of the officer's base rate of pay.
- (2) Such allowance compensates the officer for all work performed on shift work; overtime (including recalls); and on call. Officers remain entitled to ordinary time public holiday penalties and ordinary time weekend penalties.
- (3) Subject to clause 57 of this Agreement, the PCYC Zonal Coordinator / Project Booyah Allowance will be paid to officers on any form of paid leave whilst remaining attached to such positions.

- (4) Subject to subclause (3) above, the allowance is not payable when an officer ceases to undertake the duties of the role including for temporary absences to undertake relieving in other positions.

43 Prisoners' Rations Allowance

Prisoners' rations allowance for police officers are prescribed at clause 13.14 of the Award. The rate applicable as at date of certification of this Agreement is \$13.40.

44 Professional Development Allowance – Commissioned Officers Only

- (1) As from the date of certification of this Agreement, substantive Commissioned Officers shall be paid a Professional Development Allowance equivalent to 4.5% of the annual rate of Inspector pay point 1. The effective date for calculation is 1 July of each year.
- (2) Subject to the transitional arrangements below, payment of the allowance will be made in the first pay occurring during August of each year of this Agreement.
- (3) This payment is paid as a self-education allowance where the first payment following certification relates to the 2019/2020 financial year. Payment of this allowance is for Commissioned Officers to undertake appropriate professional development activities.
- (4) The allowance is payable as income and therefore Pay As You Go (PAYG) tax is withheld. Commissioned Officers are encouraged to obtain their own independent financial advice regarding their personal taxation circumstances.
- (5) Transitional Arrangements - The initial payment of this allowance for the 2019/2020 financial year will be made as soon as possible following certification and will be reduced by any reimbursements made under the previous certified agreement for expenses incurred for professional development on or after 1 July 2019.

45 Prosecutor's Allowance

- (1) As from date of certification of this Agreement, non-commissioned officers who perform duty as a prosecutor following successful completion of the Police Prosecutions Training Course will be paid a fortnightly allowance at the rate of 2.5% of the fortnightly salary prescribed for a Sergeant paypoint 1.
- (2) There is no entitlement to the allowance on cessation of duties as a prosecutor.
- (3) The allowances and operative dates are outlined below:

	<i>Date of Certification</i>	<i>1 July 2021</i>	<i>1 January 2022</i>
<i>Per Fortnight</i>	\$90.40	\$92.70	\$95.00
<i>Per Annum</i>	\$2358	\$2418	\$2478

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

46 QPCYWA Allowance

- (1) Employees attached permanently to a QPCYWA (excluding head office) are to be paid an all up allowance of 35% of the employee's fortnightly paypoint.
- (2) Subject to clause 54 of this Agreement, this allowance shall be payable on all forms of paid leave and will be in lieu of payments for:
 - (a) Overtime
 - (b) On Call and Recall

- (c) Shift Work
 - (d) Weekend duty
 - (e) Work on public holidays
 - (f) Leave loading
- (3) Other conditions relating to employees attached permanently to a QPCYWA are found at clause 78 of this Agreement.

47 SERT Allowance

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

	<i>1 July 2018</i>	<i>1 July 2019</i>	<i>1 July 2021</i>	<i>1 January 2022</i>
<i>Per Fortnight</i>	\$407.70	\$417.90	\$428.30	\$439.00

- (2) The allowance as prescribed in this clause will be payable on any forms of leave, except for long service leave.
- (3) For the purposes of clarification, negotiators attending training sessions are not and were not entitled to the allowance as prescribed herein.

48 Shift Allowance

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

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

49 Stock and Rural Crime Investigation Squad (SARCIS) Allowance

- (1) Operational Detectives and plain clothes non-commissioned officers appointed within a Stock and Rural Crime Investigation Squad (SARCIS) will be paid an all inclusive allowance that equates to 41% of their base fortnightly salary. This allowance will be paid in lieu of OSA, NOSA and/or other payments for shifts, weekend and public holiday work, overtime, recalls, leave loading, Detective / plain clothes and clothing allowances, and on call.
- (2) An employee not already in receipt of this allowance, who is approved to temporarily relieve in a SARCIS position for a period of more than 28 days is eligible for the payment of this allowance from the commencement of the period. Payment of the SARCIS allowance will cease immediately when the employee leaves the SARCIS position.
- (3) An employee not already in receipt of this allowance, who temporarily relieves in a SARCIS position for a period of 28 days or less does not qualify for payment of this allowance. Such an employee will be entitled to those penalties and allowances intended to be replaced by the SARCIS allowance provided for in this Agreement and the *Queensland Police Service Employees Award – State 2016*.

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

- (4) An employee receiving the SARCIS Allowance who leaves a SARCIS position on a temporary basis will maintain the payment of the SARCIS Allowance for up to a period of 28 calendar days. During the 28-day period, none of the entitlements outlined at clause 49(1) would be paid to the officer unless, and only for all or part of authorised overtime performed on any given day during the period, there are exceptional circumstances justifying payment for such overtime based on a case by case basis (e.g. major events).
- (5) After 28 calendar days the payment of SARCIS Allowance will immediately cease and will not recommence until the employee returns to the SARCIS position.
- (6) From the time that payment of the SARCIS Allowance ceases, the employee will be eligible for the allowances, penalty rates, and/or leave loading as applicable in the temporary position.
- (7) Under no circumstances will shift and weekend penalty rates, public holiday penalty payments, leave loading payments, one and two officer station allowance, PCYC Zonal Coordinator / Project Booyah allowance, QPCYWA allowance, beats allowance, CPOs allowance, OSA or NOSA be paid in addition to the SARCIS Allowance.
- (8) SARCIS Allowance is payable on all forms of leave except long service leave.

50 Surveillance Operations Unit Meal Allowance

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

51 Torres Strait Island Police Support Officer (TSIPSO) Supervisor Allowance

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

PART FIVE – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

52 Public Holidays

- (1) (a) The rostering of non-commissioned officers on a programmed day off on a public holiday is not allowed. Prior to 1 July 2020, the rostering of a non-commissioned officer on a rest day on a public holiday is not allowed.
- (b) On or after 1 July 2020, the rostering of non-commissioned officers on a rest day on a public holiday is allowed, provided that an additional day off is provided to the officer to be taken in the same manner as PDOs at clause 23(2)(d) of this Agreement. Any such accrued day off in lieu must be utilised on a rostered work day (excluding a public holiday).
- (c) For commissioned officers, the rostering of a programmed day off on a public holiday is not advocated.
- (2) For the purposes of subclause (1) above, a day where a part-time non-commissioned officer is not rostered on, is not considered a rest day. The provision in subclause (1) above does not change the rostering arrangements for part-time non-commissioned officers. That is, if a public holiday falls on a part-time non-commissioned officer's ordinary rostered hours, the OIC will make a decision whether the part-time non-commissioned officer attends work on that day and receive appropriate penalty rates or give the part-time non-commissioned officer a paid public holiday off. A part-time non-commissioned officer who works flexible days will be rostered on public holidays on a pro-rata basis.
- (3) An employee cannot be placed on call in accordance with clause 18.5 of the Award during their notional shift on a Public Holiday Off. If in exceptional circumstances a non-commissioned officer attached to the Water Police is required to hold themselves ready for duty on a Public Holiday Off, the officer will be paid the on-call allowance prescribed at clause 18.5(c)(i) of the Award for all hours required to be on call. If subsequently called out during the officer's notional shift, the officer is entitled to normal public holiday ordinary time entitlements.
- (4) The Service is able to roster police officers on or off public holidays as appropriate. The decision as to who will or will not work will be made by the Commissioner. Such decision will be based on need.
- (5) Other provisions relating to rostering on public holidays can be found at clause 24(7)(i) to (n) (Rostering of OSA Positions).

53 Annual Leave – Police Officers

- (1) Annual leave will accrue at the rate of 0.62466 hours for each calendar day of service (i.e. 6 weeks per annum); and in the Northern and Western parts of the State at 0.68712 hours for each calendar day of service (i.e. 6 weeks 3 days per annum).
- (2) An employee permanently in receipt of the OSA, SARCIS Allowance or the One and Two Officer Station Allowance and QPCWYA Allowance immediately prior to commencing a period of annual leave will have such allowances paid during the entirety of that period of annual leave, in lieu of leave loading.
- (3) The following will apply in lieu of clause 20.1(c) of the Award:

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

54 Annual Leave Loading – Police Officers

(1) Commissioned Officers

- (a) Leave loading of 17.5% on 4 weeks annual leave per year will be paid to all commissioned officers on the first pay of December each year for the previous calendar year.
- (b) In addition, shift working commissioned officers will be paid pro-rata shift work leave loading at the rate of 0.5749% of the officer's base rate for all time engaged in and/or occupying a continuous shift work position. The *pro-rata* shift work leave loading under this subclause will be paid fortnightly at the rate prescribed.

(2) **Non-Commissioned Officers**

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

55 Annual Leave Management – Police Officers

- (1) Employees and the Service are jointly liable for the management of annual leave. The intention is for members to access their leave annually.
- (2) By virtue of the *Queensland Police Service Employees Award – State 2016*, police officers are allowed to accumulate up to two years' annual leave. However, this is not a right or an entitlement: it is a limit on accruals. The ability of the Service to direct officers to take annual leave is contained within the Award and the *Industrial Relations Act 2016*.
- (3)
 - (a) Based on this ability, the Service will implement a State-wide annual leave target for all police officers each year. There will only be one target date each year, being 30 June.
 - (b) The specified targets of accrued annual leave are 342 hours for non-commissioned officers in the Northern and Western parts of the State and 304 hours for non-commissioned officers in the remainder of the State.
 - (c) For commissioned officers, the specified targets are 304 hours in the Northern and Western parts of the State and 266 hours in the remainder of the State.
 - (d) See clause 20.1 of the Award for a description of the Northern and Western parts of the State. If officers do not voluntarily access appropriate leave, then they may be directed to take leave, provided that such direction is fair and reasonable.
- (4) It is not considered fair and reasonable to direct employees to take annual leave in periods of less than one week generally, or two weeks for officers in the northern and western parts of the State who accrue extra leave.
- (5) In considering directions to take annual leave the Service should be flexible in relation to such matters as:
 - leave associated with the birth of child/children;
 - a planned holiday, especially where a deposit is required;
 - family occasions such as engagements, weddings etc;
 - other special needs of the employee.
- (6) Where an employee requests, annual leave may be accessed in periods of less than one or two weeks.

56 Sick Leave – Police Officers

- (1) The Service continues to endorse the operation and maintenance of the Sick Leave Bank, as outlined at Appendix 4 of this Agreement.
- (2) Sick leave will accrue at the rate of 0.31233 hours for each calendar day of service (i.e. 15 days per annum). Provided that First Year Constables receive a one-off allocation of one year's sick leave (15 days) at the commencement of their first year with accrual of sick leave to commence on completion of the first year as a Constable.

- (3) A medical certificate will be produced by employees in receipt of OSA for short term absences on weekend shifts. Provided that any such absences for which a medical certificate is not produced will count towards the six working days allowed in any one year as prescribed at clause 21.1(b)(iii) of the Award.
- (4) In lieu of the requirement prescribed at clause 21.1(b)(i) of the Award to produce a certificate of a duly qualified medical practitioner, a police officer may produce to the Service a certificate from a duly qualified Allied Health Professional or Registered Nurse if they reside in a remote location and demonstrate an inability to access a Medical Practitioner.
- (5) Where a non-commissioned officer in receipt of OSA relieves as a commissioned officer for a period of 28 days or less and is absent on sick leave during the relieving period, such sick leave will be paid at their ordinary rate of pay as a non-commissioned officer including OSA.

57 Maximum Limit for Payment of Consolidated Allowances – Police Officers

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

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

58 Paid Parental Leave - Police Officers

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

59 Long Service Leave - Police Officers

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

60 Critical Incident Leave – Police Officers

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

61 Support for Police Officers Affected by Domestic and Family Violence

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

62 Purchased Leave – Police Officers

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

63 Bereavement Leave - Police Officers

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

PART SIX – TRANSFERS, RELOCATION EXPENSES AND TRAVELLING ENTITLEMENTS

LATERAL TRANSFERS – NON-COMMISSIONED OFFICERS

64 Introduction

- (1) The lateral transfer process applies where appropriate in lieu of clause 14 of this Agreement and clause 26 of the Award.
- (2) An Assistant Commissioner or delegate may laterally transfer a non-commissioned officer (excluding OICs) under their command provided there is mutual agreement; and no entitlement to transfer expenses, except in exceptional circumstances. Where the employee’s resultant travelling distance between the employee’s residence and new place of work exceeds 40 kilometres, the parties will ensure the fatigue management provisions outlined at clause 76 are considered. Such transfers will not alter an employee’s tenure. It is recognised that this provision is suitable for addressing a Flexible Work application where a proposed arrangement is not operationally viable at an officer’s current location.

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

- (3) The lateral transfer process set out in this Agreement does not apply to transfers which form part of a disciplinary sanction under the *Police Service Administration Act 1990*. Such discipline transfers are to be dealt with under the *Police Service Administration Act 1990*.
- (4) Lateral transfers provide a facility for the transfer of officers at their substantive rank to other positions and/or locations in limited circumstances without the need to advertise and fill positions on an open merit basis.
- (5) Where a lateral transfer occurs, the employee will not suffer a reduction in ordinary salary.
- (6) Lateral transfers may be initiated either by the Service or through application by the employee.
- (7) These provisions will not apply to any appointments, postings, movements or transfers of a Constable up to and including such employee's appointment upon confirmation.
- (8) Notwithstanding any other provision contained in this Agreement, the Commissioner has the discretion to initiate a directed transfer of a police officer at their substantive rank to other positions and/or locations.

65 Operational Factors

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

- (1) Organisational Restructuring: Where, to meet service delivery requirements, the Service closes or opens a station, section or establishment; the Service increases or decreases the staffing levels of a station, section or establishment; the reclassification of positions; i.e. workplace restructuring.
- (2) Expressions of Interest/Transfer at Level Opportunities: This is a process whereby the Commissioner selects an employee from the relevant pool of employees on the basis of closed merit. Where there is a dispute regarding tenure then the implementation of any lateral transfer under this operational factor will be delayed until the dispute is resolved.

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

- (3) Health or Compassionate Grounds:
 - (a) Health grounds apply where an employee or family member has a need to have access to appropriate medical services, or on medical grounds has a need to vacate, or transfer to, a particular location. Each application pursuant to this operational factor must be supported by relevant medical reports.
 - (b) Compassionate grounds include family matters sufficient to support an employee's transfer. Where appropriate TAC may request documentary evidence on a case by case basis.
- (4) Service in Isolated/Difficult Postings: Where an employee has at least completed tenure in an isolated/difficult location and seeks a return to less isolated/difficult areas, or is having difficulty achieving another position because of the limited experience/skills resulting from service in an isolated/difficult location.
- (5) Service in Particular Postings:
 - (a) These are those positions from which there may be a need to remove an employee due to the nature of the duties (e.g. CPIU, FCU, Coverts); or
 - (b) Because of the specialised nature of the duties in the position [e.g. Prosecutions, CMC] the employee can demonstrate difficulty achieving another position at level outside of the current area of operation. Employees making application pursuant to this operational factor must have completed minimum tenure in their current position, demonstrate that they have applied for

positions on the rank and have received feedback that the specialized nature of their current position is limiting their ability to win other positions.

- (6) To/from Surplus: "To surplus" applies when another operational factor warrants a transfer of that employee to surplus. "To surplus" may be applied where an officer is required for a specific task for a defined period of time not being relieving e.g. projects. "From surplus" applies where it is necessary to fill a substantive position by an employee who is currently surplus. Closed merit will apply where there is more than one employee of the rank in surplus.

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

- (7) External Agencies: This applies when an officer is to be transferred to or from an agency/organisation external to the Service e.g. Australian Federal Police.

- (8) Rotations:

- (a) The areas of application include for example, Watchhouses and stations in Aboriginal and Torres Strait Islander communities and hard-to-fill rural and remote locations including plain clothes and specialist positions.
- (b) Employees who have been through a merit-based process for a position identified for the purposes of rotation of staff (including those rotations occurring under clause 86) and wishes to remain for a longer period can do so through an application to TAC if mutually acceptable to all parties. Previous time at the location will be included for the purposes of tenure.

- (9) Positions requiring pre-training: This refers to situations where an employee has to receive training prior to being able to take up a position and there is a need, having received this training to transfer the employee to a particular location to utilise these developed skills e.g. SOCO and prosecutions but not, for example, detective training. Employees will be advised in writing prior to commencing training where they will be required to perform such duty after completion of the training.

- (10) Swaps: A mutually agreed request initiated by two or more employees and agreed by management for an exchange of similar positions at the same rank.

- (11) Resource Management:

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

- (12) Partners Employment:

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

- (b) This factor also applies where a police officer seeks a transfer because the officer's partner [not being a police officer or staff member] receives a transfer as a result of a direction by the partner's employer to relocate.
 - (c) This factor may also apply where the request for a transfer is at the employee's instigation and is purely to suit their partner's choice to relocate their employment where the partner is neither a police officer nor a staff member.
- (13) Personal Reasons: This applies where a transfer is sought by an employee on personal grounds which are not covered by any other operational factor and which are not necessarily in the operational interests of the Service. These reasons must be unique and compelling. This factor does not include reasons related to cost of travel nor purchase of a residence in another location. Utilisation of this operational factor shall only be on a case by case basis and shall be of no precedent value.

66 Transfer Advisory Committee (TAC)

- (1) For the purposes of lateral transfers, there will be a Transfer Advisory Committee (TAC) established to advise the Commissioner regarding applications for lateral transfers.
- (2) Membership of the Committee comprises representatives of:
 - Queensland Police Union of Employees;
 - Queensland Police Service;
 - PSBA Human Resources.
- (3) TAC supports an employee out of their current location, not into a particular position, and notwithstanding any advice provided by the Committee, the Commissioner has the final decision-making authority. Any split outcomes at TAC are to be decided by the General Manager Human Resources, PSBA.
- (4) If requested by a Committee member, the Commissioner will provide a written statement outlining the reasons for the decision to the TAC.
- (5) In addition to providing advice to the Commissioner on lateral transfers, the Committee will inform itself of relevant issues affecting the transfer of employees generally throughout the Service and provide appropriate advice accordingly to the Commissioner with a view to resolution of the issue.
- (6) The Committee will meet fortnightly or as required.
- (7) For the purpose of providing advice to the Commissioner, the TAC will have a Minutes Secretary.
- (8) The Committee will provide advice to the Commissioner within 30 days of receiving any application for lateral transfers. Should any party represented on the Committee fail to provide advice on their position within the said 30 days, the Commissioner may decide the application on the advice already provided.

67 The Application Process

- (1) (a) Any non-commissioned officer or constable may apply for a lateral transfer which will be forwarded to the Commissioner by the relevant Assistant Commissioner or Director. This senior executive officer will indicate support or otherwise for the application, together with reasons.
- (b) Similarly, any senior executive officer who wishes to initiate a lateral transfer of a non-commissioned officer or constable will forward a submission to the Commissioner indicating the reasons why, together with a copy of the individual non-commissioned officer's or constable's position on the proposed transfer.

- (c) The applications/submissions mentioned at (a) and (b) hereof, will be considered by the TAC. This Committee will indicate to the Commissioner whether or not the application/submission is supported.
 - (d) All applications/submissions are to include the requested/proposed location.
 - (e) Provided that the requested/proposed location may not be the ultimate location to which the employee is transferred.
 - (f) Any application for a lateral transfer is to be processed in such a way to reach the Minutes Secretary of the TAC within 28 days of receipt of the application by the Service.
 - (g) Any application for a lateral transfer if supported by the TAC will remain current for 12 months only. Members may reconsider their individual circumstances and re-submit subsequent applications to the TAC before or after this time.
 - (h) In the cases of employees who seek lateral transfers under the operational factors specified in clause 65 at either subclauses (10) Swaps; or (12)(b) & (c) of Partner's Employment; or (13) Personal Reasons, the TAC will indicate to the Commissioner (each case to be considered on its individual circumstances) whether or not the Service should meet the costs of the transfer. The Commissioner after considering the support or otherwise of the TAC will make a decision in relation to costs for these transfers.
 - (i) None of the decisions referred to in (h) above in relation to costs will be used as a precedent in dealing with any other matter relating to costs of transfers.
- (2) The Commissioner will ensure that an employee being transferred meets appropriate selection criteria of the particular position involved.
 - (3) Closed selection may be used in conjunction with operational factors if together, they provide a more appropriate basis for selecting, from employees of the same rank, an employee to transfer into the position.

TRANSFER ENTITLEMENTS

68 Review

During the first 12 months of this Agreement, the parties will conduct a review, chaired by General Manager Human Resources, PSBA into the placement of officers supported by the Transfer Advisory Committee.

The review will include but not be limited to:

- Delegations;
- Fair, transparent and timely placements;
- Weighting of operational factors.

Any agreed outcome of the review shall be in writing, subject to approval by the Commissioner of Police and may be implemented during the life of the Agreement.

69 General

- (1) Subject to clause 67(1)(i), an employee covered by this Agreement is eligible for the transfer entitlements provided in this Agreement if the Commissioner is of the view that a change of residence is required.
- (2) Provided that PLOs, TSIPSOs and AWOs are only entitled to transfer entitlements when transferred on merit or on compassionate grounds.
- (3) Unless approved by an Assistant Commissioner (or higher delegate), an employee is only entitled to the payment or reimbursement of expenses and other conditions for transfer after formal notification of their transfer in the Queensland Police Service Gazette. An order of transfer for an employee who is

promoted/appointed to a gazetted vacancy is effective upon the conclusion of the review period and/or finalisation of any reviews, whichever is the latter.

- (4) Transfer entitlements are set in accordance with the rates, standards and conditions applicable to public service officers through the Ministerial Directive relating to Transfer and Appointment Expenses as issued pursuant to the *Public Service Act 2008* which may be amended from time to time.
- (5) First year constables may treat a former principal place of residence as their principal place of residence for purposes of transfer entitlements occurring as a result of their 2nd year allocation.
- (6) Overpayments relating to conveyancing fees on sale identified as a result of a sale and purchase of principal residence or land not occurring within the specified 2-year period outlined in the abovementioned Directive, will be repayable by the officer immediately upon completion of the 2 year period or date of cessation of employment if occurs earlier.
- (7) Appointment expenses in accordance with the abovementioned Directive for new employees will be allowed at the discretion of the Commissioner.
- (8) Additional information relating to the following can be found in the Service's HR Policy "Transfer Entitlements – Police Officers" (2015/10) as amended:
 - (a) documentary evidence;
 - (b) definitions;
 - (c) roles and responsibilities.
- (9) The following provisions relating to transfer entitlements also apply and where inconsistent with provisions contained in the abovementioned Directive shall have precedence:
 - (a) *Accommodation/meals prior to departure and upon arrival*

- (i) Entitlement

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

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

- (ii) Eligibility

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

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

(B) *Relatives and friends*

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

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

Actual and reasonable expenses for meals. Receipts are required.

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

(i) Entitlement

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

- (A) permanent accommodation is actually secured and is available on arrival at the new centre; or
- (B) in the event of temporary accommodation expenses incurred following transfer being claimed under the Directive, the maximum amount claimable is to be reduced by the amount actually paid under this clause 69(9)(b).

(ii) Eligibility

(A) *Employee unaccompanied by family*(I) *Travelling Costs*

Reasonable costs for travelling to and from the new centre.

(II) *Accommodation*

Reasonable actual costs for accommodation. Receipts are required.

(III) *Paid Leave*

No additional non-deductible paid leave will be approved for an employee wishing to travel to their new centre prior to their transfer. Such travel should be undertaken either during rest days, PDO's, recreation leave, or as part of time taken to complete transfer arrangements as prescribed in the Directive.

(B) *Employee accompanied by family*

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

(c) *Transportation of furniture and effects*

(i) Employee accompanied by family

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

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

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

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

RELOCATION EXPENSES

70 Relocation Expenses for Officers Retiring from the Service

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

71 Relocation Expenses for Widows and Widowers of Deceased Officers

Relocation expenses for families of deceased officers residing with the employee at the time of death are in accordance with the application and entitlements prescribed at clause 70 above.

TRAVELLING ENTITLEMENTS

72 Domestic Travel - Application and Entitlement

- (1) Subject to clause 72 herein and clause 86, travelling entitlements are set in accordance with the rates, standards and conditions applicable to public service officers through the Ministerial Directive relating to Domestic Travelling and Relieving Expenses as issued pursuant to the *Public Service Act 2008* which may be amended from time to time. Such entitlements apply in lieu of clauses 13.16 and 27(a) of the Award.

- (2) Employees covered by this Agreement are **only** entitled to the provisions of this clause when approval has been given to an employee to be absent from headquarters on duty within Australia and the nature of such absence reasonably requires the securing of alternative accommodation.
- (3) The following provisions relating to travelling entitlements also apply and where these provisions are inconsistent with the Directive referred to in subclause (1) above, these provisions shall have precedence:

(a) *Accommodation*

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

(b) *Hardship allowance*

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

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

(c) *Meal allowances*

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

(d) *Costs exceeding allowances*

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

(e) *Accommodation and meal cost inseparable*

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

(f) *Private accommodation*

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

(g) *Special events*

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

(h) *Advances on allowances*

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

73 International Travel - Entitlement

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

PART SEVEN - MISCELLANEOUS

74 District Appointments

- (1) The application of District Appointments as provided in this clause is limited to non-commissioned officers in the following Districts or areas:
 - (a) North Brisbane District;
 - (b) South Brisbane District;
 - (c) Gold Coast District;
 - (d) Logan District;
 - (e) Moreton District;
 - (f) Sunshine Coast District;
 - (g) Rockhampton Area;
 - (h) Mackay Area;
 - (i) Townsville Area;
 - (j) Cairns Area
 - (k) Toowoomba Area;
 - (l) Ipswich Area.
- (2) The QPUE and the Service acknowledge that changes of work locations in those Districts/Areas listed above outside the south eastern part of Queensland will be restricted where practicable to the urban areas of those Districts/Areas taking into consideration the residential location of employees.
- (3) The Service in consultation with the QPUE may amend the above list of Districts/Areas.
- (4) All transfers and promotions to the above-listed Districts/Areas may be to positions in the district with initial duty at a work location.
- (5) A temporary change of work location is provided for in clause 24(7) of this Agreement and only permanent changes of workplace within and/or across Districts will occur under this clause.

- (6) An employee subject to this clause may be directed to perform duties at any location within the District/Area if the placement is in the best interest of the Service and is consistent with the service delivery standards. Likewise, an employee subject to this clause may be directed to perform duties at nearby work locations/stations across a District boundary for the same reasons.
- (7) A change of work location in accordance with this clause may be initiated by the Service subject to the following safeguards:
 - (a) The change in work location should not change the rank or general duties of the employee transferred unless agreed.
 - (b) A permanent change in workplace location that requires travel in excess of 40 kilometres from their current residence or total travelling time each way of more than 30 minutes in addition to the time (excluding exceptional and unexpected delays) the employee would normally travel to and from the employee's residence and previous station/work location will be entitled to the Transfer Entitlements prescribed at clause 69 of this Agreement if they choose to relocate their residence closer to the new workplace.
 - (c) The parties agree that a change of workplace under this clause will not occur or be used as a disciplinary sanction. However, it is acknowledged that the service may change an employee's work location as a risk mitigation strategy with regard to the Commissioner's responsibilities pursuant to section 4.8 of the *Police Service Administration Act 1990*.
- (8) Where an employee objects to a permanent change of workplace made under this clause the employee can challenge the decision through the existing grievance and dispute resolution processes.

75 Higher Duties

Commissioned and Non-Commissioned Officers

- (1) The following applies in lieu of clause 12.7 of the Award:
 - (a) Where a police officer is directed or rostered to fill temporarily the office of a police officer of higher rank, or a vacant office of higher rank to which an appointment has not been made, the police officer will be paid, subject to subclauses (c) and (e) below, extra remuneration at the minimum salary rate applicable to the higher rank provided that the police officer:
 - fills temporarily the position for more than 3 consecutive shifts not including rest days; and
 - performs all of those duties and accepts all of those responsibilities for the time being associated with the position.
 - (b) 'fill temporarily' includes those relieving periods where the incumbent officer is absent on PDOs.
 - (c) Where a Constable who has been remunerated at paypoint 1.6 relieves at the rank of Senior Constable, the amount of extra remuneration payable to such officer will be the difference between paypoint 1.6 and paypoint 2.2.
 - (d) In each case the amount of extra remuneration payable to an employee will be the difference between the employee's salary and the minimum salary prescribed for the rank to which the employee relieves.
 - (e) Where a Senior Constable remunerated at paypoint 2.10 relieves at the rank of Sergeant, the amount of extra remuneration payable to such officer will be the difference between paypoint 2.10 and paypoint 3.2.
 - (f) If a police officer who is temporarily filling an office of higher rank goes on annual or sick leave, such leave will not be deemed to interrupt the period of performance of such duties if the employee resumes the same duties on the return from leave.

- (g) Where a police officer takes any form of leave on full salary other than annual leave or long service leave, after the officer has been directed to assume the higher duties and responsibilities for the immediately preceding 12 months, higher duties shall continue to be payable in respect of that leave on full salary if, during that 12 months, the only leave which the officer has taken is leave which may be credited as service.
- (2) Subject to subclause 1(c) and (e) above, where the office of higher rank is an OSA position an employee shall receive, in addition to any higher duties, the OSA calculated on the minimum salary prescribed for the higher rank.
- (3) The following applies to non-commissioned officers only:
 - (a) Subject to the following conditions, a non-commissioned officer performing higher duties at the ranks of Senior Constable, Sergeant or Senior Sergeant will not be financially disadvantaged relative to their substantive wage and composite allowance if they access any paid leave during or immediately after a period of higher duties.
 - (b) The provisions of (a) above only applies:
 - to leave taken in the 12-month period after date of commencement of any continuous period of higher duties; and
 - where the officer has been in receipt of the composite allowance for a minimum period of 52 weeks prior to commencement of higher duties.
 - (c) The conditions applicable to payment of the composite allowance apply (e.g. non-payment of leave loading when receiving OSA) whenever the substantive wage and composite allowance is paid under this clause.
- (4) Subject to subclause (5) below, where the office of higher rank is not an OSA position, and the employee is currently permanently in an OSA position, the employee will continue to receive the OSA calculated on the employee's substantive paypoint for a period up to and including 28 calendar days.
- (5) Whilst relieving as a commissioned officer, employees are subject to the same terms and conditions as commissioned officers.

Therefore, subject to clause 56(5) of this Agreement, employees relieving in a commissioned officer position will not maintain the OSA payment from the date of commencing such relieving.

- (6) During maintenance of the OSA referred to in subclause (4) above, under no circumstances shall shift and weekend penalty rates, public holiday penalty payments, leave loading payments, Overtime Considerations payments, One and Two Officer Station Allowance, PCYC Zonal Coordinator / Project Booyah Allowance, QPCYWA Allowance, Beats Allowance, CPO Allowance, SARCIS Allowance or TSIPSO Supervisor Allowance be paid in addition to the OSA.

76 Health and Safety and Fatigue Management

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

- Travelling time;
- Secondary employment.

77 One and Two Officer Stations

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

Where written agreement is reached between the parties in relation to a specific three or four officer station, employees at that station will receive the composite allowance, all relevant entitlements and work in accordance with the conditions as prescribed at clauses 39 and 77 of this Agreement. As from date of certification of this Agreement, the administrative agreed arrangements relating to the specific locations of Pormpuraaw, Lockhart River, Hopevale and Russell Island will cease and become subject to this provision.

(1) Weekend Work and Public Holidays

Conditions relating to weekend work and public holidays as prescribed at clauses 24(7)(a)(ii), 24(7)(a)(iii), 24(7)(d), 24(7)(j), 24(7)(k), 24(7)(l), 24(7)(m) and 24(7)(n) of this Agreement apply.

(2) Overtime and Travel

- (a) Where an employee is directed to perform duty outside of their division by the District Officer or a delegated officer and that duty is on a rest day or is outside of their rostered hours for that day, the employee will be paid overtime for the duty so performed.
- (b) Work for which a direction from a District Officer or a delegated officer is not required will not attract an overtime payment, irrespective of whether or not the officer seeks such a direction.
- (c) Where an employee is rostered to perform duty at an event (e.g. local rodeo) outside of his/her division, the employee will be paid overtime for all hours worked in excess of ordinary hours. The employee shall be given at least 48 hours notice of the requirement.
- (d) In performing duty in accordance with clause 77 (2)(a)&(c) above, an employee is to be paid at ordinary rates for travel undertaken outside rostered hours in accordance with clause 82 of this Agreement.
- (e) Notwithstanding the above provisions, a District Officer may approve payment at overtime rates of any overtime performed within the employee's division by an employee at a One or Two Officer Station, which does not relate to the employee's normal duties. Such duties for example may include the following:
 - where Road Policing Command provides additional funding to perform duties associated with road safety;
 - where State Crime Command provides additional funding to perform duties associated with policing the prevalence of drugs in local communities;
 - where an employee provides a response to a declared disaster.

(3) Transfer

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

(4) One Weekend in Four Free of Calls

- (a) Officers shall be entitled to have a minimum of one weekend or any two consecutive days in each 28-day period free of all calls. Officers at one officer stations (or two officer stations reduced to one) shall endeavour to make reciprocal arrangements with their neighbouring division for this to occur.
- (b) Such reciprocal arrangements will only occur where there is agreement between the relevant officers. Where this reciprocal arrangement is not able to be negotiated by the relevant officers, the Service will make arrangements to ensure the officer will receive one weekend in four free of all calls.

(5) Covering Additional Stations

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

(6) Leaving the Division

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

(7) On Call

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

(8) PDOs

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

(9) Fatigue

Officers and managers should always apply the “Health and Safety and Fatigue Management” principles outlined in clause 76 of this Agreement. This is particularly the case:

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

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

(10) Higher Duties

It is recognised that operationally at two officer stations where the OIC is absent on leave, another officer should be appointed as the acting OIC. If this officer satisfies the criteria in clause 75 “Higher Duties”, the officer will be paid the appropriate higher duties.

(11) Miscellaneous

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

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

(12) Relieving Arrangements

- (a)
 - (i) Employees relieving or performing temporary duty at one and two officer stations will receive the allowance provided that they are readily accessible to members of the public outside ordinary hours, can respond to callouts, and fulfil the expectations and requirements of the position.
 - (ii) Employees relieving or performing temporary duty at one and two officer stations who are in receipt of the allowance will not be entitled to any other allowances that may be paid in lieu of any of the items detailed in clause 39(2) of this Agreement.
 - (iii) This means that an employee who leaves an OSA roster to relieve at a one or two officer station does not have an entitlement to OSA from the date the employee takes up duty at such station. The allowance prescribed at clause 39(1) will be payable from this same date.
- (b) *Officer relieving in an OSA position (and eligible to receive OSA) and remaining in a police residence:*

- (i) The allowance prescribed at clause 39(1) ceases immediately and the officer receives the OSA and all other provisions normally relating to an OSA position would apply.
 - (ii) If called upon by the public at the residence outside of hours (and no other arrangements have been put in place by management to cover the situation), then overtime provisions apply for the time work is performed.
 - (iii) Recall provisions would only apply where the recall is approved by management.
 - (iv) These arrangements would continue to apply until the officer resumes duties at the one or two officer station.
- (c) *Officer relieving in an OSA position for 28 days or less (and is ineligible to receive OSA) and remaining in a police residence:*
- (i) Retain the allowance prescribed at clause 39(1) at the substantive rate;
 - (ii) None of the entitlements outlined in clause 39(2) would be paid to the officer (irrespective of the work to be performed) unless there are exceptional circumstances justifying a particular payment that would be dealt with on a case by case basis.
- (d) *Officer relieving in an OSA position (and eligible to receive OSA) and NOT remaining in a police residence:*
- (i) The allowance prescribed at clause 39(1) ceases immediately and the officer receives the OSA and all other provisions normally relating to an OSA position would apply.
 - (ii) These arrangements would continue to apply until the officer resumes duties at the one or two officer station.
- (e) *Officer relieving in an OSA position for 28 days or less (and is ineligible to receive OSA) and NOT remaining in a police residence:*
- (i) Retain the allowance prescribed at clause 39(1) at the substantive rate;
 - (ii) None of the entitlements outlined in clause 39(2) would be paid to the officer.
- (f) *Officer relieving in a non-OSA position and remaining in a police residence:*
- (i) Retain the allowance prescribed at clause 39(1) at the substantive rate for a period of 28 days.
 - (ii) During the 28-day period, none of the entitlements outlined in clause 39(2) would be paid to the officer (irrespective of the work to be performed) unless there are exceptional circumstances justifying a particular payment that would be dealt with on a case by case basis.
 - (iii) After the 28-day period:
 - (A) The allowance prescribed at clause 39(1) would cease and normal provisions relating to a non-OSA position would apply until the officer resumes duties at the one or two officer station; and
 - (B) If called upon by the public at the residence outside of hours (and no other arrangements have been put in place by management to cover the situation), then overtime provisions apply for the time work is performed.
- (g) *Officer relieving in a non-OSA position and NOT remaining in a police residence:*

- (i) Retain the allowance prescribed at clause 39(1) at the substantive rate for a period of 28 days.
- (ii) During the 28-day period, none of the entitlements outlined in clause 39(2) would be paid to the officer.
- (iii) After the 28-day period, the allowance prescribed at clause 39(1) would cease and normal provisions relating to a non-OSA position would apply until the officer resumes duties at the one or two officer station.

78 QPCYWAs

(1) Weekend Work and Public Holidays

Conditions relating to weekend work and public holidays as prescribed at clauses 24(7)(a)(ii), 24(7)(a)(iii), 24(7)(d), 24(7)(j), 24(7)(k), 24(7)(l), 24(7)(m) and 24(7)(n) of this Agreement apply.

(2) Overtime and Travel

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

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

(3) One Weekend in Four Free of Calls

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

(4) On Call

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

(5) PDOs

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

(6) Relieving Arrangements

- (a) (i) Employees relieving or performing temporary duty at QPCYWAs will receive the allowance provided that they can respond to callouts and fulfil the expectations and requirements of the position.
- (ii) Employees relieving or performing temporary duty at QPCYWAs who are in receipt of the allowance will not be entitled to any other allowances that may be paid in lieu of any of the items detailed in clause 46(2) of this Agreement.

- (iii) This means that an employee who leaves an OSA roster to relieve at a QPCYWA does not have an entitlement to OSA from the date the employee takes up duty. The allowance prescribed at clause 46(1) will be payable from this same date.
- (b) *Officer relieving in an OSA position (and eligible to receive OSA):*
 - (i) The allowance prescribed at clause 46(1) ceases immediately and the officer receives the OSA and all other provisions normally relating to an OSA position would apply.
 - (ii) These arrangements would continue to apply until the officer resumes duties at the QPCYWA.
- (c) *Officer relieving in an OSA position for 28 days or less (and is ineligible to receive OSA):*
 - (i) Retain the allowance prescribed at clause 46(1) at the substantive rate;
 - (ii) None of the entitlements outlined in clause 46(2) would be paid to the officer.
- (d) *Officer relieving in a non-OSA position:*
 - (i) Retain the allowance prescribed at clause 46(1) at the substantive rate;
 - (ii) During the 28-day period, none of the entitlements outlined in clause 46(2) would be paid to the officer;
 - (iii) After the 28-day period, the allowance prescribed at clause 46(1) would cease and normal provisions relating to a non-OSA position would apply until the officer resumes duties at the QPCYWA.

79 Part Time Employment – Police Officers

- (1) Specific part-time and flexible hours employment provisions relating to police officers are now found in the *Queensland Police Service Employees Award – State 2016*. See clause 52(2) of this Agreement for specific provisions relating to part-time non-commissioned officers and rostering on public holidays. References to the QPS Part-Time Committee at clause 8.2 of the Award are replaced by “QPS Flexible Work Committee”.
- (2) Where additional ordinary hours are performed by a part-time/flexible hours employee, such employee can only utilise sick leave or carer’s leave from additional ordinary hours when at least 50% of the additional hours on any day are actually performed.

80 Overpayments

- (1) The Service will, in consultation with the shared service provider (SSP), establish a process using the e-mail system to:
 - (a) advise individual employees of any overpayments. (In certain circumstances, such as a significant overpayment, the SSP may provide formal notification of the debt to the employee); and
 - (b) enable an individual employee to advise the Service of any overpayments the employee may be receiving and/or any change in the employee's circumstances that may affect his or her pay (e.g. changed locality, going on/off shift work etc.)
- (2) Where an overpayment has occurred, the SSP will notify the employee by e-mail in accordance with clause 80(1)(a) above, that includes the following information:
 - (a) the amount of the overpayment;
 - (b) the circumstances as to how the overpayment occurred;

- (c) that the SSP will recover the overpayment in accordance with the repayment terms outlined in clause 80(3) below beginning in a fortnightly pay period that gives the employee at least 2 weeks to submit a case for financial hardship in accordance with clause 80(5) below.
- (3)
 - (a) Except where subclause (4) below applies or where section 396 of the *Industrial Relations Act 2016* applies, repayments will be made at a rate agreed to in writing (includes e-mail) between the employee and the Service. Agreement will not be unreasonably withheld.
 - (b) The parties acknowledge that it is the Service policy to request repayments be made by deductions from the employee's fortnightly pay at the rate of 10% of the net overpayment or \$100.00, whichever is the greater; OR the full amount of the outstanding overpayment if it is less than \$100.00.
 - (c) Repayments cannot be deducted from any fortnightly pay period until after agreement is reached between the employee and the Service.
 - (d) An employee may elect to make greater repayments than those indicated above.
- (4) The balance of all overpayments is to be deducted from any termination payment made to an employee.
- (5) If an employee believes that repayments in accordance with Service policy would cause financial hardship, then the employee may apply in writing (includes e-mail) to the General Manager HR, PSBA seeking a lower rate of repayment. No repayments will occur until that Manager has considered the application, taking into account:
 - (a) the amount of the overpayment;
 - (b) the period of time as to when an overpayment has occurred;
 - (c) the financial hardship on the employee.
- (6) If an employee is aggrieved by a decision made pursuant to clause 80(5), then the dispute settlement procedures clause of this Agreement applies.

81 Residential Beats

(1) General

- (a) Employees attached to residential police beats will be entitled to an allowance of 18% of each officer's own paypoint in lieu of overtime (including recalls), on-call allowance, and the shift penalties as prescribed by clause 15.5(d) of the Award. (Employees in receipt of the Beats Allowance remain entitled to weekend and public holiday penalties in the Award)
- On call is defined as an officer being available for recall to duty where an urgent or immediate policing response is required.
- (b) From date of certification of this Agreement, a beat officer upon appointment to a residential beat or currently residing in a residential beat, is required to reside or continue residing in the beat residence of a reasonable and suitable standard where such is required.
 - (c) A residential beat officer will not be rostered to work outside of their beat area during ordinary hours, unless justifiable (as defined).
 - (d) Subject to clause 81(1)(a) above, where a residential beat officer is directed to work in excess of their ordinary hours outside of their beat area, the officer will be paid overtime for such work performed.
 - (e) Subject to clause 81(1)(a) above, where a residential beat officer is directed to work a shift outside of their beat area that would otherwise qualify for the 15% shift allowance (afternoon/night on a weekday), then the shift allowance will be paid in addition to the Beats Allowance.

- (f) Subject to clause 57 of this Agreement, the Beats Allowance will be paid to a police officer absent on any form of paid leave whilst the officer remains attached to such beat.

(2) **Relieving Arrangements**

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

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

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

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

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

Retain the OSA.

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

The allowance prescribed at clause 39(1) or clause 46(1) ceases immediately and the officer receives the Beats Allowance from the commencement of relieving period.

- (e) *Officer not in receipt of the OSA or the allowance prescribed at clause 39(1) or clause 46(1) relieving in a beat and residing in a residential beat residence:*

Payment of the Beats allowance would commence immediately.

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

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

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

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

82 Travelling Time – Non-Commissioned Officers

- (1) (a) Where non-commissioned officers are required to undertake travel for official purposes, such travel should occur where possible within normal rostered hours. In the event an employee is required to travel during an employee's own time then the payment for such travel shall be paid at single time.

- (b) As a general rule, in making arrangements for travel, both those organising the travel and those who undertake the travelling should be aware of their respective obligations with respect to health and safety. Both should be satisfied that access to sufficient rest is available between work periods and in determining this aspect, the type and length of duty to be worked either immediately before or after the travelling time together with the distances and conditions of travel to be undertaken are to be given due consideration.
- (c) These provisions do not apply to travelling occurring pursuant to:
 - (i) the provisions of clause 18.7 of the *Queensland Police Service Employees Award – State 2016 (Recall to duty – non-commissioned police officers)*;
 - (ii) clause 19 of the *Queensland Police Service Employees Award – State 2016 (Special services performed by non-commissioned police officers)*;
 - (iii) any travelling on transfers - clause 26 of the *Queensland Police Service Employees Award – State 2016 (Transfers – police officers)* continues to apply. However, if the Service requires an employee to travel in their own time on transfer then these travelling time provisions apply;
 - (iv) time spent travelling to and from an employee's residence and usual station, section or establishment;
 - (v) where an employee is performing relieving/temporary duty away from the usual station, section or establishment and alternative accommodation is reasonably required, travel between the accommodation and station etc unless exceptional circumstances apply;
 - (vi) any period when the movement on travelling has reasonably ceased e.g. obtaining accommodation for the night, arrival at destination; or where proper sleeping facilities exist on the transport and are provided to the employee e.g. berth on a ship or train;
 - (vii) travelling outside of Australia.

(2) **General**

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

- (f) Examples of travelling time may include but are not limited to: travelling to and from courses, conferences, court, special events, operations, meetings or panels.

(3) **Compensation for travelling time**

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

83 Leave without Salary Credited as Service

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

84 Plain Clothes Duty

- (1) Where an employee is directed to perform duty in plain clothes and that duty does not attract either the clothing allowances as prescribed at clause 13.3 of the Award or clause 30 of this Agreement, the employee shall upon application, be reimbursed for any damage to their clothing during the performance of that duty. The amount of such reimbursement will be what is reasonable and appropriate in the circumstances.
- (2) Should a Court then award the employee with compensation for clothing damage in the prosecution of an offender, the employee will then reimburse the Service the amount paid by the Service or the amount awarded by the Court, whichever is the lesser.

85 Interstate and International Appointments

Police officers with experience in other police jurisdictions will be appointed to the Queensland Police Service as a Constable or Senior Constable at a paypoint to be determined by the Commissioner but no higher than paypoint 2.10.

86 Rural and Remote Staffing Strategies

- (1) During the first 12 months of this Agreement, the parties will conduct a review into potential rural and remote attraction and retention provisions. The review will include, but not be limited to:

- Possible incentives for officers who stay beyond their tenure period;
- Consideration of accelerated progression for officers;
- Consideration of exit strategies when officers have completed tenure in rural and remote centres;
- Finalisation and implementation of a rural and remote incentive package; and
- Review of processes relating to concessional flights.

Any agreed outcome of the review shall be in writing and may be implemented during the life of this Agreement.

- (2) Employees who volunteer to undertake six month rotations to rural and remote centres as part of the Rural and Remote Staffing Strategy are not entitled to Domestic Travel and Relieving Expenses as prescribed at clause 72 of this Agreement. In lieu of these entitlements, employees will have access to Transfer Expenses as prescribed at clause 69 of this Agreement excluding any payments for accommodation expenses at the new centre where suitable accommodation is provided by the Service; storage of personal

effects; expenses associated with the sale and purchase of home or land; dislocation allowance; and education assistance.

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

An Employee gazetted to an isolated location are able to apply for lateral transfer after completing tenure in accordance with clause 65(4) of this Agreement.

- (3) OIC and 2IC vacancies at both one and two officer stations may become recurrent vacancies for the life of the order of merit or 6 months whichever occurs earliest. Such officers on the order of merit may be considered for relevant vacancies that arise during the life of the recurrent vacancy pool.

87 2nd Year Allocation Process Review

The parties acknowledge the progress achieved in relation to addressing the permanent allocation process for second year Constables, including the planned trials for September and November 2019. The Service and QPUE commits to continuing the current review and to continually engage throughout this review.

88 Frontline Positions Review

The parties will conduct an urgent review of frontline services within two months of targets to be achieved in 6 months, 12 months and 24 months with the intention of increasing frontline service delivery.

PART EIGHT– PREVENTION AND SETTLEMENT OF DISPUTES

- (1) In the event of any disagreement between the Service and any employee as to the interpretation or implementation of this Agreement, the following dispute prevention and settlement procedures will be followed.
 - (a) The matter is to be discussed between the employee concerned or the employee's representative and the immediate supervisor in the first instance.
 - (b) If the matter is not resolved, it will be referred by the employee or the employee's representative to the appropriate management representative who shall, within 24 hours or as otherwise agreed, arrange a conference to discuss the matter.
 - (c) If the matter remains unresolved, it may be referred by the employee or employee's representative to the Commissioner of the Police Service or his nominee, for discussion and appropriate action.
 - (d) If the matter remains unresolved, it may then be referred by either the employee or the employee's representative to the Queensland Industrial Relations Commission for conciliation of the matter.
 - (e) In accordance with the *Industrial Relations Act 2016*, the Queensland Industrial Relations Commission is empowered to settle the matters in dispute.
- (2) At any step in the abovementioned dispute prevention and settlement procedure an employee is entitled to be represented by an appropriate industrial organisation of employees.
- (3) Whilst the dispute prevention and settlement procedure is being followed:
 - (a) Subject to the provisions of the *Police Service Administration Act 1990*, normal work is to continue except in the case of a genuine safety issue, provided that a police officer shall continue to work normal work where there exists circumstances envisaged by the provisions of clause 15.2(e) and (f) of the *Queensland Police Service Employees Award – State 2016*.

- (b) The status quo existing before the emergence of a dispute is to continue and neither the Service nor the employee is to be prejudiced as to the final settlement of the matter by the continuation of the status quo.
- (4) In the pursuance of the dispute prevention and settlement procedure all relevant information will be provided.

SIGNATORIES

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

In the presence of: R. GILLESPIE

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

In the presence of: R. GILLESPIE

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

In the presence of: R. GILLESPIE

APPENDIX 1

Salary Rates

POLICE OFFICERS

1/07/2019			1/07/2021		1/01/2022	
	<i>Per Fortnight</i>	<i>Per Annum</i>	<i>Per Fortnight</i>	<i>Per Annum</i>	<i>Per Fortnight</i>	<i>Per Annum</i>
CONSTABLE						
1	2,368.50	61,792	2,427.70	63,337	2,488.40	64,921
2	2,474.90	64,568	2,536.80	66,183	2,600.20	67,837
3	2,581.10	67,339	2,645.60	69,022	2,711.70	70,746
4	2,687.00	70,102	2,754.20	71,855	2,823.10	73,653
5	2,835.30	73,971	2,906.20	75,821	2,978.90	77,717
6	2,957.60	77,162	3,031.50	79,090	3,107.30	81,067
SENIOR CONSTABLE						
1	2,957.60	77,162	3,031.50	79,090	3,107.30	81,067
2	3,025.80	78,941	3,101.40	80,913	3,178.90	82,935
3	3,095.40	80,757	3,172.80	82,776	3,252.10	84,845
4	3,166.90	82,622	3,246.10	84,688	3,327.30	86,807
5	3,239.30	84,511	3,320.30	86,624	3,403.30	88,790
6	3,313.80	86,455	3,396.60	88,615	3,481.50	90,830
7	3,390.20	88,448	3,475.00	90,660	3,561.90	92,927
8	3,468.20	90,483	3,554.90	92,745	3,643.80	95,064
9	3,547.70	92,557	3,636.40	94,871	3,727.30	97,243
10	3,617.70	94,383	3,708.10	96,742	3,800.80	99,160
SERGEANT						
1	3,617.70	94,383	3,708.10	96,742	3,800.80	99,160
2	3,674.70	95,870	3,766.60	98,268	3,860.80	100,726
3	3,748.30	97,790	3,842.00	100,235	3,938.10	102,742
4	3,823.50	99,752	3,919.10	102,247	4,017.10	104,803
5	3,879.60	101,216	3,976.60	103,747	4,076.00	106,340
6	3,981.80	103,882	4,081.30	106,478	4,183.30	109,139
7	4,061.50	105,962	4,163.00	108,610	4,267.10	111,326
SENIOR SERGEANT						
1	4,155.20	108,406	4,259.10	111,117	4,365.60	113,895
2	4,219.20	110,076	4,324.70	112,828	4,432.80	115,649
3	4,283.10	111,743	4,390.20	114,537	4,500.00	117,402
4	4,336.90	113,147	4,445.30	115,975	4,556.40	118,873
5	4,412.40	115,116	4,522.70	117,994	4,635.80	120,945
6	4,522.70	117,994	4,635.80	120,945	4,751.70	123,968
7	4,635.80	120,945	4,751.70	123,968	4,870.50	127,068
INSPECTOR						
1	5,515.50	143,895	5,653.40	147,493	5,794.70	151,180
2	5,552.30	144,856	5,691.10	148,477	5,833.40	152,189
3	5,618.90	146,593	5,759.40	150,259	5,903.40	154,015
4	5,689.60	148,438	5,831.80	152,147	5,977.60	155,951
5	5,760.30	150,282	5,904.30	154,039	6,051.90	157,890
6	5,849.70	152,614	5,995.90	156,429	6,145.80	160,340
7	5,966.60	155,664	6,115.80	159,557	6,268.70	163,546

SUPERINTENDENT

1	6,050.00	157,840	6,201.30	161,787	6,356.30	165,831
2	6,169.30	160,953	6,323.50	164,976	6,481.60	169,100
3	6,233.60	162,630	6,389.40	166,695	6,549.10	170,861
4	6,407.90	167,178	6,568.10	171,357	6,732.30	175,641
5	6,536.00	170,520	6,699.40	174,783	6,866.90	179,153

CHIEF SUPERINTENDENT

1	6,692.60	174,605	6,859.90	178,970	7,031.40	183,444
2	6,853.00	178,790	7,024.30	183,259	7,199.90	187,840

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

		1/07/2019		1/07/2021		1/01/2022	
	Pay-point	Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
OPERATIONAL STREAM							
Level 3	1	2,136.00	55,727	2,189.40	57,120	2,244.10	58,547
	2	2,185.00	57,005	2,239.60	58,430	2,295.60	59,891
	3	2,235.30	58,317	2,291.20	59,776	2,348.50	61,271
	4	2,287.30	59,674	2,344.50	61,166	2,403.10	62,695
Level 4	1	2,386.10	62,252	2,445.80	63,809	2,506.90	65,403
	2	2,463.10	64,261	2,524.70	65,868	2,587.80	67,514
	3	2,541.30	66,301	2,604.80	67,957	2,669.90	69,656
	4	2,619.00	68,328	2,684.50	70,037	2,751.60	71,787
Level 5	1	2,687.90	70,125	2,755.10	71,879	2,824.00	73,676
	2	2,777.30	72,458	2,846.70	74,268	2,917.90	76,126
	3	2,867.50	74,811	2,939.20	76,682	3,012.70	78,599
	4	2,957.20	77,151	3,031.10	79,079	3,106.90	81,057
Level 6	1	3,087.50	80,551	3,164.70	82,565	3,243.80	84,628
	2	3,169.70	82,695	3,248.90	84,761	3,330.10	86,880
	3	3,252.00	84,842	3,333.30	86,963	3,416.60	89,137

APPENDIX 2**STAFF MEMBERS – CONDITIONS OF EMPLOYMENT****ARRANGEMENT OF APPENDIX****PART 1 – PRELIMINARY**

Appendix Coverage	1.1
-------------------	-----

PART 2 – CLASSIFICATION STRUCTURE

Police Liaison Officers (PLO)	2.1
Assistant Watchhouse Officers	2.2
Police Pipes and Drums Members	2.3
Torres Strait Island Police Support Officers (TSIPSO)	2.4

PART 3 – HOURS OF WORK, ROSTERING, OVERTIME*Non Shift Employees*

Hours of Work	3.1
Accumulated Time Arrangements (ATA)	3.2
Overtime	3.3
Rest Days	3.4
Penalties for Weekend Work	3.5
Occasional Shift Work Performed by a Non-Shift Employee	3.6

Shift Employees

Hours of Work	3.7
Overtime	3.8
Shift Allowance	3.9
Penalties for Weekend Work	3.10
Public Holidays	3.11
Combining of Penalties	3.12

PART 4 – ALLOWANCES

On Call Allowance – Staff Members	4.1
Recall – Staff Members on Call	4.2
Locality Allowance – Assistant Watchhouse Officers	4.3
Locality Allowance – Police Liaison Officers	4.4
Clothing Allowance – Staff Members	4.5

PART 5 –LEAVE

Annual Leave for Continuous Shift Workers – Staff Members	5.1
Critical Incident Leave	5.2
Purchased Leave – Staff Members	5.3

PART 6 – MISCELLANEOUS

Higher Duties – Staff Members	6.1
Part Time Employment – Staff Members	6.2

PART 1 – PRELIMINARY

1.1 Appendix Coverage

This Appendix shall apply to Police Liaison Officers, Torres Strait Island Police Support Officers, Assistant Watchhouse Officers and Employees of the Police Pipes and Drums Band.

PART 2 – CLASSIFICATION STRUCTURE

2.1 Police Liaison Officers (PLO)

The following is the classification and pay structure for PLO's.

PLO's	OO4
Senior PLO 1 [Subject to below requirements]	OO5.1
Senior PLO 2 [Subject to below requirements]	OO5.2
Coordinator [Subject to below requirements]	OO5.3

- (1) PLOs remunerated at OO4 are subject to normal paypoint progression arrangements prescribed in the Award.
- (2) After four years experience gained through any continuous service as a PLO with the Service, together with 100 CAP points, satisfactory PDA, and the required integrity checks, a PLO will be entitled to be paid the equivalent of OO5.1 and be appointed as a Senior PLO.
- (3) A Senior PLO 1 with 2 years continuous service as such may progress and be appointed to a Senior PLO 2. The criteria will be a further 100 CAP points, satisfactory PDA, and the required integrity checks. The salary for Senior PLO 2 is OO5.2.
- (4) There is no restriction on the time frame for completing CAP. However, the PDA should apply to the period immediately preceding the movement to Senior PLO 1 or 2.
- (5) There are no further increments available to a Senior PLO beyond OO5.2.
- (6) Appointments to a PLO Coordinator position is by merit only. The commencing paypoint is OO5.3 (PLO Coordinator Level 1).

2.2 Assistant Watchhouse Officers

- (1) Financial recompense of \$42.80 per fortnight will be paid to Assistant Watchhouse Officers (AWOs) who meet the following requirements:
 - (a) obtain an accredited relevant qualification at Diploma level (AQF V) or higher achieved through training and assessment of competencies (including recognition of current competencies); and
 - (b) reach the maximum paypoint within the classification level of OO4; and
 - (c) spend one calendar year on the maximum paypoint (or, in the case of part time or casual employees have spent at least one calendar year and worked 1200 hours at the maximum paypoint).
- (2) After two years experience gained through any continuous service as an AWO at OO4.4 with the Service, together with 100 CAP points, satisfactory PDA, and the required integrity checks, an AWO will be entitled to be paid the equivalent of OO5.1 and be appointed as a Senior AWO.

- (3) A Senior AWO with 2 years continuous service at OO5.1 with the Service, together with 100 CAP points, satisfactory PDA, and the required integrity checks may progress and be paid the equivalent of OO5.2. There are no further increments available to a Senior AWO beyond OO5.2.
- (4) Effective from date of certification, financial recompense of \$42.80 per fortnight will be paid to Senior AWOs who meet the following requirements:
 - (a) obtain an accredited relevant qualification at Diploma level (AQF V) or higher achieved through training and assessment of competencies (including recognition of current competencies); and
 - (b) reach classification level of OO5.2; and
 - (c) spend three calendar years on paypoint OO5.2 (or, in the case of part time or casual employees have spent at least three calendar years and worked 3600 hours at OO5.2).

2.3 Police Pipes and Drum Members

After two years experience gained through any continuous service as a Bandperson at OO4.4 with the Service, together with 100 CAP points, satisfactory PDA, and the required integrity checks, a Bandperson will be entitled to be paid the equivalent of OO5.1 and be appointed as a Senior Bandperson. There are no further increments available to a Senior Bandperson beyond OO5.1. The Drum Sergeant and the Pipe Major are remunerated at OO6 level.

2.4 Torres Strait Island Police Support Officers (TSIPSO)

The following classification and pay structure for TSIPSO's operates from the date of certification of this Agreement.

TSIPSO's	OO4
Senior TSIPSO 1 [Subject to below requirements]	OO5.1
Senior TSIPSO 2 [Subject to below requirements]	OO5.2

- (1) TSIPSOs remunerated at OO4 are subject to normal paypoint progression arrangements prescribed in the Award.
- (2) After four years experience gained at OO4 through any continuous service as a TSIPSO with the Service, together with 100 CAP points, satisfactory PDA, and the required integrity checks, a TSIPSO will be entitled to be paid the equivalent of OO5.1 and be appointed as a Senior TSIPSO.
- (3) A Senior TSIPSO 1 with 2 years continuous service as such may progress and be appointed to a Senior TSIPSO 2. The criteria will be a further 100 CAP points, satisfactory PDA, and the required integrity checks. The salary for Senior TSIPSO 2 is OO5.2.
- (4) There is no restriction on the time frame for completing CAP. However, the PDA should apply to the period immediately preceding the movement to Senior TSIPSO 1 or 2.
- (5) There are no further increments available to a Senior TSIPSO beyond OO5.2.
- (6) In accordance with clause 12.9(b) of the Award, all TSIPSOs remunerated at OO3 as at date of certification of this Agreement will transition to OO4, Paypoint 1.

PART 3 – HOURS OF WORK, ROSTERING, OVERTIME

Non Shift Employees

3.1 Hours of Work

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

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

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

3.2 Accumulated Time Arrangements (ATA)

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

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

- (2) ATA may be accumulated for authorised work performed by an employee:
 - (a) in excess of a standard day; or
 - (b) outside the 6 am to 6 pm spread of hours; or
 - (c) when recalled for duty; or
 - (d) on public holidays or days substituted in lieu (excluding Labour Day), rest days, weekends or concessional days.
- (3) In the context of accumulation of time (to be taken at a later date), it should be noted that overtime may also be paid for work performed in excess of 10 hours per day; or for work performed outside the spread of hours; or for hours worked in excess of the maximum accumulated time in a 28-day period. The options to pay overtime or to grant time off in lieu of such overtime are addressed in the overtime clause at clause 3.3 of this Appendix.
- (4) In lieu of accumulating time pursuant to ATA, employees may be paid overtime rates where the Commissioner (or supervisor with the delegated authority) has approved the payment is appropriate in accordance with subclause (5) herein.
- (5) The approval of the Commissioner will be unfettered and will only be given based on persuasive evidence, including the following:
 - (a) steps taking by relevant managers to appropriately manage ATA in the past;
 - (b) explanation as to why those steps have been ineffective;
 - (c) explanation as to consideration of other options to approximately manage ATA;
 - (d) operational impacts, and

- (e) budgetary implications.
- (6) Accumulation of time and access to time off will be subject to the approval of the employee's supervisor taking into account relevant operational requirements. However, approval must not be unreasonably refused.

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

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

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

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

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

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

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

3.3 Overtime

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

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

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

Monday to Saturday:

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

Sunday:

Double Time.

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

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

3.4 Rest Days

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

3.5 Penalties for Weekend Work

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

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

3.6 Occasional Shift Work Performed by a Non-Shift Employee

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

Shift employees

3.7 Hours of Work

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

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

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

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

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

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

3.8 Overtime

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

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

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

3.9 Shift Allowance

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

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

3.10 Penalties for Weekend Work

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

3.11 Public Holidays

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

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

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

3.12 Combining of Penalties

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

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

PART 4 – ALLOWANCES

4.1 On Call Allowance – Staff Members

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

4.2 Recall – Staff Members on Call

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

4.3 Locality Allowance – Assistant Watchhouse Officers

Locality Allowance as per clause 35 of this Agreement is paid to Assistant Watchhouse Officers.

4.4 Locality Allowance – Police Liaison Officers

As from date of certification of this Agreement, Locality Allowance as per clause 35 of this Agreement will be paid to Police Liaison Officers.

4.5 Clothing Allowance - Staff Members

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

PART 5 –LEAVE

5.1 Annual Leave for Continuous Shift Workers – Staff Members

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

5.2 Critical Incident Leave

- (1) As from date of certification of this Agreement, staff members subject to this Agreement will be entitled to a maximum of 3 days paid "Critical Incident Leave" when the staff member has been involved in a critical incident.

- (2) A “critical incident” is defined in accordance with s. 5A.2 (as amended) of the *Police Service Administration Act 1990* and in addition will include:
 - (a) incidents where a reportable death occurs in the course of or as a result of police operations as prescribed at s.8(3)(h) (as amended) of the *Coroner’s Act 2003*; and
 - (b) a highly traumatic incident in which a person dies or is admitted to hospital for treatment of serious injuries.

5.3 Purchased Leave – Staff Members

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

PART 6 – MISCELLANEOUS

6.1 Higher Duties – Staff Members

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

6.2 Part-Time Employment – Staff Members

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

APPENDIX 3

OFFICERS IN CHARGE – CATEGORIES

(1) **Application and Purpose**

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

- (a) Essential criteria for receipt of allowance;
- (b) Duties and responsibilities (criteria) for qualification as an OIC; and
- (c) OIC categories for the purpose of determining which OIC allowance should apply, as prescribed by clause 37 of this Agreement.

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

(3) **Definitions**

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

(4) **Essential Criteria for Receipt of OIC Allowance**

- (a) Officer must be a designated Officer in Charge;
- (b) Officer must have at least one subordinate;
- (c) There must be a genuine and demonstrated reporting relationship of staff to an OIC position;
- (d) Only one Sergeant or Senior Sergeant may be approved as OIC for each establishment;

- (e) Officer must perform all of the duties and responsibilities listed below in subclause (5); and
- (f) An OIC entitlement cannot be approved if a section is the primary responsibility of a Commissioned Officer.

(5) Duties and Responsibilities of an OIC

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

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

(6) Station OIC - Sergeants

Sergeant OIC Categories	
Allowance payable (Refer clause 37 of this Agreement)	
Category B	

(7) Station OIC – Senior Sergeants

Senior Sergeant OIC Categories	
Number of staff excluding the OIC	Allowance payable (Refer clause 37 of this Agreement)
Up to 44 staff	Category B
45 to 84 staff	Category C
85 or more staff	Category D

(8) Section OIC - Sergeants

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

Sergeant OIC Categories	
Number of staff excluding the OIC	Allowance payable (Refer clause 37 of this Agreement)
1 to 7 staff	Category A
8 or more staff	Category B

(9) Section OIC - Senior Sergeants

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

Senior Sergeant OIC Categories	
Number of staff excluding the OIC	Allowance payable (Refer clause 37 of this Agreement)
12 to 15 staff (less than 12 staff if the section performs a district,	Category A

regional or state-wide function)	
16 to 44 staff	Category B
45 to 84 staff	Category C
85 or more staff	Category D

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

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

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

Title	1.1
Appendix Coverage	1.2
Statement of Objectives	1.3
Definitions	1.4

PART 2 – OPERATIONS OF THE SICK LEAVE BANK

Eligibility	2.1
Benefits	2.2
Function of Committee	2.3
Contributions to Bank	2.4
Balance of Bank	2.5
Approval Process	2.6
Administrative Instructions	2.7
Standard Conditions for Payment of Benefits	2.8
Reconsideration of Decisions/Disputes	2.9

PART 1 – PRELIMINARY**1.1 Title**

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

1.2 Appendix Coverage

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

1.3 Statement of Objectives

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

1.4 Definitions

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

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

PART 2 – OPERATIONS OF THE SICK LEAVE BANK

2.1 Eligibility

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

2.2 Benefits

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

- (g) Notwithstanding the above provisions, subject to clause 57 of this Agreement the Commissioner will consider applications submitted by the relevant Assistant Commissioner and/or Executive Director to remove from an officer any consolidated allowance entitlements after 28 days in circumstances where:
 - (i) it is established that an employee is not bona fide in their application for continued sick leave and/or;
 - (ii) the officer fails to participate in a rehabilitation plan approved by the Service and the member's treating physician unless there is a contrary reason which is acceptable to the Commissioner.

2.3 Function of Committee

(1) Composition of Committee

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

Where a vote is required to make a decision, voting Committee members shall have equal voting power, and the decision of a majority shall prevail.

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

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

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

2.4 Contributions to Bank

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

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

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

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

2.5 Balance of Bank

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

2.6 Approval Process

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

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

2.7 Administrative Instructions

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

2.8 Standard Conditions for Payment of Benefits

- (1) In accordance with applicable legislation, the privacy of a sworn member's medical information shall be protected at all times.
- (2) The Committee reserves the right to refuse, withdraw or amend benefits accorded to a sworn member. In the following examples, (but not limited to those examples), the employee will not be entitled to benefits and, if in receipt of benefits, those benefits shall be withdrawn:

- (a) does not maintain a reasonable level of contact with the Service to the satisfaction of the Committee. "Reasonable level of Contact" shall mean at least weekly telephone contact initiated by the member to a person nominated by the Service along with timely provision of all medical certificates and Doctors reports.

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

- (b) does not reciprocate contact offered by the Service within 24 hours or, in extenuating circumstances, within a timeframe to the satisfaction of the Committee;
- (c) does not ensure sufficient and current contact details have been supplied to the Service at all times to the satisfaction of the Committee;
- (d) does not comply with the deadline set by the Committee for the receipt of medical certification;

- (e) subject to privacy legislation, does not authorise the Committee to be provided with any information and documents relevant to that sworn member's physical or mental health which are available from any medical practitioner or any other source;
 - (f) does not participate in a rehabilitation plan approved by the Service and the sworn member's treating physician unless there is a contrary reason which is acceptable to the Committee;
 - (g) gains or participates in outside (or secondary) employment without the approval of the Committee;
 - (h) undertakes study or tuition outside the Service without the approval of the Committee;
 - (i) moves to another location that prevents the member from participating in a rehabilitation plan;
 - (j) does not participate in return-to-work/medical retirement discussions when requested by the Committee.
- (3) Where injury or illness results from activity relating to work, a claim must be lodged immediately by the injured sworn member to the prevailing workers' compensation scheme.
 - (4) A sworn member who is overpaid benefits shall repay those benefits under the appropriate procedures.
 - (5) Benefits shall not be granted for "carer's leave".
 - (6) Benefits shall not be granted as reimbursement for any type of paid leave.
 - (7) Benefits will be paid for pregnancy related illness, up to a date 6 weeks prior to the due date of birth.
 - (8) Members who have more than 300 hours of Annual Leave will be required to take an amount of Annual Leave as determined by the Sick Leave Bank Committee before Sick Leave Bank benefits will commence or continue.

2.9 Reconsideration of Decisions/Disputes

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



LOCALITY ALLOWANCE (as at 1 July 2021)

Police Officers Only

(The 5.5% increase prescribed in the *Queensland Police Service – Certified Agreement 2, 1997* effective from 1 July 1997 is reflected in the allowance rates contained in this document)

Centre	Full rate per fortnight	Centre	Full rate per fortnight
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



Centre	Full rate per fortnight	Centre	Full rate per fortnight
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
Duarina	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 (Pormpuraaw)	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	50.90	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



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



Centre	Full rate per fortnight	Centre	Full rate per fortnight
Ravenshoe	86.90	Theodore	82.70
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	74.80	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	210.40
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



2020/05

Rural Locality Incentive Payment Policy

Uncontrolled when printed.

This document is maintained in electronic form. The approved version of this document is located on the PSBA intranet page.
It is the responsibility of the user to verify this copy is the latest version.

Classified as OFFICIAL



Contents

1. Purpose	3
2. Application and Scope	3
3. Effective Date	3
4. Amount	3
5. Eligibility	4
5.1 Part Time	4
5.2 Termination of Entitlement	4
6. Payment	4
6.1 Permanent Service	4
6.2 Temporary Service	4
6.3 Paid Leave	4
6.4 Leave without Pay	4
6.5 Relieving in Non-Designated Locations	5
6.6 Area Allowance	5
7. Administrative Arrangements	5
8. Human Rights Act 2019	5
9. Approval Authorities	5



1. Purpose

The purpose of Rural Locality Incentive (RLI) payments is to attract and retain police officers to designated remote and rural locations.

2. Application and Scope

This policy applies to police officers who perform duty in the designated locations at Table 1.

RLI payments are not included in the assessment or calculation of other entitlements, such as leave loading, overtime, shift/weekend penalties or superannuation.

Table 1: Designated Locations

Northern Region		Southern Region			
Coen	Laura	Adavale	Charleville	Jericho	Quilpie
Croydon	Mt Surprise	Alpha	Cunnamulla	Jundah	Tambo
Forsayth	Thursday Island	Aramac	Eromanga	Longreach	Thargomindah
Georgetown	Prairie	Augathella	Eulo	Morven	Windorah
Greenvale	Richmond	Barcaldine	Hungerford	Mungallala	Winton
Horn Island	Torrens Creek	Blackall	Ilfracombe	Murgon**	Wyandra
Hughenden	Weipa	Bollon	Isisford	Muttaburra	Yaraka
All locations in Mt Isa District where the Area Allowance* does not apply					

* Area Allowance as provided for at Clause 26 of [QPS Certified Agreement 2019](#).

**Effective from 15 November 2019 being date of certification of the [QPS Certified Agreement 2019](#). Service prior to certification is not recognised for payment purposes. The first payment ('year one') in January 2020 will be a pro-rata amount for one whole month being December 2019.

3. Effective Date

The RLI payment was first effective from 1 January 2009. This version of the policy is effective from 15 November 2019.

4. Amount

The annual payment amounts for the RLI are indicated at Table 2.

Table 2: Annual Payment Amounts

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

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

RLI payments are subject to PAYG tax.



5. Eligibility

Except as otherwise specified in this policy, all police officers performing duty at a designated location on or after 1 January 2009 are eligible for RLI payments in accordance with this policy.

5.1 Part Time

Part-time members serving in a designated location are eligible for a pro-rata rate of the amounts at Table 2.

5.2 Termination of Entitlement

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

6. Payment

Annual RLI payments will be made in arrears in accordance with the amounts listed in Table 2 at section 4 of this policy.

6.1 Permanent Service

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

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

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

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

6.2 Temporary Service

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

6.3 Paid Leave

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

6.4 Leave without Pay

Any leave without pay which is not recognised as service for salary purposes will not attract RLI payments – refer to the Leave Standard (Police Officers).



6.5 Relieving in Non-Designated Locations

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

6.6 Area Allowance

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

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

A police officer stationed at a centre where Area Allowance is payable in accordance with the [QPS Certified Agreement 2019](#) but residing at a designated location as per Table 1 above, shall be entitled to the RLI payment in accordance with this policy. Area Allowance is not payable in these circumstances where the police officer is not living in the community attracting Area Allowance.

7. Administrative Arrangements

RLI payments will be made through the payroll system on the basis of authorisations by the respective regions.

8. Human Rights Act 2019

QPS is committed to respecting, protecting and promoting human rights. Under the [Human Rights Act 2019](#), QPS has an obligation to act and make decisions in a way that is compatible with human rights and, when making a decision, to give proper consideration to human rights. When making a decision about this policy, decision makers must comply with that obligation.

9. Approval Authorities

All approvals must comply with the relevant [HR delegation/approval authority](#).