

SOUTH AUSTRALIA POLICE ENTERPRISE AGREEMENT 2007

File No. 6919 of 2007

This Agreement shall come into force on and from 17 January 2008 and have a life extending for a period until 30 June 2010.

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR WORK ACT 1994.



DATED 17 JANUARY 2008.

COMMISSION MEMBER



South Australia Police

Enterprise Agreement 2007

Between

THE CHIEF EXECUTIVE
DEPARTMENT OF THE PREMIER AND CABINET

and

EMPLOYEES OF THE SOUTH AUSTRALIA POLICE

and the

POLICE ASSOCIATION OF SOUTH AUSTRALIA

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PART A – APPLICATION AND OPERATION OF AGREEMENT

1. PARTIES BOUND

The South Australia Police Enterprise Agreement 2007 (Agreement) is made pursuant to Section 75 of the Fair Work Act 1994, on this the day of 2007. This Agreement will be binding on the Chief Executive Officer, Department of the Premier and Cabinet and the police officers, commissioned officers/officers of police, community constables and cadets of the South Australia Police (SAPOL) whether covered or not by the Awards prescribed in Clause 2, and the Police Association of South Australia (PASA), but excluding:

- the Commissioner of Police
- the Deputy Commissioner of Police
- Assistant Commissioners of Police

2. EXISTING AWARDS

This Agreement will be read and interpreted in conjunction with the Police Officers Award provided that where there is any inconsistency, this Agreement will take precedence.

3. DATE AND PERIOD OF OPERATION

The term of this Enterprise Agreement will be for a period of three years, commencing on 1 July 2007 and nominally expiring on 30 June 2010.

All clauses contained herein shall be operative from 1 July 2007 unless otherwise specified.

The parties agree that negotiations for a subsequent Enterprise Agreement will commence not earlier than 1 January 2010.

4. OPERATING PHILOSOPHY OF THE AGREEMENT

This Agreement between the parties builds upon the major change initiatives and productivity gains of previous Agreements and reflects enhanced employee/management relationships. The Agreement has been developed through a process of consultation and participation with all parties and reflects the ongoing commitment to:

- The introduction of a broad range of initiatives which allow SAPOL to enhance its service delivery, through meeting community expectations and being recognised as a progressive and professional organisation.

- Initiatives that clearly communicate that SAPOL’s commitment and organisational values strongly focus on its people with enhanced career opportunities and emphasis on leadership and personal development. It supports the Government and the Fair Work Act philosophy of encouraging and assisting employees to balance their work and family responsibilities with mutually beneficial flexible working arrangements.
- Continuing to adapt to the needs of South Australian communities by reviewing its performance and striving for best practice through ongoing workplace change, management improvement, quality management, customer service and a focus on achievement and excellence.
- Initiatives that will contribute significantly to a workplace culture that encourages all employees to improve their level of knowledge and skill, and to maintain the clear resolve of being held in the highest regard as a modern, motivated, progressive and professional organisation, responsive to the community’s need and expectations.

5. NO EXTRA CLAIMS

During the life of this Agreement, the parties undertake not to pursue claims except where consistent with and contemplated by this Agreement and except where consistent with the State Wage Case Principles, or its successor.

The employees covered by this Agreement and the employee organisation which is signatory to this Agreement acknowledge that this Agreement satisfies all claims that might have arisen from any of the Agreements superseded by this Agreement.

The rates provided for in this Agreement are inclusive of all previously awarded Safety Net Adjustments and all future increases arising out of National and State Wage Case decisions, including Safety Net Adjustments, living wage adjustments or general increases, however described.

6. DEFINITIONS

- “Officer of Police” includes Commissioned Officers and means any member of SA Police of or above the rank of Inspector but below the rank of Assistant Commissioner.
- “Special Annual Leave” is an additional 40 hours (5 working days) of annual leave which forms part of the Level 2 Incentives applicable to police officers holding permanent positions in the Anangu Pitjantjatjara Lands and Yalata Lands.

PART B – CONSULTATION AND DISPUTE RESOLUTION

7. CONSULTATIVE PROCESS

The parties to this Agreement acknowledge the importance of SAPOL having a continuous improvement agenda and SAPOL agrees to provide the opportunity for employees and their representatives to participate, through consultation, in the ongoing review of systems, processes and work practices throughout SAPOL.

The parties acknowledge that, with the exception of Clause 39, issues of Government policy, service levels and resource allocation fall outside the parameters of this Agreement and that SAPOL undertakes, where ever possible, to keep employees informed of these issues.

8. GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES

8.1. This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, cooperation and discussion and the avoidance of interruption to work performance.

During any dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain and work will continue as it was prior to the dispute without stoppage or the imposition of any ban, limitation or restriction.

No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.

8.2. Any grievance or dispute will be handled as follows:

All parties have a right to seek representation in order to resolve any dispute.

- Stage 1 Discussion between the employee/s and supervisor/local manager.
- Stage 2 Discussions involving the employee/s and nominated delegates with the Industrial Relations Manager or nominated delegate.
- Stage 3 Discussions involving nominated delegates with the Industrial Relations Manager. At this stage, discussions may include representatives of the Department of the Premier and Cabinet, Public Sector Workforce Division.

A dispute will not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.

- 8.3. There will be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

Throughout all stages of the procedure all relevant facts will be clearly identified and recorded.

- 8.4. Sensible time limits will be allowed for the completion of the various stages of the discussions. Discussions outlined in Stages 1 and 2 above, should if possible, take place within 24 hours after the request of the employee/s or the employee's representative.

Emphasis should be placed on a negotiated settlement. However, if the process is exhausted without the dispute being resolved, any party may refer the matter to the Industrial Relations Commission of South Australia.

In order to allow for peaceful resolution of grievances, the parties will be committed to avoid industrial disputation while the procedures of negotiation and conciliation are being followed.

The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.

PART C – REMUNERATION

9. SALARY INCREASES

This Agreement provides for the following salary increases:

- 3.5% increase in salary from the beginning of the first pay period commencing on or after 1 July 2007
- A police-specific salary adjustment payable from the beginning of the first pay period commencing on or after 1 January 2008
- 3.5% increase in salary from the beginning of the first pay period commencing on or after 1 July 2008
- 3.5% increase in salary from the beginning of the first pay period commencing on or after 1 July 2009

The first salary increase in the next Enterprise Agreement will apply from the beginning of the first pay period commencing on or after 1 July 2010.

Attachment 1 sets out the salary rates.

10. SENIOR CONSTABLE / SENIOR CONSTABLE FIRST CLASS / BREVET SERGEANT

10.1. In Situ Progression Process

- 10.1.1. In situ promotion is a process whereby employees who have met all criteria for promotion to a particular rank will be able to progress to that rank in the role they are currently performing.
- 10.1.2. In situ progression from Constable to Senior Constable will occur 5 years after permanent appointment (5 years of service at the rank of Constable), subject to qualification for the rank of Senior Constable.
- 10.1.3. Constables who become Senior Constables through in situ progression will progress according to years of service through the Senior Constable incremental range up to and including Increment Level 6.
- 10.1.4. To facilitate in situ progression, PIDs will be grouped into the following categories:
 - Constable/Senior Constable PIDs
 - Senior Constable First Class PIDs
 - Senior Constable First Class PIDs with service conditions including the availability of Brevet Sergeant classification.

- 10.1.5. There will be no higher duties relieving in Constable/Senior Constable positions.
- 10.1.6. Members who join the Police Band after 1 October 2004 will only be eligible to progress to Senior Constable provided they are able to meet normal recruit entry standards and successfully complete all aspects of the Constable Development Program (which includes a Recruit Training Course and a period as a Probationary Constable during which they are required to demonstrate designated workplace competencies) prior to satisfying the requirements for in situ progression as provided in Clause 10.1.1
- 10.1.7. As per the Increment Progression Policy in South Australia Police Gazette 167/02, aggregated periods of higher duties relieving in Senior Constable positions between the dates of 19 November 1998 and 1 October 2004, which are of twelve months, will be recognised for the purposes of determining the Senior Constable incremental level to which a Constable, eligible for in situ promotion, may proceed. In exceptional circumstances, long-term higher duty performance prior to 19 November 1998, may be aggregated. From 1 October 2004, Clause 36 of this Agreement will apply with respect to incremental progression.

10.2. Senior Constable First Class

- 10.2.1. Entry to the rank of Senior Constable First Class is via:
- selection on merit to Senior Constable First Class positions, or
 - by a Senior Constable completing the Sergeant Qualification Program (or past equivalent) and completing 12 months of service on Increment 4
- 10.2.2. All Senior Constables First Class will be eligible to progress to Increment 7 after 12 months of service at Increment 6.
- 10.2.3. All members satisfying entry requirements as per Clause 10.2.1, hold the rank of Senior Constable First Class. As per Regulation 5 (b) of the Police Regulations, 1999, the relative seniority as between 2 members of the same rank, the senior member is the member who has been holding the rank continuously for the longer period of time. Should two members have held the same rank for the same period of time, the member whose previous rank was higher is the senior, or if the previous rank of both was the same, the member who held that previous rank for the longer period of time is the senior. If seniority has still not been distinguished, then the member who has had the longest continuous service in the force since permanent appointment as a constable is the senior.

- 10.2.4. The Commissioner of Police will determine the positions to which the rank of Senior Constable First Class will apply.

10.3. Brevet Sergeant

- 10.3.1. The Commissioner of Police will determine the functions to which the Brevet Sergeant classification will apply, and the parties will jointly develop the criteria that will determine eligibility for the Brevet Sergeant classification within those functions.
- 10.3.2. Senior Constables First Class who perform defined functions (as approved by the Commissioner of Police) and who satisfy required competencies or qualifications or other requirements, determined in accordance with Clause 10.3.1, will hold the classification of Brevet Sergeant.
- 10.3.3. Members who hold the classification of Brevet Sergeant will receive a payment of \$1,100 per annum in addition to their incremental salary.
- 10.3.4. The payment **will** form part of annual salary and apply for all Award, Long Service Leave, Enterprise Agreement and superannuation purposes, and will continue whilst the employee is absent on all other forms of paid leave.
- 10.3.5. Members who work on a part-time basis will receive the payment on a pro-rata basis.
- 10.3.6. The payment will be made fortnightly.
- 10.3.7. Members will hold the classification of Brevet Sergeant and receive the Brevet Sergeant payment only for the period of time that they are performing the recognised function within approved areas and satisfying the criteria developed pursuant to Clause 10.3.2.
- 10.3.8. The Commissioner of Police retains the discretion to apply the Brevet Sergeant classification to other function/s during the life of the Agreement, where appropriate.

11. COMMUNITY CONSTABLES

- 11.1. A Community Constable who has completed three years of satisfactory service will progress to Senior Community Constable. Satisfactory service is determined by the employee's supervisor in consultation with the Community Constable Coordinator.

- 11.2. Incremental progression for Senior Community Constables will be based on 12 months service on each incremental step with the additional requirement that progression from Senior Community Constable Increment 2 to Senior Community Constable Increment 3 will be contingent upon successful completion of the Senior Community Constable Progression Assessment.

12. ON CALL ALLOWANCES AND GUIDELINES

On Call is a method whereby the nominated employee is available to be recalled to duty at short notice.

The parties' aims in respect to Clause 13 of the Police Officers Award relative to On Call are:

- To meet OHS & W obligations
- To provide best practice service delivery
- To ensure employees have a fair and equitable working environment, and
- To ensure the guidelines are consistent with the Police Officers Award and this Enterprise Agreement.

In lieu of Clause 13 (a) and (b) of the Police Officers Award:

- 12.1. Employees bound by this Agreement who are rostered on call for a single night or part thereof, or a period between successive shifts or part thereof will receive an additional amount for each specified on call period. The rates are:
- From 1 July 2007 \$12.90
 - From 1 October 2007 \$13.40
 - From 1 October 2008 \$13.90
- 12.2. From 1 October 2009, the rates contained in Clause 12.1 will increase to maintain equivalence with the on call rates payable under any successor to the South Australian Government Wages Parity (Salaried) Enterprise Agreement 2006.
- 12.3. Employees bound by this Agreement who are rostered to be on-call during any part of a Saturday, Sunday, Public Holiday that they are not required to work, or any other day that an employee would normally be rostered off duty (including a programmed day off) will receive an amount as shown below. The rates are:
- From 1 July 2007 \$25.80
 - From 1 October 2007 \$26.70
 - From 1 October 2008 \$27.60

- 12.4. From 1 October 2009, the rates contained in Clause 12.3 will increase to maintain equivalence with the on call rates payable under any successor to the South Australian Government Wages Parity (Salaried) Enterprise Agreement 2006.
- 12.5. SAPOL will not, as a matter of course, require any employee to be on call more frequently than 7 days in every 21 days. Notwithstanding, the operational requirements of specific functions may require more frequent on call requirements. Such arrangements will be the exception. No employee however, should be rostered or required to be on call more frequently than a total of 7 days in every 14 days. Any arrangement that would require an employee to be on call more frequently than 7 days in every 14 days must only be introduced where the employee concerned genuinely agrees to it and be assessed with respect to the requirements of the Occupational Health, Safety and Welfare legislation. Rostering of on call will provide for a clear break between periods of on call of 7 clear days. This does not preclude short notice changes to on call arrangements in unforeseen circumstances.
- 12.6. A precise on call disposition roster will be posted in each workplace that details periods where an employee is required to be on call. This roster will give employees a minimum of 14 days notice of respective on call requirements, with 28 days notice being given where possible. The frequency, duration etc of being on call is to be established through consultation with the employees affected and if requested by the employees, their representatives, having particular regard to Occupational Health, Safety and Welfare considerations.
- 12.7. If an employee on the on call roster wishes to interchange with another employee on the roster, that employee may do so providing the approval of the employee in charge is obtained before the normal finishing time and that the interchange is consistent with Clause 12.5 of this Agreement. Every reasonable request should be granted to an employee who wishes to interchange their rostered on call requirement to assist that employee to balance their work and family responsibilities.
- 12.8. Employees rostered on call will not be required to remain at home for the whole time of the on call but may leave their home, provided that they can be contactable by telephone or pager and be able to respond in reasonable time to a call out to duty.
- 12.9. Employees who are rostered on call will be provided with and use any equipment required for their work which may include a vehicle, mobile phone or pager. Telephone rental and business call reimbursement provisions contained in the SAPOL General Duties Manual are not affected by these provisions and will continue to apply.

- 12.10. Where on call is a regular requirement of any particular position, the position information document will clearly identify that requirement. Notwithstanding that all police employees may be required to be on call for specific occasions.
- 12.11. This clause will not apply to employees located at one and two police officer country stations, officers attached to the Criminal Investigations Branch employed at country stations with an establishment of less than three Criminal Investigations officers, police officers stationed on the Pitjantjatjara or Yalata Lands, officers in receipt of the Passive Duty Allowance under Clause 13A of the Police Officers Award, officers rostered for after hours duty, employees whilst actually engaged in a declared field operation, or Officers of Police.
- 12.12. If an employee on call is unable to respond to duty due to illness, injury or other unavoidable events, the employee is required to inform the workplace supervisor or employee in charge as soon as reasonably practicable to allow alternative on call arrangements to be initiated.
- 12.13. In circumstances where employees are aggrieved by the rostering of on call and the matter cannot be resolved at the local level, a meeting will be convened between the respective Officer in Charge for the area concerned, Manager Industrial Relations Branch or delegate, and a PASA representative. If the matter cannot be satisfied at this level, then stage three of the dispute avoidance procedures contained in the Enterprise Agreement 2007 will be enacted.
- 12.14. Where an employee rostered to be on call, is recalled to duty, that employee will receive the normal overtime provisions in accordance with the relevant provisions of the Police Officers Award and relevant Enterprise Agreement.
- 12.15. SAPOL will conduct a review of the on-call allowance during the life of the agreement in order to inform the parties for negotiations with respect to the next enterprise agreement.

13. NIGHT SHIFT AND LATE NIGHT SHIFT PENALTIES

- 13.1. In lieu of the rate of 15 per cent in Clause 11 (a) of the Police Officers Award, shift workers, excluding Officers of Police, while on Night Shift will, for work in ordinary time, be paid an additional payment at the rate of:
- From 1 July 2007 17.5 per cent of the rates prescribed by this Agreement
 - From 1 July 2008 20 per cent of the rates prescribed by this Agreement

- 13.2. In addition to Clause 10 (c) of the Police Officers Award, any shift finishing after 2.30 am but before 12 noon, will be regarded as a Late Night Shift for the purposes of this Agreement.
- 13.3. In lieu of the rate of 15 per cent in Clause 11 (a) of the Police Officers Award, shift workers, excluding Officers of Police, whilst on Late Night Shift will, for work in ordinary time, be paid an additional payment at the rate of:
- 25 per cent of the rates prescribed by this Agreement.

14. COMCEN ALLOWANCE

- 14.1. In lieu of Schedule 7, Clause 3 of the Police Officers Award, all employees, excluding Officers of Police, employed as shift workers attached to Comcen will be paid an additional payment at the rate of 23 per cent of the rates prescribed by this Agreement.
- 14.2. The allowance will continue whilst an officer is absent on the following paid leave entitlements:
- care of sick child
 - urgent pressing necessity
 - compassionate
 - family carers
 - maternity/adoption
- 14.3. The allowance will continue during periods when an officer is absent on accrued time off in lieu of overtime regardless of the day or shift that has been rostered.
- 14.4. The allowance will continue whilst an officer is on dayshift, eg attending as a police witness in court.
- 14.5. The allowance will continue whilst an officer leaves an area temporarily to attend training commitments providing the officer returns to an area where the allowance is applicable at the completion of the training.
- 14.6. The allowance will continue whilst an officer is on Programmed Hours Off.
- 14.7. An officer seconded or transferred from a shift work roster to an area where the allowance is applicable and where they are required to work shifts will change over to the allowance on the day the transfer or secondment commences and their shift work status will continue for annual leave loading purposes.
- 14.8. The allowance will not be paid on any day that an officer is absent on sick leave.

- 14.9. The allowance will not be paid on any day that an officer is absent on long service leave or unpaid leave.

15. POLICE BAND

- 15.1. An allowance of 10 per cent of a member's base salary will be paid fortnightly to all Police Band Members, excluding Officers of Police, in lieu of weekend and shift penalty rates. The allowance includes any Band work performed in ordinary hours on Anzac Day. Work performed on other public holidays will be paid in accordance with the Police Officers Award.
- 15.2. Band members will be rostered off duty for a minimum of 19 full weekends exclusive of annual leave and programmed hours off per financial year. A full weekend will mean a Saturday and Sunday together. Police Officer Award payments will apply in addition to the 10 per cent allowance for each weekend day required to be worked which directly results in less than 19 full weekends being rostered off.
- 15.3. Band members will not be required to work for more than 57 pm shifts rostered on a Monday to Friday per financial year. Police Officer Award payments will apply in addition to the 10 per cent allowance for each Monday to Friday pm shift in excess of 57 per financial year.
- 15.4. All members of the Police band will be classified as shift workers.
- 15.5. Band members will be rostered for shifts of eight consecutive hours exclusive of meal breaks and not be stood down during a shift nor work split shifts. Where performances or other activities require working hours in excess of eight ordinary hours, recall provisions are to be utilised with Time Off in Lieu (TOIL) arrangements as agreed in this clause of this Agreement.
- 15.6. Non-band duties will attract shift penalties and overtime pursuant to Clauses 10, 11 and 12 of the Police Officers Award.
- 15.7. Overtime worked on band duties up to 30 hours per 28 day period will be accrued as TOIL calculated on an hour for hour basis. Any overtime in excess of 30 hours per 28 day period will attract Clause 12 of the Award overtime conditions; that is, members will have the choice of paid overtime or TOIL. The total of 30 hours will be calculated as the net overtime figure per 28 days; that is, the total of all overtime worked less any TOIL taken in that period. 28 day period means two consecutive 14 day pay periods.

- 15.8. Access to accrued TOIL will be granted at a time mutually agreed between the employer and employee concerned. However, the employer may require an employee to take accumulated TOIL in excess of 24 hours in accordance with organisational requirements without financial disadvantage.
- 15.9. Administrative procedures associated with this clause will be maintained by Band management on an ongoing basis to ensure compliance with minimum requirements. Administrative procedures will be consistent with and complement the PD39 time sheets which will accurately record start and finish times, meal breaks, TOIL accrued and accessed and other requirements of SAPOL's form completion instructions.
- 15.10. For any period of overseas band commitment, SAPOL will consult with the Police Association of South Australia regarding pay and conditions relative to that commitment. Further, the parties agree to discuss minimum service conditions for overseas, interstate and non-metropolitan Adelaide Band commitments with a view to ratification of those conditions during the life of this Agreement.
- 15.11. The allowance will continue whilst an officer is absent on the following paid leave entitlements:
- care of sick child
 - urgent pressing necessity
 - compassionate
 - family carers
 - maternity/adoption
- 15.12. The allowance will continue during periods when an officer is absent on accrued TOIL regardless of the day or shift that has been rostered.
- 15.13. The allowance will continue whilst an officer leaves an area temporarily to attend training commitments providing the officer returns to an area where the allowance is applicable at the completion of the training.
- 15.14. The allowance will continue whilst an officer is on Programmed Hours Off.
- 15.15. The allowance will not be paid on any day that an officer is absent on sick leave.
- 15.16. The allowance will not be paid on any day that an officer is absent on long service leave or unpaid leave.

16. ONE AND TWO PERSON STATIONS

The parties' aims in respect to Clause 14 employees are:

- To meet OHS&W obligations
- To provide best practice service delivery
- To ensure that employees have a fair and equitable working environment
- To ensure the guidelines are consistent with the Police Officers Award and this Agreement

To meet these aims, the parties agree to implement the following conditions:

16.1. Allowance Conditions

- 16.1.1. In lieu of Clause 14 (a) and (b) of the Police Officers Award, all Police Officers employed in one or two person stations, or Country Investigation Sections with an establishment of less than three, will receive an Allowance of 32 per centum to reflect modern country policing duties that include traffic policing as a core general duties requirement.
- 16.1.2. Clause 14 (c) of the Police Officers Award no longer applies as the allowance (in lieu of Clause 14 (a) and (b) of the Police Officers Award) includes specific road traffic safety duty.
- 16.1.3. The allowance will continue whilst an officer is absent on the following paid leave entitlements:
 - Care of sick child
 - Urgent Pressing Necessity
 - Compassionate
 - Family Carers
 - Maternity\Adoption Leave
- 16.1.4. The allowance will continue during periods when an officer is absent on accrued Time Off in Lieu of Overtime regardless of the day or shift that has been rostered.
- 16.1.5. The allowance will continue whilst an officer leaves an area temporarily to attend training commitments providing the officer returns to an area where the allowance is applicable at the completion of the training.
- 16.1.6. The allowance will continue whilst an officer is on Programmed Hours Off.
- 16.1.7. The allowance will not be paid on any day that an officer is absent on sick leave, long service leave or unpaid leave.

- 16.1.8. The Clause 14 Police Officers Award allowance is paid in lieu of penalties prescribed by clauses 10, (excluding clause 10 (h)) 11, and 12 of the Police Officers Award and their associated clauses in this Agreement.
- 16.1.9. Employees subject to this allowance are required to work according to approved rosters for 10 days in each 14 day pay period. Four days in each 14 day pay period will be rostered as Rest Days Off (RDO).
- 16.1.10. Employees subject to this allowance are required to work an average of 152 hours over 28 consecutive days.
- 16.1.11. The number of ordinary hours to be worked in any day will not be less than 8 hours, excluding meal breaks.
- 16.1.12. Recall to work on RDOs will be for an emergency or an urgent requirement for immediate police attendance and will not form part of a regular rostered duty that will in effect do away with the RDO.
- 16.1.13. Flexible rostering principles that apply throughout SAPOL will generally apply for rosters associated with one and two person stations, with rosters designed to accommodate the provision of an appropriate policing service to rural communities. With prior approval of the LSA manager or delegate, Rest Days Off may be altered to accommodate planned events and alternate RDOs should be rostered. Where there are insufficient days in the current pay fortnight to enable 4 RDOs as a result of the RDO alteration to accommodate a planned event, an alternate RDO will be taken in the following pay fortnight.

This effectively permits rostered RDOs from one fourteen day pay period to be deferred in to the next pay period when insufficient days remain for all rostered RDOs to be taken in the current pay period. SAPOL and PASA require particular attention to be given to health, safety and welfare aspects associated with working on an excessive number of consecutive days when the deferment of RDOs is being contemplated. All rosters will continue to provide four RDOs in each pay period. For administrative purposes, RDOs deferred into the next period will be recorded as overtime (time off in lieu) in one period and taken as time off in lieu in the next period.

- 16.1.14. Diversion of Telephones when on Rest Days Off:
 - (a) Members will divert telephones to the appropriate 24 hour Police Station or another Station which has a police officer on duty when rostered on RDOs, PDOs and Public Holidays (Rostered Off) to ensure that those days are uninterrupted other than by a necessary recall to duty.

- (b) Recall to duty in accordance with Clause 16.1.14 (a) will be in circumstances of an emergency or an urgent requirement for immediate police attendance.

16.1.15. Recalled to work on a Rest Day Off (RDO) in the member's Clause 14 Police Station District:

- (a) Recall to duty for an emergency or an urgent requirement for immediate police attendance where 4 hours or less are worked will continue to be covered by the allowance.
- (b) Recall to duty for an emergency or an urgent requirement for immediate police attendance where more than 4 hours is worked, will entitle the person to time off in lieu (TOIL) on an hour for hour basis to the nearest 15 minutes for the time worked in excess of 4 hours, with no option for payment.
- (c) A second or subsequent recall to duty for an emergency or an urgent requirement for immediate police attendance on the same RDO (regardless of the amount of time worked on the first recall) will entitle the person to Time Off in Lieu (TOIL) on an hour for hour basis to the nearest 15 minutes for all time worked (excluding the first recall if 4 hours or less).

16.1.16. Recalled to work on a Rest Day Off into another Clause 14 Police Station District:

Recall to duty for an emergency or an urgent requirement for police attendance will entitle the person to time off in lieu (TOIL) on an hour for hour basis to the nearest 15 minutes with no option for payment for all hours worked.

16.1.17. Recalled to work on a Rest Day Off into a non Clause 14 Police Station District:

Recall to duty for an emergency or an urgent requirement for police attendance will entitle the person to payment at overtime rates in accordance with Clause 12 of the Police Officers Award in addition to the Clause 14 allowance whilst undertaking duties in that district.

16.1.18. Rostered to work in a non Clause 14 Police Station District on a Saturday, Sunday or Public Holiday for a Specific Rural Event or Operation:

In lieu of the Clause 14 allowance a payment at the Award rates of 50% for a Saturday or Sunday and 150% for a Public Holiday will apply.

16.1.19. Recalled to work on Programmed Day Off (PDO):

- (a) No additional payment as this requirement is included in the Clause 14 allowance.

- (b) An alternate PDO will be granted if recalled to work within the rostered shift hours for that day.
- (c) If recalled to work outside of the rostered shift for that day no additional payment or alternate PDO as the PDO has been taken.

16.1.20. Work on Public Holidays in own Clause 14 Police Station District:

- (a) May be rostered to work for up to 5 Public Holidays in any financial year without additional payment.
- (b) May be recalled to work on a public holiday that has been rostered for work (1 of the 5 public holidays in a financial year) without additional payment.
- (c) Entitled to Clause 12 of the Police Officers Award public holiday penalty rates (150%) in lieu of the Clause 14 allowance if rostered to work on a public holiday after having worked 5 public holidays for that financial year.
- (d) Entitled to Time Off in Lieu (TOIL) if recalled for an emergency/urgent requirement for police attendance on a public holiday that has been allocated as a grace day (i.e. over and above five public holidays that have been worked or rostered to work).

16.1.21. Where a rostered day off (Monday to Friday) coincides with a public holiday, and the member is not required to work on that day in accordance with Clause 16.1.19, the member may alter their rostered day off to another non public holiday day in that fourteen day period. This roster alteration is to be undertaken in consultation with the relevant Local Service Manager or Senior Sergeant prior to the day.

16.1.22. Clause 14 workers directed to work on independently funded road safety initiatives (e.g. State or Federally funded RBT operations) will be paid in addition to the Clause 14 allowance, the applicable penalties when required to work in circumstances for which those penalties would have been payable if the employees were shift workers, if the operation is conducted outside of their allocated district. Those penalty payments will only apply to the actual hours worked on independently funded road safety initiatives.

16.2. Overtime

16.2.1. There are two types of activities that occur outside of ordinary hours that are categorized as overtime for employees subject to this allowance. These can be defined as follows:

- i. **Tasking / Emergency Overtime:**-Where an employee is directly required to respond for an emergency or an urgent requirement for police attendance. This overtime will come under one or more of the category codes listed on the rear of the PD 39 Time sheet.
 - ii. **Self Generated Overtime:**-Where an employee works overtime other than where there is a necessity for the employee to return to duty for an emergency or an urgent requirement for police attendance. The employee has control over this overtime and has alternatives available other than an immediate return to duty. Those alternatives may include changing rostered hours of duty to meet known commitments. Employees are not required to return to duty to service routine public inquiries on RDOs, PDOs or other occasions out of ordinary rostered hours.
- 16.2.2. Members are required to obtain prior authority to work overtime from the LSA Manager, Senior Sergeant or nominee. When it is not practicable to obtain this authority, the LSA Manager, Senior Sergeant or nominee will be informed of the overtime being worked as soon as it is practicable in order that approval is obtained.
- 16.2.3. Self-generated overtime is to be strictly controlled, and to that end will be recorded on the PD 39 under the code S.G.
- 16.2.4. Other than in exceptional circumstances where overtime is necessary, it will be so arranged that employees have at least 8 consecutive hours off duty between work on successive days. Employees will not return to duty within the 8 consecutive hours off duty period without the approval of the LSA Manager or Senior Sergeant, and then only for an emergency or an urgent requirement for police attendance.
- 16.2.5. Recall to duty outside of rostered hours will be in response to an emergency or an urgent requirement for police attendance. Telephones will be diverted when employees are on RDOs, PDOs or out of their district, or have been relieved from duty by their LSA Manager or Senior Sergeant.
- 16.2.6. Where employees subject to this allowance are rostered to work outside of their station district by the LSA Manager or Senior Sergeant, alongside employees in receipt of shift and or overtime penalties, they are to receive overtime payments for all time worked in excess of eight ordinary hours.

16.3. Managerial Guidelines

- 16.3.1. Managers responsible for employees subject to this allowance are to ensure that the hours and days on which Police Station Offices will be open for the public for routine police matters are clearly advertised at the front of the station and that the community is made aware of them. Such hours and days are to be developed through consultation with stakeholders. Employees will not be required to return to duty to service routine station orientated matters outside the identified hours / days or whilst on RDOs and PDOs.
- 16.3.2. Where prior notice of commitments outside of normal working hours is received, hours of duty are to be adjusted where practicable to include such commitments in the ordinary hours of work for that day.
- 16.3.3. Employees will not ordinarily be required to return to duty on RDOs and PDOs except for an emergency or an urgent requirement for police attendance.
- 16.3.4. LSA Managers or Officers in Charge are to ensure that adequate coverage is provided at all times for emergency deployment whilst employees are on RDOs and PDOs or absent from their district.
- 16.3.5. Employees are to be clearly instructed by managers that they are to have four RDOs during each fourteen-day pay period. (Refer to Clause 16.1.13 where insufficient days remain in a current pay period)
- 16.3.6. It is incumbent upon both managers and employees to adhere to these guidelines. The purpose of these guidelines is to ensure a consistent approach across SAPOL for Clause 14 workers. Clause 14 workers have unique policing responsibilities to the community in which they serve, and should generally not be required to perform extraneous duties outside of their geographical district. It is recognised however, that all police have an obligation to assist where ever needed. If this occurs, then LSAs may incur additional penalty entitlements for this group of employees in accordance with these guidelines or relevant Police Officers Award/Enterprise Agreement provisions to compensate them for the additional social dislocation incurred.

16.4. Telephones

- 16.4.1. Managers and Officers in Charge will ensure that appropriate arrangements and facilities are in place to ensure that employees who remain in their station district on RDOs and PDOs are able to be contacted and deployed for immediate emergency response.

- 16.4.2. Managers and Officers in Charge are to ensure that both the station to which telephones are diverted and/or the nearest 24 hour Police Station are aware of arrangements made for coverage whilst the employee is on an RDO or PDO or absent from their district.
- 16.4.3. Employees may with the approval of the LSA Manager or delegate divert telephones to a neighbouring station or the nearest 24 hour station after a period of extended duty or overtime, to ensure the employee has a period of 8 consecutive hours rest between shifts. Agreement must be reached on when the telephone diversion will commence and finish, on the clear understanding that the employee may still be required to respond for an emergency or an urgent requirement for police attendance during the period of diversion and only if able to do so.
- 16.4.4. For the purpose of ensuring employees have adequate rest after periods of extended duties LSA Managers may direct an employee to be relieved of duty to allow them a period of at least 8 consecutive hours off duty. Arrangements for adequate coverage of the police area during this period, including for telephone diversion and emergency response, are to be made by the LSA Manager.

16.5. Station Reliefs

- 16.5.1. Two person stations or units will not as a general rule be provided with a relief member whilst one member is absent on leave or for some other purpose unless an assessment of operational requirements and efficiency coupled with service delivery, indicates a need to do so. The decision to relieve those positions remains with the LSA Manager.
- 16.5.2. Distance between neighbouring stations, work load, seasonal and local conditions are factors that will be considered in determining whether a one person station or unit is to be provided with a relief officer during the absence of the incumbent employee.
- 16.5.3. Managers are to ensure sufficient arrangements are in place to provide adequate coverage to those stations/units or areas if a relieving officer is not provided. Due regard will be given to operational requirements and efficiency, service delivery, occupational health, safety and welfare, and employee social and family considerations.

- 16.5.4. The second officer at two person stations or units may be used to relieve other stations or units where the allowance applies. This option may be used as a developmental strategy for those officers to gain wider experience. This may require the officer to travel daily from the home station to the station or unit where relief is being provided. The relieving officer will have responsibility for emergency and tasking responses in the area being relieved, and will have access to a SAPOL vehicle for this period for the purpose of travelling to and from the area being relieved.

16.6. Occupational Health, Safety & Welfare

- 16.6.1. Managers and employees have a duty to ensure that safe working practices are adopted in respect of employees subject to this allowance.
- 16.6.2. Employees are not to work excessive hours without periods of at least 8 consecutive hours of rest.
- 16.6.3. Excessive hours means any period of continuous duty which exceeds 12 hours or where an employee has worked so much overtime as to be too fatigued to be able to work safely.
- 16.6.4. Employees will have the right to consult with their LSA Manager at any time they are directed to undertake any duty when they believe they are so fatigued as to be unable to carry out that duty safely.
- 16.6.5. The LSA Manager will ensure employees are not directed to undertake duties whilst fatigued, in particular the driving of vehicles after excessive hours of duty or overtime. Managers are to make arrangements for the relief of employees who have worked excessive hours, and this may include allowing for a period of at least 8 consecutive hours off duty.
- 16.6.6. Managers and employees are to ensure that the policies and directions contained in General Order 8540 (Occupational Health and Safety) are complied with.
- 16.6.7. In circumstances where employees are aggrieved by the application of these guidelines, for example, the amount of overtime or the number of P.M. shifts and/or weekends being worked and the matter cannot be resolved at the local level, a meeting shall be convened between the respective Assistant Commissioner and the Officer in Charge for the area concerned, Manager Industrial Relations and a PASA representative. It is expected that the outcome of any such meeting will provide a satisfactory resolution to a particular grievance in accordance with the Enterprise Agreement Grievance and Dispute Avoidance procedures.

16.7. Guidelines Review

- 16.7.1. The parties agree to periodically review these guidelines and make agreed changes where appropriate to ensure continued relevance and application. If changes sought to these guidelines are not agreed between the parties then the matter will be dealt with in accordance with the Enterprise Agreement Grievance and Dispute Avoidance Procedures.

17. SENIOR SERGEANTS

17.1. Senior Sergeant First Class

As agreed under Clause 17.2 of EA2004, SAPOL has undertaken an examination of work performed by members holding positions classified as Senior Sergeant and has determined which of these positions are appropriate for reclassification to a higher level.

- 17.1.1. All members who are holding positions identified as meeting the higher level will be reclassified to Senior Sergeant First Class. Members classified to Senior Sergeant First Class will receive a payment of \$5,000 per annum in addition to their incremental salary.
- 17.1.2. The payment **will** form part of annual salary and apply for all Award, Long Service Leave, Enterprise Agreement and superannuation purposes, and will continue whilst the employee is absent on all other forms of paid leave.
- 17.1.3. Members who work on a part-time basis will receive the payment on a pro-rata basis.
- 17.1.4. The payment will be made fortnightly.
- 17.1.5. Members will hold the classification of Senior Sergeant First Class and receive the Senior Sergeant First Class payment only for the period of time that they are holding the position classified as Senior Sergeant First Class.
- 17.1.6. Members relieving (as per Clause 15 of the Police Officers Award) into positions classified as Senior Sergeant First Class, will receive the fortnightly allowance for the duration of their relieving period.
- 17.1.7. The Commissioner of Police retains the discretion to apply the Senior Sergeant First Class classification to other position/s during the life of the Agreement, where appropriate.

- 17.1.8. With respect to the Country LSA Senior Sergeant Operations/Training and Development PID (PID 1199), the parties note the Commissioner's intention to separate the 'Operations' and 'Training and Development' components of the PID into separate Position Information Documents as soon as practicable following ratification of this Agreement. Persons currently holding a position against PID 1199 at the commencement of this Agreement will continue to be classified as Senior Sergeant First Class while they continue to perform those roles.

18. PROSECUTION

The parties recognise the unique challenges in developing police to effectively fulfil the role of police prosecutor. This challenge includes identifying opportunities for continuous improvement in the areas of staffing stability, business models and processes, leadership and management, ongoing training, support and mentoring, and workload issues.

To that end, SAPOL is committed to conducting a review of the existing prosecution structure to determine the most superior model for the future integration and strategic provision of prosecution services within SAPOL.

The project will identify opportunities for SAPOL to:

- Enhance service delivery
- Provide a superior focus on accountability, leadership and problem solving
- Effectively and efficiently managing performance to promote and support an "Achievement Culture".

Attraction and Retention Payment

- 18.1. The Prosecutors Attraction and Retention Payment will continue during the life of this Agreement in order to attract and retain appropriate personnel to the role of prosecutor.
- 18.2. Prosecutors, excluding Officers of Police, who hold a permanent position in Criminal Justice Sections or other areas where they provide prosecutorial services, will receive the payment.
- 18.3. A payment of \$3300 per annum will be made to all prosecutors for the first two years of service. After two years of satisfactory service across all prosecutorial roles (legal research, adjudication, advocacy, prosecution) the payment will increase to \$5500 per annum.
- 18.4. The payment will not form part of annual salary and will not be included for the purposes of calculating any other Award/Agreement entitlements (eg. overtime, shift penalties, etc) or superannuation. The payment will continue whilst the member is absent on all forms of paid leave.

- 18.5. Prosecutors who work on a part-time basis will receive the payment on a pro-rata basis.
- 18.6. The payment will be made fortnightly.
- 18.7. The payment will continue whilst a member leaves an area temporarily to attend training commitments providing the member returns to the area where the payment is applicable at the completion of the training.
- 18.8. The payment will cease to be paid to a prosecutor from the date of his/her transfer to any position outside of a Criminal Justice Section or other area to which this payment applies.
- 18.9. Where an officer holds a permanent position within a Criminal Justice Section having performed a period of continuous relieving or secondment, the officer is eligible to have that period of relieving or secondment counted as service for the purpose of calculating payment entitlements.
- 18.10. Should a member return to hold a permanent position within a Criminal Justice Section within 5 years of previous service within a Criminal Justice Section or other area where prosecutorial services are provided, that previous service will count towards aggregation of time in calculating the level of payment to be made to the officer.

19. DETECTIVES

- 19.1. A Detective Attraction and Retention Payment will be introduced from 1 July 2007 in order to attract and retain appropriate personnel to the role of Detective.
- 19.2. Members, excluding Officers of Police, that have completed the Detective Training Course (or past equivalent) and hold a permanent Detective position within an LSA CIB, Crime Service area, Internal Investigation Section, Anti-Corruption Branch or Protective Security Investigation Section, or hold a permanent position where it is an essential requirement for the incumbent to be a designated detective, will receive the payment.
- 19.3. A payment of \$3,000 per annum will be made to those members who qualify as per Clause 19.2. After 3 years of satisfactory service, the payment will increase to \$5,000 per annum.
- 19.4. The payment will not form part of annual salary and will not be included for the purposes of calculating any other Award/Agreement entitlements (eg. overtime, shift penalties, etc) or superannuation. The payment will continue whilst the member is absent on all forms of paid leave.

- 19.5. Members to whom Clause 19.2 applies, who work on a part-time basis will receive the payment on a pro-rata basis.
- 19.6. The payment will be made fortnightly.
- 19.7. The payment will continue whilst a member leaves an area temporarily to attend training commitments providing the member returns to the area where the payment is applicable at the completion of the training.
- 19.8. The payment will cease to be paid to a member from the date of his/her transfer to any position outside of an area or position to which this payment applies.
- 19.9. Where an officer holds a permanent position within an area or position to which this payment applies, having performed a period of continuous relieving or secondment, the officer is eligible to have that period of relieving or secondment counted as service for the purpose of calculating payment entitlements.
- 19.10. Should a member return to hold a permanent position within an area or position to which this payment applies, that previous service will count towards aggregation of time in calculating the level of payment to be made to the officer.

20. ROTATIONAL SHIFT ALLOWANCE FOR LONG TERM PATROL OFFICERS

- 20.1. A \$1,000 per annum Rotational Shift Allowance for Long Term Patrol Officers will be introduced.
- 20.2. To be eligible, an officer must:
- currently hold a patrol or other general duties position, and
 - be currently allocated and working an approved indicative roster which requires the officer to rotate through shifts which cover 7 days a week, and which cover a full 24 hour cycle, and
 - have completed a minimum of ten cumulative years working in a uniform general duties position (that generally worked a 24 hour rotation).
- 20.3. The payment will not form part of annual salary and will not be included for the purposes of calculating any other Award/Agreement entitlements (eg. overtime, shift penalties, etc) or superannuation. The payment will continue whilst the member is absent on all forms of paid leave.
- 20.4. Members who are eligible as per Clause 20.2, who work on a part-time basis will receive the payment on a pro-rata basis.

- 20.5. The payment will be made fortnightly.
- 20.6. The payment will continue whilst a member leaves an area temporarily to attend training commitments providing the member returns to a position to which the payment is applicable at the completion of the training.
- 20.7. The payment will cease to be paid to a member from the date of his/her transfer to any position which does not meet the criteria as per Clause 20.2.
- 20.8. Where an officer holds a permanent position within an area or position to which this payment applies, having performed a period of continuous relieving or secondment, the officer is eligible to have that period of relieving or secondment counted as service for the purpose of calculating payment entitlements.

21. PATROL TUTOR ALLOWANCE

The Constable Development Program implemented in 2006, provides for patrol tutors in a metropolitan LSA to assume responsibility for directly managing the development of cadets during “outphase” and probationary constables during their first six months of service following graduation. The Commissioner proposes to expand the provision of patrol tutors into selected country locations.

- 21.1. A daily payment of \$10 (Patrol Tutors Allowance) will be made to designated patrol tutors (Constables, Senior Constables and Senior Constables First Class, where applicable) for each day that they undertake the function.
- 21.2. The payment will not form part of annual salary and will not be included for the purposes of calculating any other Award/Agreement entitlements (eg. overtime, shift penalties, etc) or superannuation.
- 21.3. SAPOL will conduct a review of the methodology for attaining Patrol Tutor status during the life of the agreement.

22. RESTRUCTURING ALLOWANCE

All employees in receipt of the restructuring allowance via Clause 14 of the South Australia Police Department Ordinary Rank and Non Commissioned Officer Enterprise Agreement 1998, on the date of the approval of this Agreement, will be paid an allowance of \$800 per annum, effective 1 July 2007, 1 July 2008 and 1 July 2009. The allowance only applies whilst the employees hold their current rank and will not be extended to any further employees.

23. PEGGED EMPLOYEES

- 23.1. Any employees in receipt of a “pegged” rate of pay will not receive the increases referred to in this Agreement, unless the increase to the substantive rate of pay for an employee’s classification brings that rate up to an amount higher than the pegged rate. In this case, the increase payable will be the difference between the new substantive rate and the pegged rate. Once the rate of pay for the employee’s classification equals or exceeds the employee’s pegged rate, the employee will, for all purposes, be regarded as not being subject to a pegged rate of pay.

PART D - WORKING CONDITIONS AND ENTITLEMENTS

24. FLEXIBLE ROSTERING

24.1. Flexible Rostering Guidelines

SAPOL will continue with the concept of flexible rostering that enables each workplace to roster staff to meet service delivery requirements.

Flexible Rostering Guidelines are as follows:

- 24.1.1. All rosters must comply with the Police Officers Award and any associated Enterprise Agreement conditions, and be developed at the local level in consultation with the employees who will be working the roster.
- 24.1.2. The circadian method of rostering with the basic roster pattern following a day, afternoon and night shift cycle is recommended. Sample rosters will be available from the Industrial Relations Branch to assist Local Service Areas in the design of rosters to meet local needs.
- 24.1.3. The locally approved rosters will be registered on the Human Resources Management System and will be indicative to clearly identify that managers retain the capacity to modify the numbers of people on any shift or day to maintain effective service delivery and to allow for training, developmental and other contingencies.
- 24.1.4. Roster cycles must not exceed 18 weeks to accommodate administrative requirements of the payroll segment of the Human Resource Management System.
- 24.1.5. A precise disposition roster will be posted in each work place which details specific shift commencement times for all employees. This roster will give employees a minimum of 14 days notice of respective shift starting times, programmed hours off and rest days off, with 28 days notice being given where possible. This does not restrict the discretionary ability to alter shifts at short notice in accordance with the Award.
- 24.1.6. A high degree of predictability is to be achieved where possible to assist employees in accommodating their family responsibilities and other non-work related personal activities. Shift starting times and rest days are to be structured to provide partners with compatible working arrangements where possible.

- 24.1.7. A Request Book will be maintained at each workplace where employees may formally identify personal rostering requirements for consideration by the local Rostering Coordinator in advance of the compilation of the disposition roster.
- 24.1.8. Rostering practices will not generally maintain a fixed team structure nor shall they be constrained by the need to maintain regulated shift starting times. Staggered shift starting times may be utilised to meet varying workloads and to assist with employee family commitments.
- 24.1.9. Whilst there are no maximum or minimum number of PM shifts that can be worked, nor a minimum number of weekends that will be rostered off, rosters will be designed to achieve an equitable range of PM shifts and weekends on duty through the roster cycle. In normal circumstances, it is recommended that clear weekends off duty should represent at least 33 per cent of the indicative cycle roster.
- 24.1.10. The maximum number of consecutive PM shifts (either afternoon or night) should be limited to seven and, where practicable, no more than four.
- 24.1.11. Grievances associated with rostering are to be resolved in accordance with the established dispute resolution procedures as detailed in the Enterprise Agreement.

24.2. Flexible Shiftwork Allowance (FSA)

- 24.2.1. The FSA will apply to all full-time police officers or community constables not being Officers of Police, who are required to work shifts in Branches, Sections and Units listed in Attachment 2.
- 24.2.2. Any police officers or community constables not being Officers of Police, who are working part-time in Branches, Sections and Units listed in Attachment 2, will have the option of receiving the FSA on a pro-rata basis in lieu of the provisions contained in Clause 10A of the Police Officers Award.
- 24.2.3. An allowance of 18.5% of an officer's base salary is to be paid fortnightly in lieu of penalty payments provided in Clause 10 (Hours of Work), Clause 11 (Shift Work Allowance for Shift Workers), and where applicable, Clause 10A (Part-time Employment) of the Police Officer's Award. The allowance is to be exclusive of penalty payments for work on public holidays, and overtime.
- 24.2.4. For the purposes of FSA, "required to work shifts" means an officer allocated to an approved indicative roster which requires the officer to work on any day, afternoon or night shifts rotating on any two or three of such shifts.

- 24.2.5. Employees in receipt of the allowance will be required to participate in flexible rostering with varied work patterns which will be driven by the problem-solving philosophy of crime management operating within SAPOL.
- 24.2.6. Predictable patterns of work will be maintained wherever practicable, however flexible working arrangements are a key objective of the allowance. Indicative roster cycles will continue to be approved by the relevant managers in consultation with the employees affected by the roster. The Flexible Rostering Guidelines set out in Clause 24.1 (excluding Clause 24.1.9) will apply to employees in receipt of the FSA.
- 24.2.7. Indicative rostering will limit the maximum number of PM shifts worked to an average of one third of the roster cycle, and weekend days worked to two thirds of the roster cycle. Operational circumstances may require individual employees to work in excess of the aforementioned limits.
- 24.2.8. In circumstances where employees are aggrieved by the number of PM shifts and/or weekends being worked, and the matter cannot be resolved at the local level, a meeting will be convened between the respective Assistant Commissioner, the Officer in Charge of the area concerned, Manager Industrial Relations and a PASA representative. It is expected that the outcome of any such meeting will provide a satisfactory resolution to a particular grievance in accordance with the Flexible Rostering Guidelines.
- 24.2.9. Employees attached or seconded to the identified areas in Attachment 2, that are required to work shifts will be paid the allowance in recognition of their need to work flexible hours incorporating shifts and weekends
- 24.2.10. Where an officer **agrees**, RDOs from one pay period may be deferred to the next pay period. This effectively permits rostered RDOs from one fourteen day period to be deferred to the next pay period when insufficient days remain for all rostered RDOs to be taken in the current pay period. SAPOL and PASA require particular attention to be given to health, safety and welfare aspects associated with working on an excessive number of consecutive days when the deferment of RDOs is being contemplated. All rosters will continue to provide four RDOs in each pay period. For administrative purposes, RDOs deferred to the next period will be recorded as overtime (time off in lieu) in one period and taken (as time off in lieu) in the next period.
- 24.2.11. The allowance will continue whilst an officer is absent on the following paid leave entitlements:
- care of sick child

- urgent pressing necessity
- compassionate
- family carers
- maternity/adoption

- 24.2.12. The allowance will continue during periods when an officer is absent on accrued time off in lieu of overtime regardless of the day or shift that has been rostered.
- 24.2.13. The allowance will continue whilst an officer is on dayshift, eg attending as a police witness in court.
- 24.2.14. The allowance will continue whilst an officer leaves an area temporarily to attend training commitments providing the officer returns to an area where the allowance is applicable at the completion of the training.
- 24.2.15. The allowance will continue whilst an officer is on Programmed Hours Off.
- 24.2.16. An officer seconded or transferred from a shift work roster to an area where the allowance is applicable and where they are required to work shifts will change over to the allowance on the day the transfer or secondment commences and their shift work status will continue for annual leave loading purposes.
- 24.2.17. Employees in receipt of the allowance will be classified as shift workers for the purpose of annual leave loading and will receive a loading of 20% of base salary.
- 24.2.18. The allowance will not be paid on any day that an officer is absent on sick leave.
- 24.2.19. The allowance will not be paid on any day that an officer is absent on long service leave or unpaid leave.
- 24.2.20. During the life of the Agreement, other areas identified as requiring the FSA by either party and agreed by both parties to this Agreement will, if it is agreed by the majority of employees attached to that area, have the ability to receive the FSA.
- 24.2.21. Attachment 2 provides further details.

25. FAMILY CARERS' LEAVE

The parties to this Agreement agree that employees who have exhausted their entitlements with respect to Special Leave with Pay – Sick Child/Urgent or Pressing Necessity, may access up to ten working days (80 working hours) of the employee's paid Sick Leave entitlement in any one year to provide support for a family member.

- 25.1. For the purpose of this clause, the following are to be regarded as members of a person's family: a spouse (including a defacto spouse or a former spouse); a child or step-child; a parent or parent-in-law; any other member of the person's household; a grandparent or grandchild; any other person who is dependent on the person's care;
- 25.2. An employee (other than a casual employee) with responsibilities in relation to a member of the employee's family who need the employee's care and support due to personal injury or for the purpose of caring for a family member who is sick and requires the employee's care and support or who requires the care due to an unexpected emergency, is entitled to up to 10 days (or the equivalent in hours) of their accrued sick leave entitlement in any completed year of continuous service (pro rata for part time employees) to provide care and support for such persons when they are ill.
- 25.3. This access is available if the following conditions are satisfied: the employee must have responsibility for the care of the family member concerned; and the employee produces satisfactory evidence of sickness of the family member, if requested.
- 25.4. The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.

26. MATERNITY LEAVE / ADOPTION LEAVE

- 26.1. An employee who has completed 12 months of continuous service prior to the expected date of birth of their child will be eligible to apply for fourteen weeks of paid maternity leave.
- 26.2. An employee who has completed 12 months of continuous service before the date of taking custody of an adopted child is entitled to fourteen weeks of paid adoption leave.
- 26.3. The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:

- 26.3.1. An employee will be entitled to fourteen weeks at the ordinary rate of pay from the date maternity / adoption leave commences. The fourteen weeks paid leave is to be inclusive of any public holiday or programmed hours off which may fall during the period of leave. The fourteen weeks paid maternity / adoption leave therefore, is not extended by any public holidays or PDO's that fall during the period of paid leave.
- 26.3.2. At the time of applying for paid maternity/adoption leave, the employee may elect in writing:
- (a) To take the leave at half pay in which case, notwithstanding any other clause of this Agreement, the employee will be entitled during the twenty eight weeks, to be paid at half the ordinary rate of pay from the date maternity/adoption leave commences; or
 - (b) To take the paid maternity/adoption leave in two periods of seven weeks during the first 12 months of the commencement of their paid leave; or
 - (c) A combination of (a) and (b)
- 26.3.3. Any employee who is subject to Section 27 (4) of the Police Act, 1998 (Probationary Appointment), who elects to take maternity/adoption leave at half pay pursuant to Clause 26.3.2, will be considered to be on leave with pay for fourteen weeks.
- 26.3.4. Paid leave may be taken in conjunction with annual leave, long service leave and other parental leave.
- 26.3.5. The total of paid maternity leave and unpaid parental leave is not to exceed 104 calendar weeks in relation to the employee's child. For the purposes of Clause 26, child includes children of a multiple birth/adoption.
- 26.3.6. Up to 52 weeks (in total) of paid maternity leave and unpaid parental leave will count as service pursuant to Regulation 49(5) of the Police Regulations, 1999. Parental Leave in excess of this 52 weeks will not be counted as service.
- 26.4. Part-time employees will have the same entitlements to paid maternity / adoption leave as full-time employees on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).

- 26.5. During periods of paid maternity / adoption leave or parental leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.

27. REIMBURSEMENT OF REASONABLE CHILD CARE EXPENSES

- 27.1. Where an employee, other than a casual employee, is given less than 24 hours prior notice that the employee is required to work outside of their ordinary rostered hours of work, and consequently, the employee utilises paid child care, the employer will reimburse the reasonable child care costs incurred by the employee arising from performing such work, subject to this clause.
- 27.2. The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- 27.3. The work, or the hour/s to be worked, is not part of a regular or systematic pattern of work or hour/s performed by the employee.
- 27.4. The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
- 27.5. Reimbursement will be made for child care costs in respect of Registered Care or Approved Care after all other sources of reimbursement have been exhausted. Where the child care costs are incurred for child care not in a registered or approved centre, reimbursement will be made in accordance with a child care reimbursement rate, and guidelines, published from time to time by the Commissioner for Public Employment.
- 27.6. The employee will provide the employer with a Child Care Benefit Claim Form for either Registered Care or Approved Care, tax invoice/receipt, or other supporting documentation as may from time to time be required detailing the cost incurred, or reimbursement sought, in respect of the work.
- 27.7. For the purpose of this clause, a reference to work is a reference to the work outside the employee's ordinary rostered hours, or regular or systematic pattern of work or hour/s, for which less than 24 hours prior notice is given.

28. SALARY SACRIFICE

Voluntary Salary Sacrifice provisions, on a cost neutral basis, as presently provided for public sector employees by virtue of the South Australian Government Wages Parity (Salaried) Enterprise Agreement 2006 or its successor, are available for all staff.

29. TIME OFF IN LIEU OF OVERTIME (TOIL)

- 29.1. During the same pay period in which the overtime is worked, an employee may request equivalent time off in lieu of payment, and in such case the time off in lieu may be granted at a time mutually agreed between the employer and employee concerned. Time off in lieu of overtime is calculated on an hour for hour basis.
- 29.2. Once an employee requesting time off in lieu of payment for overtime (Clause 12 of the Police Officers Award) receives authority for time off in lieu of payment, all entitlement to future payment for that overtime is forfeited. Notwithstanding, employees separating from SAPOL at short notice without the opportunity to access any accrued TOIL will receive the equivalent payment previously due for the overtime.
- 29.3. An employee may request time off in lieu of payment for attendance at community programs or for other activities outside of ordinary hours providing the attendance at the community program or participation in the activity is authorised prior to attendance by a senior sergeant or above. This time off in lieu option is only to be initiated at the employee's request as it does not contemplate any option for payment for the overtime.
- 29.4. For the purposes of Clause 29.3, "other activities" does not include operational activities related to normal service delivery such as patrols, attending sporting or special events, RBT operations, et cetera.
- 29.5. If the time off cannot subsequently be granted at the mutually agreed time because of justifiable SAPOL requirements, the employee will renegotiate another mutually agreed time.
- 29.6. Employees with accrued TOIL in excess of twenty four hours may be directed to take time off equivalent to the excess hours by a senior sergeant or above in accordance with organisational requirements, without financial disadvantage.
- 29.7. Overtime that is to be taken as TOIL must be recorded on the timesheet. When the time off is taken, timesheets must show a reduction in ordinary hours which related to time off in lieu of overtime as per administrative instructions.
- 29.8. Employees' pay advice slips will show accrued time in lieu in hours.

- 29.9. This provision excludes Officers of Police and members assigned to the Police band whilst conducting Band duties.

30. OVERTIME WORKED AS A RESULT OF RECALL

In lieu of Sub-clause 12 (e) (iii) of the Police Officers Award, where an employee is recalled to duty, the time so worked will interrupt the eight consecutive hours off duty provision of Clause 12 (i) of the Award and actual time worked will count for the purposes of Clause 12 (i).

31. PROGRAMMED HOURS OFF

This clause does not apply to Officers of Police.

In lieu of Clause 10 (h) of the Police Officers Award:

- 31.1. Within every period of 28 consecutive days each employee will be entitled to 8 consecutive working hours off duty (not occurring on a public holiday) without loss of pay and such hours will be known as Programmed Hours Off.
- 31.2. Notice will be given at least 28 days prior to the hours off and once designated, the programmed hours off will not be changed except by;
- Mutual consent of the Commissioner of Police or delegate and the individual employee concerned, or
 - The employee being recalled to work. In these circumstances, the employee may be granted an alternative number of programmed hours off equal to the number initially designated. No additional payment will be made with respect to work performed during the programmed hours off unless more than the designated hours are worked.
- 31.3. However, nothing contained in this Agreement will entitle an employee to more than 96 programmed hours off in a period of 12 calendar months.
- 31.4. Employees posted to a one or two person country unit/station, and remote stations, may accrue programmed hours off to a maximum of 96 hours per annum. Country units/stations will mean units/stations located outside Metropolitan Adelaide as defined by the Development Plan established under the Planning Act, 1982.
- 31.5. Police cadets at training camps or undertaking the academic phases at the Police Academy, Fort Largs, will not be entitled to programmed hours off.

- 31.6. Police cadets not at training camps or not undertaking the academic phases at the Police Academy, Fort Largs, are entitled to programmed hours off.
- 31.7. However, where it is not practical for cadets to take programmed hours off in each period of 28 days, then the programmed hours off may accrue to be taken at the end of the training period.
- 31.8. Where possible programmed hours off should be rostered so that they may be taken in conjunction with rest days off duty.

32. SICK LEAVE / ANNUAL LEAVE IN WORKING HOURS

- 32.1. The provisions of Clause 19 of the Police Officers Award will apply except to the extent that sick leave will be credited and debited on an hourly basis.
- 32.2. An employee's sick leave hour credit will be calculated by multiplying the entitlements to days (ordinarily being 12 working days subject to proportionate entitlements and other variations) by 8.
- 32.3. For any period during which an employee is absent on sick leave with full pay, the employee will be deemed to have taken sick leave for the number of working hours equal to the number of hours the employee would have been required to be on duty, if they had not been absent on sick leave.
- 32.4. The provisions of Clause 21 of the Police Officers Award will apply except to the extent that annual leave will be credited and debited on an hourly basis.
- 32.5. An employee's annual leave hour credit will be calculated by multiplying the total working day entitlement (ordinarily being 30 working days subject to proportionate entitlements and other variations) by 8.
- 32.6. For any period during which an employee is absent on annual leave, the employee will be deemed to have taken the number of hours equal to the number of hours the employee would have been required to be on duty if they had not been on annual leave, provided that no debit will be made for a public holiday falling on a Monday to Friday.

33. ANNUAL LEAVE LOADING PAYMENTS

- 33.1. Annual leave loading for all employees will be paid at the day worker rate of 17.5 percent with the balance (where applicable for shift workers) being paid at the end of each financial year. This is done to reduce the incidence of overpayments of leave loading to employees and thus reduce the manual administrative time needed to recoup payments.
- 33.2. Employees may elect to receive annual leave loading payments at the start of the leave as a single whole payment or be paid per fortnight whilst on leave.
- 33.3. This clause does not apply to Officers of Police.

34. VOLUNTARY FLEXIBLE WORKING ARRANGEMENTS

The parties acknowledge the mutual benefit to the employer and employee of Voluntary Flexible Working Arrangements (VFWAs) to enable organisational and staff flexibility and to assist employees to balance work and other (including family) responsibilities.

The following types of VFWA will be available to all SAPOL staff covered by this Agreement subject to the arrangements being suitable to SAPOL policies, business, operational and service delivery (internal and external) requirements:

- Purchased Leave which enables an employee to exchange a pro rata agreed reduction in their salary in return for extra periods of leave up to a maximum of four weeks per year.
- Career Breaks which enable an employee to take leave without pay to pursue other interests or responsibilities may be taken up to a maximum three year period. Career break may be taken in conjunction with other types of SLWOP including parental leave provisions and may be taken in conjunction with annual leave.
- Working from Home

35. COUNTRY INCENTIVES

This clause does not apply to Officers of Police.

35.1. Hard to Fill Rural and Remote Postings

On occasions, SAPOL experiences difficulties in attracting suitable police officers to certain rural or remote locations. The following strategies, designed to attract more police officers to these hard to fill locations, are provided for the life of this Agreement:

A system incorporating three levels of incentives has been created to apply to rural and remote postings which SAPOL has difficulty filling by the normal selection processes.

- 35.1.1. Level 2 incentives will apply where a police officer is required to reside in the Anangu Pitjantjatjara or Yalata Lands. The initial vacancy advertisement in the South Australian Police Gazette will carry the notification of the 'Level 2 Hard to Fill' classification in recognition of the unique difficulties in working at these locations and the importance of attracting suitable staff. This classification enables a working conditions and remuneration package to be available as part of the terms and conditions for appointment to the position. Details of this package are contained in Clause 35.2 and in Attachment 3.
- 35.1.2. All other rural and remote positions will be advertised in the usual manner with the usual selection processes following, including the utilisation of Regulation 29 transfers where appropriate. Should the vacancy remain unfilled, Level 1 incentives **may** be invoked at the discretion of the Commissioner of Police or delegate. The vacancy will then be readvertised in the SAPG with the 'Level 1 Hard to Fill' classification. This classification enables an incentive package to be available as part of the terms and conditions for appointment to the position.
- 35.1.3. In addition, the Commissioner of Police may declare by notice in the South Australia Police Gazette, that a position, location or a section within a location, is a 'Level 3 Hard to Fill Position/Location' for a defined period of time. Level 3 Incentives may be applied to any member who accepts a permanent position at a declared Hard to Fill Location and will be entitled to the incentive for the duration of their minimum tenure. Any vacancy at a Hard to Fill Location which is advertised during the defined period will carry the notification of the 'Level 3 Hard to Fill' classification.
- 35.1.4. Any gazetted 'Hard to Fill' position will be open to Regulation 29 applicants. Further, the Commissioner of Police or nominated delegate may determine that any Hard to Fill position be open to candidates of a higher rank than the advertised position, up to the rank of Sergeant, subject to changes to the Police Regulations, 1999, to facilitate this. An employee of a higher rank, transferring to a position of lower rank pursuant to this clause, will maintain their higher rank and increment level.
- 35.1.5. The parties will work together to seek any legislative changes required to Part 7 Transfers, of the Police Regulations, 1999, to facilitate Clause 35.1.4.

- 35.1.6. *Attachment 3* sets out the conditions and benefits that will apply for inclusion as part of Level 1, Level 2 or Level 3 incentives.
- 35.1.7. Level 1 and Level 2 incentives will apply for the duration the position is occupied by the selected member only. Level 3 incentives will apply for the duration of any minimum tenure commenced during the defined period of time as per Clause 35.1.3.
- 35.1.8. Level 1 and Level 3 incentives will not be permanently attached to any specific position. Each position will be reviewed upon it becoming vacant.
- 35.1.9. A contract on agreed conditions will be established between the member and the Commissioner of Police or his/her delegated authority prior to the appointment being gazetted.

35.2. Level 2 Incentives

The following conditions will apply to all members who are employed at stations in the Anangu Pitjantjatjara Lands and Yalata Lands:

Allowance conditions

- 35.2.1. In lieu of Clause 14 (a) and (b) of the Police Officers Award, all members covered by this clause will receive an allowance of 45 per centum to reflect the unique working environment and conditions of the AP and Yalata Lands.
- 35.2.2. The allowance is paid in lieu of penalties prescribed by clauses 10 (excluding 10(h)), 11 and 12 of the Police Officers Award and their associated clauses in this Agreement.
- 35.2.3. The allowance will continue whilst an officer is absent on the following types of paid leave entitlements:
- Care of a Sick Child
 - Urgent Pressing Necessity
 - Compassionate
 - Family Carers
 - Maternity/Adoption Leave
 - Special Annual Leave
- 35.2.4. The allowance will continue during periods when an officer is absent on accrued Time Off in Lieu of Overtime regardless of the day or shift that has been rostered.

- 35.2.5. The allowance will continue whilst an officer leaves an area temporarily to attend training commitments providing the officer returns to an area to which the allowance is applicable at the end of the training.
- 35.2.6. The allowance will continue whilst an officer is on Programmed Hours Off.
- 35.2.7. The allowance will not be paid on any day that an officer is absent on sick leave, long service leave or unpaid leave.
- 35.2.8. Employees subject to this allowance are required to work an average of 152 hours over 28 consecutive days.
- 35.2.9. The number of ordinary hours in any day will not be less than 8 hours, excluding meal breaks.
- 35.2.10. Flexible rostering principles will apply to allow rosters to be designed to accommodate policing services to be delivered flexibly as needed by the community, while providing members with the ability to take extended breaks from their work environment. All rosters will continue to provide four RDOs in each pay period however RDOs from one fourteen day pay period, may be deferred to the next period provided that the maximum number of days worked consecutively may not exceed 8 days. For administrative purposes, RDOs deferred into the next period will be recorded as overtime (time off in lieu) in one period and taken as time off in lieu in the next period. Where an RDO or RDOs are deferred, they must be taken in the next pay period.
- 35.2.11. Special Annual Leave (see Clause 6) may be taken as individual days and may be included in a roster cycle to supplement RDOs.
- 35.2.12. Recall to work on RDOs will be for an emergency or an urgent requirement for immediate police attendance and will not form part of a regular rostered duty that will in effect do away with the RDO.
- 35.2.13. If a member is recalled to work on a RDO in an area to which this clause applies:
 - a) Recall to duty for an emergency or an urgent requirement for immediate police attendance where 4 hours or less is worked will continue to be covered by the allowance.
 - b) Recall to duty for an emergency of an urgent requirement for immediate police attendance where more than 4 hours is worked, will entitle the person to time off in lieu (TOIL) on an hour for hour basis to the nearest 15 minutes for the time worked in excess of 4 hours, with no option for payment.

- c) A second or subsequent recall to duty for an emergency or an urgent requirement for immediate police attendance on the same RDO (regardless of the time worked on the first recall) will entitle the person to TOIL on an hour for hour basis to the nearest 15 minutes for all the time worked (excluding the first recall if 4 hours or less).

35.2.14. Recalled to work on a RDO into any area outside of the area to which this allowance applies:

Recall to duty for an emergency or an urgent requirement for police attendance will entitle the person to payment at overtime rates in accordance with Clause 12 of the Police Officers Award in addition to the 45% allowance whilst undertaking duties in that area.

35.2.15. Rostered to work in any area outside of the area to which this allowance applies on a Saturday, Sunday or Public Holiday for a Specific Rural Event or Operation:

In lieu of the 45% allowance, a payment at the Award rates of 50% for a Saturday or Sunday and 150% for a Public Holiday will apply.

35.2.16. If a member is recalled to work on a Programmed Day Off (PDO):

- a) No additional payment is made as this requirement is included in the 45% allowance
- b) An alternate PDO will be granted if recalled to work within the rostered shift hours for that day.
- c) If recalled to work outside of the rostered shift for that day no additional payment or alternate PDO as the PDO has been taken.

35.2.17. Work on public holidays in the area to which this allowance applies:

- a) May be rostered to work for up to 5 public holidays in any financial year without additional payment.
- b) May be recalled to work on a public holiday that has been rostered for work (1 of the 5 public holidays in a financial year) without additional payment.

- c) Entitled to Clause 12 of the Police Officers Award public holiday penalty rates (150%) in lieu of the 45% allowance if rostered to work on a public holiday after having worked 5 public holidays for that financial year.
 - d) Entitled to Time Off in Lieu (TOIL) if recalled for an emergency/urgent requirement for police attendance on a public holiday that has been allocated as a grace day (i.e. over and above five public holidays that have been worked or rostered to work).
- 35.2.18. Where a rostered day off (Monday to Friday) coincides with a public holiday, and the member is not required to work on that day in accordance with Clause 32.2.17, the member may alter their rostered day off to another non public holiday day in that fourteen day period. This roster alteration is to be undertaken in consultation with the relevant Local Service Manager or Senior Sergeant prior to the day.
- 35.2.19. Where employees subject to this clause are rostered to work outside the area to which this allowance applies by the LSA Manager or Senior Sergeant, alongside employees in receipt of shift and/or overtime penalties, they are to receive overtime payments for all time worked in excess of eight ordinary hours.
- 35.2.20. It is incumbent upon both managers and employees to adhere to the guidelines provided in this clause to ensure a consistent approach across SAPOL for AP and Yalata Lands workers. These workers have unique policing responsibilities to the community in which they serve, and should generally not be required to perform extraneous duties outside of their geographical district. It is recognised however, that all police have an obligation to assist wherever needed. If this occurs, then LSAs may incur additional penalty entitlements for this group of employees in accordance with this clause or relevant Police Officers Award/Enterprise Agreement provisions to compensate them for the additional social dislocation incurred.

Occupational Health, Safety and Welfare

- 35.2.21. Managers and employees have a duty to ensure that safe working practices are adopted in respect of employees subject to this allowance. SAPOL and PASA require particular attention to be given to health, safety and welfare aspects associated with working an extended number of consecutive days.
- 35.2.22. Employees are not to work excessive hours without periods of at least 8 consecutive hours of rest. Excessive hours means any period of continuous duty which exceeds 12 hours or where an employee has worked so much overtime as to be too fatigued to be able to work safely.

- 35.2.23. Employees will have the right to consult with their LSA Manager at any time they are directed to undertake any duty when they believe they are so fatigued as to be unable to carry out that duty safely.
- 35.2.24. The LSA Manager will ensure employees are not directed to undertake duties whilst fatigued, in particular the driving of vehicles after excessive hours of duty or overtime. Managers are to make arrangements for the relief of employees who have worked excessive hours, and this may include allowing for a period of at least 8 consecutive hours off duty.
- 35.2.25. Managers and employees are to ensure that the policies and directions contained in general Order 8540 (Occupational Health and Safety) are complied with.
- 35.2.26. In circumstances where employees are aggrieved by the application of these guidelines, for example, the amount of overtime or the number of P.M. shifts and/or weekends being worked and the matter cannot be resolved at the local level, a meeting shall be convened between the respective Assistant Commissioner and the Officer in Charge for the area concerned, Manager Industrial Relations and a PASA representative. It is expected that the outcome of any such meeting will provide a satisfactory resolution to a particular grievance in accordance with the Enterprise Agreement Grievance and Dispute Avoidance procedures.

Other conditions

- 35.2.27. Any police officer who holds a permanent position in an area to which this clause applies is entitled to Level 2 incentives as listed in *Attachment 3*.
- 35.2.28. The use of the police plane as part of the Level 2 incentives will apply to the AP Lands only and will be provided at least monthly for respite purposes from AP Lands to Adelaide and return, notwithstanding that emergency incidents will receive priority for use of the plane.

Guidelines Review

- 35.2.29. The parties agree to periodically review these guidelines and make agreed changes where appropriate to ensure continued relevance and application. If changes sought to these guidelines are not agreed between the parties then the matter will be dealt with in accordance with the Enterprise Agreement Grievance and Dispute Avoidance Procedures.

35.3. Country Relief Allowance

Metropolitan-based Operations Service Relief Members (PID 1088) are required to serve at any posting throughout the State and can be deployed for an extended period at very short notice. In practice, postings are generally three months in duration.

As an incentive to attract members to these positions, the following payment will be introduced:

- 35.3.1. Operations Service Relief Members will, for the duration of any temporary transfer to country locations where they are required to reside away from their normal place of residence, be paid a Country Relief Allowance of \$100 per week, or part thereof, in addition to other Award/Agreement entitlements.
- 35.3.2. The payment will not form part of annual salary and will not be included for the purposes of calculating any other Award/Agreement entitlements (eg. overtime, shift penalties, etc) or superannuation.

PART E – CAREER PROGRESSION

36. INCREMENTAL PROGRESSION

36.1. Clause 15 – Mixed Functions

- 36.1.1. Subject to Clause 36.2.1, a person required to perform the duties of a position carrying a higher rate of pay in accordance with Clause 15 of the Police Officers Award will be paid at a rate equivalent to the rank of the position for which the higher duties are performed at the first increment level of that rank for the period that the higher duties are paid.
- 36.1.2. For the purposes of this Clause, ‘a position carrying a higher rate of pay’ means a prescribed promotional position as defined by Section 53 of the Police Act, or a temporary holding position which has been determined by the relevant Assistant Commissioner or Director as having a work value equivalent to the rank of Senior Constable First Class, Sergeant or Senior Sergeant.
- 36.1.3. SAPOL will review the method of paying ‘higher duties’ as per Clause 15 of the Police Officers Award (Mixed Functions) during the life of the Agreement in order to inform the parties for negotiations with respect to the next enterprise agreement.

36.2. Aggregation of Mixed Function Periods

- 36.2.1. A person who has performed higher duties commencing on or after 19 November 1998, for aggregated periods of twelve months will receive the next increment level for subsequent periods of relief, or for appointment to an NCO rank, except that:
 - i. there will be no aggregation of higher duty periods in constable / senior constable positions from 1 October 2004.
- 36.2.2. Aggregation of higher duty periods for Officers of Police will be allowed following the completion of twelve months of service at the highest increment of their substantive rank.

36.3. Continuous Relieving Provision

- 36.3.1. Where a member is appointed into a promotional position at the rank at which he/she is performing continuous higher duties relieving for a period of less than twelve months, the member is eligible to receive a backdated incremental date to the commencement of that continuous relieving period.

37. OFFICER EXTENDED DUTIES

In lieu of the 80 per cent extended duties allowance prescribed in Clause 15A of the Police Officers Award, the allowance will be 100 per cent.

PART F – FUTURE DIRECTIONS AND ONGOING CONSULTATIONS

38. WORKFORCE PLANNING

The parties recognise the importance of workforce planning.

During the life of this Agreement SAPOL aims to develop and provide a workforce planning process that will determine the shape, capacity, capability and culture of the workforce needed to achieve SAPOL's goals and directions in the short and longer term.

The preparation of the workforce planning process will take into account and consider:

- Labour Market Demography
 - Ageing workforce
 - Labour market depression
 - Generational and cultural differences
- Environmental Influences
 - Changing nature of work
 - Career mobility – retention
 - Changing work arrangements – flexible work practices
 - Urbanisation
- Social Trends
 - Participation of women in the work place
 - Carer responsibilities
 - Phased retirement
 - Downshifting
 - Multiculturalism
- Succession Planning
- Development Opportunities
- Creating an Employer of Choice Environment
- Attraction and Retention (of Diverse Groups)
- Organisational capability

Other strategies and initiatives which will complement Workforce Planning include:

- Leadership Development
- Performance Management
- Recruitment Strategies

SAPOL will consult with PASA as a part of this process.

39. STAFFING NEEDS ON A SHIFT BASIS

- 39.1. The parties acknowledge the importance of having a consistent approach to resourcing operational patrols. When rostering patrols, regard should be given to operational safety, workloads and the number of patrols required to cover the shift.
- 39.2. Managers responsible for the rostering of staff and allocation of resources shall give consideration to:
- Number of general duties members available per shift across the LSA.
 - The number of general duties members allocated to each work group.
 - The shift starting time and day of the shift.
 - Number of general duties supervisors available per shift.
 - Seasonal trends.
 - Average number of taskings performed per shift.
 - Number of patrol areas.
 - Impact of special events on staffing levels.
 - Knowledge of local circumstances.
 - Ability to move resources from other areas at short notice.
 - Unplanned short term absences.
- 39.3. In the event that the supervisor becomes aware of an unplanned absence, they are required to notify the LSA Commander/Manager or his/her nominee who will:
- conduct a risk assessment.
 - consider the realignment of resources within the work area.
 - consider the realignment of resources across boundaries and from other support areas.
 - consult the State Duty Officer in regard to available resources.
 - consider the need to recall additional people if required.

40. TAKING AND RECORDING OF POLICE OFFICER DNA

It is the parties' intent for SA police officers to provide a DNA sample for the exclusive purpose of crime scene elimination. To that end the parties agree to examine appropriate policy and/or legislation (if that is considered necessary), to enable the provision of DNA and to provide safeguards for the protection of police officers to ensure their privacy and personal integrity is maintained.

41. DRUG AND ALCOHOL TESTING

The parties support a safe workplace as required by the Occupational Health Safety and Welfare Act 1986 and are committed to maintaining safe work practices by ensuring that all staff are fit to perform their work without compromising their own safety, the safety of fellow employees and/or members of the public. SAPOL employees should not be impaired by alcohol and/or any other drug (whether those drugs are in the form of prescribed medication, other pharmaceuticals or illicit drugs) whilst performing work duties.

The parties agree to support the introduction of legislation that enables targeted and mandatory alcohol and drug testing of police officers in certain circumstances in support of the provisions of the Act.

42. EXPECTATIONS OF OFFICERS OF POLICE

- 42.1. An Officer of Police is entitled to rest days, recreation and sick leave as outlined in the Police Regulations, Police Officers Award and as provided by this Agreement which includes other forms of leave such as:
- To care for a sick child
 - For urgent pressing necessity
 - Compassionate
 - Family Carers
 - Maternity/adoption
- 42.2. Officers shall manage their own time subject to the overriding discretion of their Managers/Assistant Commissioner or Director to direct the performance of duty.
- 42.3. Notwithstanding overtime is part of an Officers 'salary package' it is not expected that officers will be required to work excessive amounts of overtime beyond the minimum 40 ordinary hours per week.
- 42.4. Assistant Commissioners or Directors are to monitor the hours worked by Officers under their control to ensure that the working hours performed are reasonable.
- 42.5. Where an Assistant Commissioner or Director considers the hours worked to be excessive, the Assistant Commissioner or Director may grant special leave with pay to the Officer concerned to provide appropriate relief.
- 42.6. Such leave is not to exceed 5 days in any financial year.

43. STAR GROUP

SAPOL will monitor retention of STAR Group members during the life of the Agreement in order to inform the parties for negotiations with respect to the next enterprise agreement.

44. PERFORMANCE MANAGEMENT

The parties are committed to the implementation of an individual performance management program with the objective of extending the program to all employees covered by this Agreement.

45. FIELD INTELLIGENCE OFFICERS

The parties agree that SAPOL conducts a review of Field Intelligence Officer positions to determine if those positions should be reclassified.

PART G – ATTACHMENTS AND SIGNATORIES

46. ATTACHMENTS

ATTACHMENT 1 – SALARY AND RATES OF PAY SCHEDULE

ATTACHMENT 2 – FLEXIBLE SHIFTWORK ALLOWANCE

ATTACHMENT 3 – HARD TO FILL RURAL ATTRACTION AND
RETENTION ENTITLEMENTS

47. SIGNATORIES

Commissioner of Police
for the Chief Executive, Department of the Premier and Cabinet

/ / 2007

Secretary/President
Police Association of South Australia

/ / 2007

SOUTH AUSTRALIA POLICE ENTERPRISE AGREEMENT 2007**SALARY AND RATES OF PAY SCHEDULE****CADET / PROBATIONARY CONSTABLE / CONSTABLE**

*the first pay period commencing on or after date given

	Current rate 1/7/06	Rates from 1/7/07* 3.5%	Adjustment rates from 1/1/08*	Rates from 1/7/08* 3.5%	Rates from 1/7/09* 3.5%
Cadet	\$37,493	\$38,805	\$40,163	\$41,569	\$43,024
Probationary Constable	\$43,536	\$45,060	\$46,823	\$48,462	\$50,158
Constable					
1	\$44,470	\$46,026	\$47,898	\$49,574	\$51,309
2	\$45,404	\$46,993	\$48,972	\$50,686	\$52,460
3	\$46,338	\$47,960	\$50,047	\$51,798	\$53,611
4	\$47,272	\$48,927	\$51,121	\$52,910	\$54,762
5	\$48,206	\$49,893	\$52,196	\$54,022	\$55,913
6	\$49,140	\$50,860	\$53,270	\$55,134	\$57,064
7	\$50,074	\$51,827	\$54,345	\$56,247	\$58,215
8	\$51,007	\$52,792	\$55,419	\$57,359	\$59,366
11 (Capped)	\$52,793	\$54,641	\$55,419	\$57,359	\$59,366

ATTACHMENT ONE

COMMUNITY CONSTABLE / SENIOR COMMUNITY CONSTABLE

SENIOR COMMUNITY CONSTABLE - UNRESTRICTED

*the first pay period commencing on or after date given

	Current rate 1/7/06	Rates from 1/7/07* 3.5%	Adjustment rates from 1/1/08*	Rates from 1/7/08* 3.5%	Rates from 1/7/09* 3.5%
Community Constable					
1	\$38,970	\$40,334	\$41,544	\$42,998	\$44,503
2	\$41,799	\$43,262	\$44,560	\$46,119	\$47,734
3	\$42,868	\$44,368	\$46,032	\$47,643	\$49,311
Senior Community Constable					
1	\$44,271	\$45,820	\$47,539	\$49,203	\$50,925
2	\$45,041	\$46,617	\$48,468	\$50,165	\$51,920
3	\$45,901	\$47,508	\$49,398	\$51,127	\$52,916
4	\$46,755	\$48,391	\$50,327	\$52,089	\$53,912
Unrestricted Community Constable					
1	\$47,629	\$49,296	\$51,514	\$53,317	\$55,183
2	\$48,507	\$50,205	\$52,551	\$54,391	\$56,294
3	\$49,386	\$51,115	\$53,588	\$55,464	\$57,405
4	\$50,265	\$52,024	\$54,625	\$56,537	\$58,516

ATTACHMENT ONE

SENIOR CONSTABLE / SENIOR CONSTABLE FIRST CLASS / BREVET SERGEANT

S/C S/C1C B/Sgt

***the first pay period commencing on or after date given**

	Current rate 1/7/06	Rates from 1/7/07* 3.5%	Adjustment rates from 1/1/08*	Rates from 1/7/08* 3.5%	Rates from 1/7/09* 3.5%
S/C – S/C1C – B/Sgt					
1	\$54,323	\$56,224	\$57,734	\$59,755	\$61,846
2	\$55,536	\$57,480	\$59,299	\$61,375	\$63,523
3	\$56,748	\$58,734	\$60,864	\$62,995	\$65,199
4	\$57,961	\$59,990	\$62,430	\$64,615	\$66,876
5	\$59,173	\$61,244	\$63,995	\$66,234	\$68,553
6	\$60,390	\$62,504	\$65,560	\$67,854	\$70,229
			Senior Constable First Class and Brevet Sergeant can progress to Increment 7 after 12 months service at Increment 6		
7	\$61,254	\$63,398	\$67,125	\$69,474	\$71,906

SERGEANT / SENIOR SERGEANT

*the first pay period commencing on or after date given

	Current rate 1/7/06	Rates from 1/7/07* 3.5%	Adjustment rates from 1/1/08*	Rates from 1/7/08* 3.5%	Rates from 1/7/09* 3.5%
Sergeant					
1	\$62,331	\$64,513	\$68,908	\$71,320	\$73,816
2	\$63,805	\$66,038	\$70,757	\$73,233	\$75,796
3	\$65,279	\$67,564	\$72,606	\$75,147	\$77,777
4	\$66,753	\$69,089	\$74,454	\$77,060	\$79,757
5	\$68,209	\$70,596	\$76,303	\$78,974	\$81,738
Senior Sergeant					
1	\$71,076	\$73,564	\$77,814	\$80,537	\$83,356
2	\$72,126	\$74,650	\$78,795	\$81,552	\$84,407
3	\$73,175	\$75,736	\$79,775	\$82,567	\$85,457
4	\$74,225	\$76,823	\$80,756	\$83,582	\$86,507
5	\$75,277	\$77,912	\$81,736	\$84,597	\$87,558

ATTACHMENT ONE

INSPECTOR / CHIEF INSPECTOR

*the first pay period commencing on or after date given

	Current rate 1/7/06	Rates from 1/7/07* 3.5%	Adjustment rates from 1/1/08*	Rates from 1/7/08* 3.5%	Rates from 1/7/09* 3.5%
Inspector					
1	\$90,917	\$94,099	\$96,620	\$100,002	\$103,502
2	\$93,006	\$96,261	\$99,168	\$102,639	\$106,231
3	\$95,095	\$98,423	\$101,716	\$105,276	\$108,961
4	\$97,167	\$100,568	\$104,264	\$107,913	\$111,690
Chief Inspector	\$99,846	\$103,341	\$107,144	\$110,894	\$114,775

SUPERINTENDENT / CHIEF SUPERINTENDENT /COMMANDER

*the first pay period commencing on or after date given

	Current rate 1/7/06	Rates from 1/7/07* 3.5%	Adjustment Rates from 1/1/08*	Rates from 1/7/08* 3.5%	Rates from 1/7/09* 3.5%
Superintendent					
1	\$100,968	\$104,502	\$108,343	\$112,135	\$116,060
2	\$103,454	\$107,075	\$111,250	\$115,144	\$119,174
3	\$105,939	\$109,647	\$114,158	\$118,153	\$122,289
4	\$108,421	\$112,216	\$117,065	\$121,162	\$125,403
Chief Superintendent	\$114,557	\$118,566	\$122,930	\$127,232	\$131,685
Commander	\$118,627	\$122,779	\$127,297	\$131,753	\$136,364

NON BANDED

*the first pay period commencing on or after date given

	Current rate 1/7/06	Rates from 1/7/07* 3.5%	Adjustment rates from 1/1/08*	Rates from 1/7/08* 3.5%	Rates from 1/7/09* 3.5%
Constable	\$48,379	\$50,072	\$52,383	\$54,217	\$56,114
Senior Constable	\$50,767	\$52,544	\$53,955	\$55,843	\$57,798
Sergeant	\$56,812	\$58,800	\$62,807	\$65,005	\$67,280
Senior Sergeant	\$66,118	\$68,432	\$72,386	\$74,919	\$77,542

SOUTH AUSTRALIA POLICE ENTERPRISE AGREEMENT 2007

FLEXIBLE SHIFTWORK ALLOWANCE

The Flexible Shiftwork Allowance (FSA) as detailed in Clause 24.2 of the South Australia Police Enterprise Agreement 2007, applies to the following areas:

- Anti Corruption Branch
- Child Exploitation Investigation Section
- Commercial and Electronic Crime Branch (includes Major Fraud Section)
- Crime Gangs Task Force
- Dog Operations Unit, Training and Development
- Drug Investigation Branch
- Explosives Coordination Section
- Field Intelligence Officers (positions in areas not identified as covered by the allowance)
- Forensic Services Branch (includes Fingerprint Bureau, Photographic Section and Physical Evidence Section)
- Internal Investigation Section
- Investigation Support Branch (includes Technical Support Section, Witness Protection Section, Confiscation Section, Telecommunications Interception Section, Surveillance Section and Covert Investigation Section)
- Licensing Enforcement Branch Investigation Section
- Local Service Area Intelligence Sections and Criminal Investigation Branches and associated units including Crime Response, Crime Scene, Second Hand Dealers, Priority Crime Enquiries, Family Violence Investigation Sections, Victim Service and Tactical Sections.
- Elizabeth Local Service Area Operations Section Uniform Tactical Team
- Major Crash Investigation Unit
- Major Crime Investigation Branch (includes Coronial Investigation Section and Missing Persons Investigation Section)
- Media Section
- Organised Crime Investigation Branch
- Security Intelligence Section
- Sexual Crime Investigation Branch
- Special Task Forces (Crime)
- STAR Operations Section
- STAR Training and Development Section
- State Intelligence Branch (includes Intelligence Analysis Section, Intelligence Support Section, Human Source Management Section, Operations Intelligence Section and Crime Stoppers)
- Strategy and Support Branch
- Transit Services Branch Tactical Section
- Water Operations Unit

The following sections are **EXCLUDED**:

- Clause 14 Country Investigations Sections

SOUTH AUSTRALIA POLICE ENTERPRISE AGREEMENT 2007

HARD TO FILL RURAL ATTRACTION AND RETENTION ENTITLEMENTS

Level 1 – Applied to hard to fill rural, remote 1 and 2 person and small stations	
Rent-free depot housing, or 70% rental subsidy	
Reimbursement of disconnection and reconnection of utility services, and mail redirection upon initial relocation	Up to \$100
Reimbursement of storage expenses for furniture and household effects (per annum).	Up to \$2,700
Provision of satellite television (eg Foxtel) service where practicable	Up to \$720
Lifestyle payment (formerly Negotiable component) paid at the commencement of and for each year of service	\$2,300
Guaranteed posting to the metropolitan LSA of member's choice at completion of tenure. Where a member does not wish to be posted to a metropolitan LSA, any other posting of the member's choice subject to the discretion and approval of Manager, HRMB, based on organisational requirements.	

Level 2 – Applied to the AP and Yalata Lands	
Level 2 Loading of 45% (encompasses shift and weekend penalties, overtime, on call and recall)	
Rent-free housing	
Reimbursement of disconnection and reconnection of utility services, and mail redirection upon initial relocation	Up to \$100
Reimbursement of storage expenses for furniture, household effects and vehicles (per annum).	Up to \$2,700
Water, electricity and gas usage paid by SAPOL	Up to \$4,400
Payment of freight of foodstuffs (up to a maximum weight of 100 kilograms per month for member with dependents)	Up to \$1,200
Remote Allowance (paid at completion of each year of service)	\$3,400
Provision of satellite television (eg Foxtel) service where practicable	Up to \$720
Lifestyle payment (formerly Negotiable component) paid at the commencement of and for each year of service	\$5,500
Additional 40 hours (5 working days) of annual leave (referred to as Special Annual Leave) to be incorporated into the roster to facilitate extended time off for recreational purposes.	
Use of plane at least monthly where available for respite purposes, from AP Lands to Adelaide and return.	
Guaranteed posting to the metropolitan LSA of member's choice at completion of tenure. Where a member does not wish to be posted to a metropolitan LSA, any other posting of the member's choice subject to the discretion and approval of Manager, HRMB, based on organisational requirements.	

ATTACHMENT THREE

Level 3 – Applied to hard to fill positions in larger rural and remote Country stations	
\$4,000 annual attraction and retention payment, paid fortnightly for duration of tenure	\$4,000
Guaranteed posting to the metropolitan LSA of member's choice at completion of tenure. Where a member does not wish to be posted to a metropolitan LSA, any other posting of the member's choice subject to the discretion and approval of Manager, HRMB, based on organisational requirements	