SOUTH AUSTRALIAN EMPLOYMENT TRIBUNAL

POLICE OFFICERS AWARD

This is a consolidated version of an award of the **South Australian Employment Tribunal** published pursuant to the provisions of the *Fair Work Act 1994.*

PART 1 – APPLICATION AND OPERATION OF THE AWARD

CLAUSE 1.1 TITLE

OPDATE 30:07:2009 1st pp on or after
This Award is to be known as the "Police Officers Award".

CLAUSE 1.2 ARRANGEMENT

OPDATE 01:10:2019 on and from
1.2.1 **By part**

Clause No. Title

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Clause no. Subject matter

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CLAUSE 1.3 SCOPE, PARTIES BOUND AND LOCALITY

OPDATE 01:10:2019 on and from

1.3.1 Except as provided in clause 1.3.2, this Award shall be binding on the industry of the persons appointed as members of the South Australian Police and ***police cadets***, whether members of an association or not, the Chief Executive, Department of Treasury and Finance (as the declared public employer under the ***Act***), the Commissioner of Police (in relation to employees bound by this Award) and The Police Association of South Australia.

1.3.2 This Award does not apply to Commissioned Officers and/or Officers of Police.

1.3.3 Where there is an inconsistency between the terms of an Enterprise Agreement made pursuant to the ***Act*** and this Award the term of the Enterprise Agreement shall prevail.

1.3.4 This Award applies throughout the State of South Australia.

CLAUSE 1.4 DEFINITIONS

OPDATE 01:03:2018 on and from

In this Award unless the context demands the contrary:

1.4.1 ***Act*** means the *Fair Work Act 1994 (SA)*.

1.4.2 ***Approved training course*** means a course approved by the Commissioner of Police, whether or not it involves an examination or test or is a prerequisite for promotion and for which a ***police officer*** attends as a result of either an application to attend the Course or an application for transfer or promotion to a position for which attendance at the course is a requirement.

1.4.3 ***Association*** means The Police Association of South Australia.

1.4.4 ***Classification*** means the rank either normally or usually ascribed to a particular position.

1.4.5 ***Community Constable*** means a person appointed as such pursuant to the *Police Act 1998*.

1.4.6 ***Day worker*** means an employee who is not a ***shift worker*** within the meaning of this Award.

1.4.7 ***Declared field operation*** means an operation declared as such by the Commissioner of Police having regard to the number of employees involved, the need for employees to live away from their usual place of residence, the expected length of time over which the operation is to be conducted and which is established for any purpose or purposes considered necessary by the Commissioner of Police.

1.4.8 ***Declared field operation day*** means a period of time between midnight on one day and midnight on the following day which is declared by the Commissioner of Police to be a day on which a field operation shall be conducted.

1.4.9 ***Department*** means the South Australia Police.

1.4.10 ***Employee*** means a ***police officer*** or police cadet to whom this Award applies.

1.4.11 ***Employer*** means the Chief Executive, Department of Treasury and Finance or the ***employing authority***.

1.4.12 ***Employing authority*** means the Commissioner of Police, or delegate thereof.

1.4.13 ***Existing Member*** means a person who is a member of the South Australia Police on or before 10 November 1987.

1.4.14 ***Member*** means a person who is appointed as a member of the South Australia Police pursuant to the *Police Act 1998*.

1.4.15 ***Part day public holiday*** – the part of the day from 7 pm to 12 o'clock midnight on 24 December (Christmas Eve) and 31 December (New Year's Eve) will be a part day public holiday.

1.4.16 ***Police Cadet*** means a person who is appointed as such who is undergoing training at the Police Academy and elsewhere in order to qualify for entry into the South Australia Police.

1.4.17 ***Police Officer*** means a person appointed as a member of the South Australia Police to whom this Award applies.

1.4.18 ***Public holidays*** -the days on which New Year's Day, Australia Day, Good Friday, the day after Good Friday, Easter Monday, Anzac Day, the third Monday in May, Queen's Birthday, Labour Day, Christmas Day and Commemoration Day are observed, and any other day which by Act of Parliament or proclamation may be created a public holiday throughout the State of South Australia, or which may be substituted for any of such holidays, shall be Public Holidays for the purposes of this Award.

1.4.19 ***Shift worker*** means an employee who is rostered to work on day, afternoon or night shifts rotating on any two or three such shifts.

1.4.20 ***Tribunal*** means the South Australian Employment Tribunal.

CLAUSE 1.5 COMMENCEMENT OF AWARD AND DURATION

OPDATE 30:07:2009 1st pp on or after
This Award shall come into operation from the beginning of the first pay week to commence on or after 30 July 2009 and continues in force until amended, rescinded or replaced.

PART 2 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

CLAUSE 2.1 DISPUTE RESOLUTION PROCESS

OPDATE 01:10:2019 on and from

2.1.1 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.

2.1.2 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 Treasury and Finance, Industrial Relations and Policy Branch.

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.

2.1.3 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

2.1.4 Sensible time limits will be allowed for the completion of the various stages of the discussions. Discussions outlined in Stages one (1) and two (2) above, should if possible, take place within twenty-four (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 ***Tribunal***.

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 3 – EMPLOYER AND EMPLOYEE'S DUTIES EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

CLAUSE 3.1 PART-TIME EMPLOYMENT

OPDATE 30:07:2009 1st pp on or after

3.1.1 Request for part-time employment

An employee with at least twelve (12) months ***continuous service*** as a member of the South Australia Police may request permanent part-time employment of a regular and continuous nature. Such request may be either for a fixed or indefinite period. A full-time employee may only convert to part-time employment with the agreement of the ***Department***. Cadets are excluded from the provisions of this clause.

3.1.2 Hours of work

3.1.2.1 A ***part-time employee*** shall mean an employee who is engaged for a continuous period of one calendar month or longer as follows:

Day worker - a minimum of sixteen (16) hours but less than thirty-eight (38) hours in any one (1) week worked on a fixed and constant basis.

Shift worker - a minimum of sixty-four (64) hours but less than one hundred and fifty-two (152) hours in any four-week period worked according to an approved shift roster.

3.1.2.2 The written agreement of any employee (full-time or part-time) must be obtained before that employee's permanent and on-going hours can be varied in the context of part-time employment arrangements. In the case of an employee who has converted to part-time employment for a fixed period, at the expiration of that period the employee shall revert to full-time employment.

3.1.2.3 Notwithstanding clause 3.1.2.2, by mutual agreement an employee's part-time hours may be varied to meet specific ***Department*** requirements on individual occasions. Provided that:

(a) Where less than twenty-four (24) hours notice is given by the employer of the proposed change then the overtime provisions of clause 5.2.5 shall apply.

(b) Where twenty-four (24) hours or more notice is given by the employer of the proposed change then the overtime provisions of clause 3.1.6 shall apply.

3.1.2.4 Where mutual agreement to the variation of hours does not occur, the provisions of clause 5.2.5 shall apply irrespective of the length of notice by the employer.

3.1.3 Rate of pay

The rate of pay for a ***part-time employee*** shall be one thirty-eighth (1/38) of the weekly rate of pay of the ***classification*** of the work performed multiplied by the number of hours worked each week.

3.1.4 Increments

A ***part-time employee*** shall be entitled to annual increments as prescribed in Schedule 1 of this Award.

3.1.5 **Shiftwork and Saturdays, Sundays and public holidays**

A part-time employee shall be entitled to all penalties and entitlements in relation to shift work and work on Saturdays, Sundays and ***public holidays*** as provided by this Award.

3.1.6 **Overtime**

Part-time employees shall not be entitled to payment at overtime rates unless the daily hours exceed the ordinary hours on which full-time employees are engaged. Additional hours worked, other than overtime, will be paid at the ordinary hourly rate.

3.1.7 **Leave and allowances**

Annual leave, personal leave and allowances elsewhere provided in this Award shall be applied to a part-time employee on a pro-rata basis and in accordance with provisions for part-time employment set out in Administrative Instructions.

3.1.8 **Mixed functions**

3.1.8.1 A ***part-time employee*** shall be eligible for the payment prescribed in clauses 4.13 and 4.15, provided that the usual rostered hours of the position carrying the higher rate of pay are performed.

3.1.8.2 The usual rostered hours of the position carrying the higher rate of pay may be performed by one or more employees.

3.1.9 **Protection of full-time employees**

3.1.9.1 No employee engaged on full-time duties will be required to convert to part-time duties or transfer to another position to accommodate another employee's part-time position unless by mutual agreement.

3.1.9.2 An employee's request for part-time employment may, however, be facilitated by transferring the employee concerned to another position by mutual agreement.

3.1.10 **Criteria for part-time employment**

3.1.10.1 On receipt of a written application under clause 3.1.1 the employer shall have regard to ***personal criteria*** and ***management criteria***.

3.1.10.2 For the purpose of clause 3.1.10.1, ***personal criteria*** shall include, but not be limited to:

(a) combining work with family responsibilities;

(b) inability to, or difficulty in, undertaking full-time work as a result of handicap or medical reasons (including staff undergoing rehabilitation);

(c) preparation for retirement;

(d) readjustment to the workplace after extended absences such as personal leave or maternity leave;

(e) undertaking study.

3.1.10.3 For the purpose of clause 3.1.10.1 ***management criteria*** shall include:

(a) the ***department's*** operating requirements;

(b) the length of time the employee wishes to work part-time;

(c) whether a suitable position is available;

(d) the implementation of the ***department's*** equal employment opportunity program;

(e) the implications for the work of the area, including the need for essential and priority duties to be carried out during an employee's period of part-time employment and any requirement for re-arranging staff or employing additional staff to ensure the required work is carried out.

3.1.11 **Consultation**

The employer shall provide the following information to the Police Association in relation to employees adopting part-time employment:

(a) the work area involved;
(b) the employee's position/rank;
(c) hours of duty;
(d) proposed period of conversion to part-time work.

3.1.12 **Reversion to full-time employment**

3.1.12.1 An employee who engages in part-time employment may make application to revert to full-time employment in either the substantive position they occupied immediately prior to converting to part-time employment or some other full-time position.

3.1.12.2 The employer will give positive and reasonable consideration to an employee's application to revert to full-time employment. When a determination is made that a reversion to full-time employment in an employee's substantive position is not possible, or inappropriate, the employer may, in response to a suitable opportunity, undertake to place the employee in another appropriate full-time position, which is commensurate with the employee's qualifications and skills.

CLAUSE 3.2 CONTINUOUS SERVICE

OPDATE 01:10:2019 on and from

3.2.1 **Maintenance of continuous service**

Except as otherwise indicated, service is deemed to be continuous despite:

3.2.1.1 Absence of the employee from work in accordance with the employee's contract of employment or any provision of an applicable industrial instrument , the *Police Act 1998* and/or the *Police Regulations 2014*.

3.2.1.2 Absence of the employee from work for any cause by leave of the employer.

3.2.1.3 Absence from work on account of illness, disease or injury.

3.2.1.4 Absence with reasonable cause. Proof of such reasonable cause lies with the employee.

3.2.1.5 Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by an applicable industrial instrument, the *Police Act 1998* and/or the *Police Regulations 2014*.

3.2.1.6 Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute.

3.2.1.7 Interruption or termination of the employee's service by the employer for any reason other than those referred to in this clause if the worker returns to the service of the employer within two (2) months of the date on which the service was interrupted or terminated. Any other absence from work for any reason other than those referred to in this clause, unless written notice is given by the employer that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be given during the period of absence or no later than fourteen (14) days after the end of the period of absence.

3.2.2 **Calculation of period of service**

Where an employee's service is deemed to be continuous under this clause, the period of absence from work is not to be taken into account in calculating the employee's period of time served with the employer except:

3.2.2.1 To the extent that the employee receives or is entitled to receive pay for the period; or

3.2.2.2 Where the absence results from a decision of the employer to stand the employee off without pay.

CLAUSE 3.3 ANTI-DISCRIMINATION

OPDATE 01:10:2019 on and from

3.3.1 It is the intention of the parties to this Award to achieve the principal object of section 3(m) of the ***Act*** by helping to prevent and eliminate discrimination on the basis of race, colour, gender, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

3.3.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

3.3.3 Nothing in this clause is to be taken to affect:

3.3.3.1 Any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;

3.3.3.2 Until considered and determined further by the ***Tribunal***, the payment of different wages for employees who have not reached a particular age;

3.3.3.3 An employee, employer or registered association, pursuing matters of discrimination in the State or Federal jurisdiction, including by application to the Australian Human Rights Commission.

3.3.4 Nothing in this clause is to be taken to prevent:

3.3.4.1 A matter referred to in clause 3.3.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position.

3.3.4.2 A matter referred to in clause 3.3.1 from being a reason for terminating a person’s employment as a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed, if the employer terminates the employment in good faith in order to avoid injury to the religious susceptibilities of adherents of the religion or creed.

PART 4 – WAGES AND RELATED MATTERS

CLAUSE 4.1 SALARIES

OPDATE 30:07:2009 1st pp on or after
For salaries refer to Schedule 1 of this Award.

CLAUSE 4.2 PAYMENT OF SALARIES AND WAGES

OPDATE 30:07:2009 1st pp on or after
Salaries or wages shall be paid fortnightly.

CLAUSE 4.3 ON-CALL ALLOWANCE

OPDATE 30:07:2009 1st pp on or after

4.3.1 An employee who is rostered "On Call" shall receive the appropriate allowance as prescribed in Schedule 2 of this Award.

4.3.2 Employees concerned shall not be required to remain at home for the whole time of on call but may leave their home, provided that they can be contacted by telephone and remain in reasonably close proximity to the most probable place of employment. Advice of the telephone contact must be given by the employee concerned prior to leaving their home.

4.3.3 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.

4.3.4 Where an employee rostered to be on call, is recalled, that employee shall in addition to the rates contained herein be entitled to receive the normal overtime provisions in accordance with the relevant provisions of this Award.

4.3.5 This clause shall not apply to ***police officers*** located at one (1) and two (2) police officer country stations, ***police officers*** attached to the Criminal Investigations Branch employed at country stations with an establishment of less than three (3) Criminal Investigation Officers, ***police officers*** stationed on the Anangu Pitjantjatjara or Yalata Lands, ***police officers*** in receipt of the Passive Duty Allowance under clause 4.4, ***police officers*** rostered for after hours duty or to employees whilst actually engaged in a ***declared field operation***.

CLAUSE 4.4 PASSIVE DUTY

OPDATE 30:07:2009 1st pp on or after

4.4.1 An employee rostered or directed by a superior ***police officer*** to reside overnight at the Police Academy on passive duty shall receive an allowance equal to fifty (50) percent of the ordinary hourly rate applicable to the employee's ***classification*** for each hour they are required to be available.

4.4.2 Passive duty shall mean and include all or any duties where a ***police officer*** is required to maintain a physical presence on the Academy premises for the purpose of assisting and supervising ***police cadets***, even though the ***police officer*** may be asleep or engaged in some other activity which is not work related.

4.4.3 All hours worked whilst on passive duty shall stand alone and not be included as hours of work for any other purpose in this Award. The above allowance shall be inclusive of any other penalties and allowances prescribed in the Award.

4.4.4 Employees rostered or directed to perform passive duty shall be provided with meals and sleeping facilities or be paid the appropriate allowances in lieu.

CLAUSE 4.5 FIRST AID

OPDATE 01:10:2019 on and from

4.5.1 **Appointment as First Aid Officer**

An employee appointed as a First Aid Officer must possess a current Senior First Aid Certificate issued by an authority approved by SafeWork SA.

4.5.2 **Training of First Aid Officers**

4.5.2.1 Where the employer with the arrangement of an employee selects such employee for appointment as a First Aid Officer, the employee will be given the opportunity to undertake an appropriate course to obtain the required certificate during working hours and be reimbursed by the employer the cost of obtaining the certificate.

4.5.2.2 Where a First Aid Officer agrees to renew the required First Aid Certificate, such an employee will be given the opportunity to undertake the retraining during working hours and be reimbursed by the employer the cost of renewing the certificate.

4.5.3 **First aid allowance**

Employees appointed as a First Aid Officers shall be paid a first aid allowance as prescribed at Schedule 2 of this Award.

CLAUSE 4.6 WATER POLICE – OVERNIGHT ALLOWANCE

OPDATE 30:07:2009 1st pp on or after

4.6.1 Where a member of the Water Police is directed to remain on board a designated South Australia Police vessel overnight, the employee shall receive the appropriate allowance as prescribed in Schedule 2 of this Award.

4.6.2 These amounts are inclusive of any other penalties and allowances prescribed in the Award and will not count for any other purpose in the Award.

CLAUSE 4.7 MEAL MONEY

OPDATE 30:07:2009 1st pp on or after

4.7.1 A meal allowance as prescribed in Schedule 2 of this Award shall be paid where the period of overtime is more than two and a half (2 ½) hours and shall be paid in accordance with the following terms.

4.7.2 Any employee who is required by their Manager or Officer in Charge to work for a period in excess of two and a half (2½) hours after the time prescribed for completing their rostered tour of duty on any day, may, where such additional duty necessitates taking a meal away from such member's place of residence, be reimbursed for each meal at the rate prescribed in Schedule 2.

4.7.3 Meal means breakfast, lunch or dinner and a member must remain on duty until or after 9 a.m., 2 p.m. or 6.30 p.m. as the case may be.

4.7.4 When a claim is made for a meal under these circumstances the time taken for such meal (which shall not exceed thirty (30) minutes) will be deducted from the total spread of hours between the commencement and conclusion of their overtime period.

CLAUSE 4.8 OUT OF POCKET ALLOWANCES

OPDATE 30:07:2009 1st pp on or after

All operational Criminal Investigation Branch Officers and/or Band members shall be paid an annual allowance for out-of-pocket expenses as prescribed in Schedule 2 of this Award.

CLAUSE 4.9 PLAIN CLOTHES ALLOWANCE

OPDATE 30:07:2009 1st pp on or after

4.9.1 In addition to the salaries prescribed by clause 4.1 of this Award, employees required to perform duties in plain clothes shall receive the allowances as prescribed in Schedule 2 of this Award.

4.9.2 Where a ***police officer*** assigned to a uniform area is certified as incapacitated by the Police Medical Officer, and is subsequently authorised to perform duties in plain clothes, the ***police officer*** shall be paid, for the duration of the certification, the allowance in accordance with clause S2.2.1 of Schedule 2, if certified as permanently incapacitated, and clause S2.2.3 of Schedule 2 if certified as temporarily incapacitated.

4.9.3 Allowances paid under clause S2.2.1 and S2.2.2 of Schedule 2 shall be paid in equal instalments in September and March each year, being added to the second (2nd) pay in the respective month. These payments represent plain clothes allowance up to the last day of December and June respectively.

4.9.4 The allowance shall be paid during:

4.9.4.1 Any leave of absence with pay excepting long service leave prior to retirement.

4.9.4.2 Leave without pay up to a maximum of three (3) months.

CLAUSE 4.10 LOCALITY ALLOWANCES

OPDATE 01:10:2019 on and from

Locality Allowances under this Award shall be in accordance with the *Public Sector Act 2009* (as amended), the *Public Sector Regulations 2010* (as amended), and the Determinations and Guidelines issued from time to time by the Commissioner for Public Sector Employment.

CLAUSE 4.11 SHIFT WORK ALLOWANCE FOR SHIFT WORKERS

OPDATE 30:07:2009 1st pp on or after

4.11.1 **Shift allowance**

4.11.1.1 ***Shift workers*** whilst on afternoon shift or night shift shall for work in ordinary time be paid an additional payment at the rates of fifteen (15) percent of the rates prescribed in Schedule 1 of this Award.

4.11.1.2 ***Shift workers*** who are normally rostered to work a day shift which commences before 6.30 a.m. shall be paid an additional payment at the rate of fifteen (15) percent of the rates prescribed in Schedule 1 of this Award for those hours or parts thereof of the shift falling before 6.30 a.m.

4.11.1.3 ***Shift workers*** who are normally rostered to commence day shift at 6.30 a.m. or later whose rostered shift is temporarily varied to commence prior to 6.30 a.m. shall be paid an additional payment at the rate of fifteen (15) percent of the rate prescribed in Schedule 1 of this Award for those hours or parts thereof, calculated to the nearest fifteen (15) minutes of the shift falling before the normal approved roster commencement time.

4.11.2 Notwithstanding anything elsewhere contained in this Award ***day workers*** may be employed on afternoon or night shifts and for such periods not exceeding eight (8) hours shall be paid:

4.11.2.1 At the rate of time and a half when the afternoon or night shift does not continue for at least four (4) consecutive nights;

4.11.2.2 At the rate of time and a quarter when the afternoon or night shift continues for at least four (4) consecutive nights but less than one (1) week;

4.11.2.3 At the shift work allowance prescribed by this clause when the afternoon or night shift continues for at least one (1) week.

4.11.3 ***Day workers*** may be employed as and become ***shift workers*** for a period of not less than one (1) week and shall be paid accordingly; provided that wherever practicable not less than twenty-four (24) hours notice shall be given to an employee before the commencement of such shift work.

4.11.4 The provisions of this clause do not apply to ***police cadets*** at training camps or undertaking the academic phases at the Police Academy, ***police officers*** located at one and two police officer country stations, ***police officers*** attached to the Criminal Investigation Branch at country stations with an establishment of less than three (3) Criminal Investigation Branch Officers, ***police officers*** attending ***approved training courses***, ***police officers*** stationed on the Anangu Pitjantjatjara or Yalata Lands or to employees whilst actually engaged in a ***declared field operation***.

4.11.5 The provisions of this clause shall not apply to ***police officers*** employed as Band members whilst actually engaged on Band duty.

CLAUSE 4.12 WHYALLA LIVING ALLOWANCES

OPDATE 30:07:2009 1st pp on or after

Employees whose employment necessitates the working within a radius of eight (8) kilometres of the Chief Post Office at Whyalla or at Iron Knob shall be paid, in addition to the minimum salary as prescribed in Schedule 1 of this Award and the minimum allowances prescribed by clause 4.8 an amount as prescribed at Schedule 2 of this Award by way of living allowance.

CLAUSE 4.13 EXTENDED DUTIES ALLOWANCE

OPDATE 30:07:2009 1st pp on or after

Where an employee is directed to perform extended duties in the absence of an Officer of Police, for one (1) week or more, in accordance with administrative instructions, the employee shall receive an allowance, in addition to their ordinary rate of pay, equal to eighty (80) percent of the difference between their ordinary rate of pay and that of the position they are relieving. For the purposes of this clause one (1) week shall mean five (5) working days, which shall be consecutive unless broken by rostered days off duty. An employee in receipt of an allowance under this clause is not entitled to receive the payment specified in clause 4.3, 4.11, 4.14.1, 4.14.2, 4.14.3, 5.1 (except clause 5.1.8) and 5.2.

CLAUSE 4.14 ALLOWANCES IN LIEU OF PENALTY RATES

OPDATE 01:10:2019 on and from

4.14.1 All ***police officers*** employed at stations situated outside the metropolitan area with an establishment of less than three (3) ***police officers*** or employed at a station on the Anangu Pitjantjatjara or Yalata Lands shall be paid in lieu of the payments specified and the conditions awarded in clauses 4.11, 5.1 (except clause 5.1.8) and 5.2 respectively an additional sum each fortnight equivalent to thirty-two (32) percent of their salaries as prescribed in Schedule 1 of this Award. Such sum shall not be payable while the employee is on leave or whilst actually engaged in a ***declared field operation***.

4.14.2 All ***police officers*** attached to the Criminal Investigation Branch and employed at country stations with an establishment of less than three (3) Criminal Investigation Branch Officers shall be paid in lieu of the payment specified and the conditions awarded in clauses 4.11, 5.1 (except clause 5.1.8) and 5.2 respectively an additional sum each fortnight equivalent to thirty-two (32) percent of their salaries prescribed in Schedule 1 of this Award. Such sum shall not be payable while the employee is on leave or whilst actually engaged in a ***declared field operation***.

4.14.3 ***Police officers*** to whom clauses 4.14.1 or 4.14.2 applies shall be permitted to take four (4) rest days off during each fourteen (14) day pay period. The days off duty shall be taken in not more than two (2) periods except where the Commissioner of Police or delegate and the employee agree otherwise. Should an employee be required to work or be recalled to work on one (1) or all of their rest days, the time so worked will be compensated according to conditions of service as set out in clause 14 of the *South Australia Police Enterprise Agreement 2016*.

4.14.4 In lieu of the payments specified and the conditions awarded in clauses 4.3, 4.7, 4.11, 5.1 (except clause 5.1.8) 5.2, and 4.14.1 and 4.14.2 respectively all employees whilst actually engaged in a ***declared field operation*** shall:

4.14.4.1 Be paid the following additional percentages of the eight (8) hour daily rate of the salaries prescribed in Schedule 1 of this Award for each ***declared field operation day***:

	Percent
Week day	60
Saturday	110
Sunday	110
Public holiday (not being a Sunday)	210

and:

4.14.4.2 Be entitled to four (4) rest days off duty over each fourteen (14) day pay period whether accumulated under clause 5.1.7 or whilst actually engaged in a ***declared field operation***, such rest days shall be taken during the fourteen (14) day period in which they accumulate unless, due to the continuance of the ***declared field operation*** it is impractical to do so, in which event they shall be taken at the conclusion of the ***declared field operation***.

4.14.4.3 Where an employee normally in receipt of the allowance under clauses 4.14.1 and 4.14.2 is required to work on 25 December which falls on a weekend, the member shall be paid a penalty of fifty (50) percent in lieu of the allowance contained in those clauses.

4.14.4.4 An employee to whom clause 4.14.3 applies shall be paid according to that clause for time so worked on 25 December falling on a weekend in addition to the allowance in clause 4.14.4.3.

CLAUSE 4.15 MIXED FUNCTIONS

OPDATE 30:07:2009 1st pp on or after

A ***police officer*** who is required to perform the duties of a position carrying a higher rate than their ordinary ***classification*** for one (1) week or more shall be paid the higher rate for the whole of such period. For the purposes of this clause one (1) week shall mean five (5) working days, which shall be consecutive unless broken by rostered days off duty.

CLAUSE 4.16 SPECIAL PROVISIONS FOR RADIO TECHNICIANS

OPDATE 01:10:2019 on and from

4.16.1 Notwithstanding any other provision contained in this Award an ***existing member*** appointed as a Radio Technician may elect to be subject to the provisions of this clause.

4.16.2 An election in terms of clause 4.16.1 shall be executed by an exchange of correspondence between the member concerned or the Police Association acting on behalf of the member and the Chief Executive, Department Treasury and Finance.

4.16.3 An ***existing member*** making an election in terms of clause 4.16.1 shall not subsequently elect to be subject to clauses other than this clause.

4.16.4 Members other than ***existing members*** appointed as Radio Technicians shall be subject to the provisions of this clause.

4.16.5 The salaries for members subject to this clause are those contained in Schedule 1 to this Award.

4.16.6 The conditions of employment for members covered by this clause shall be the conditions that apply to comparable positions within the South Australian Public Service except as provided for by the *Police Act 1998* and associated Regulations or other Acts of Parliament.

4.16.7 Members to which this clause applies shall be subject to Clause 8.1 Uniform.

CLAUSE 4.17 ADDITIONAL COMPENSATION FOR CERTAIN WORK RELATED INJURIES OR ILLNESSES

OPDATE 30:09:1987 on and from

The ***employer*** must pay and/or provide benefits pursuant to Schedule 4 of this Award.

PART 5 – HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK AND PUBLIC HOLIDAY WORK

CLAUSE 5.1 HOURS OF WORK

OPDATE 01:10:2019 on and from

5.1.1 The maximum number of ordinary hours to be worked (not including passive duty) for the rates of salaries and wages prescribed by this Award shall be an average of one hundred and fifty-two (152) hours over twenty-eight (28) consecutive days.

5.1.2 The number of ordinary hours to be worked (not including passive duty) in any day or shift shall not exceed eight (8) hours excluding meal breaks.

5.1.3 Ordinary hours for ***day workers*** (not including passive duty) are to be worked continuously, excluding meal breaks, between the hours of 7.30 a.m. and 6.30 p.m.

Ordinary hours for ***shift workers*** are to be worked continuously, excluding meal breaks, between the following hours:

Night shift - any shift finishing after midnight but before 8.00 a.m.

Afternoon shift - any shift finishing after 6.30 p.m. but on or before midnight.

Day shift - any shift that is not a night shift or an afternoon shift.

The day of the week with which a shift is identified is determined by the day in which the greater portion of the shift is worked.

5.1.4 The commencement and finishing times of any day work or shift work shall be determined by the Commissioner of Police and shall be within the spread of hours set out in clause 5.1.3.

5.1.5 Meal breaks occurring during ordinary time, as specified by the approved roster, shall not be considered hours worked and shall be of not less than thirty (30) minutes and not more than one (1) hour's duration.

5.1.6 When an employee is interrupted during a meal break by a call to duty, such meal break shall be counted as time worked and the employee shall be allowed a meal break as soon as practicable. Should it be impracticable for the employee to have a meal break during the remainder of their ordinary working hours, they shall receive overtime pay for the interrupted meal break.

5.1.7 **Rest days off duty**

Each employee shall be permitted to take four (4) rest days off duty during each fourteen (14) day pay period. The days off duty shall be taken in not more than two (2) periods except where the Commissioner of Police and the employee agree otherwise. Should an employee be required to work or be recalled to work on one (1) or all of their rest days the time so worked is not to be deferred but shall count as overtime and be paid in accordance with clause 5.2 and in the case of recall be paid for in accordance with clause 5.2 unless alternative rest days can be granted during the same fourteen (14) day period.

When a rest day falls on a public holiday occurring on a Monday to Friday inclusive the employee shall receive an additional day’s pay.

5.1.8 **Programmed days off**

5.1.8.1 Within every period of twenty-eight (28) consecutive days each employee shall be notified that a working day (not being a public holiday) is designated as a programmed day off without loss of pay. Such notice shall be given at least twenty-eight (28) days prior to the programmed day off and once established the programmed day off shall not be changed except by:

(a) Mutual consent of the Commissioner of Police and the individual employee concerned; or

(b) The Commissioner of Police acting in accordance with either clauses 5.1.8.3 or 5.1.8.5.

However, nothing contained in this clause shall entitle an employee to more than twelve (12) programmed days off in a period of twelve (12) calendar months.

5.1.8.2 Notwithstanding clause 5.1.8.1 ***police officers*** posted to one (1) or two (2) police officer country units/stations and remote stations may accrue programmed days off to a maximum of twelve (12) per annum.

For the purpose of this clause country units/stations shall mean units/stations located outside Metropolitan Adelaide as defined by the Development plan established under the *Development Act 1993*.

5.1.8.3 Notwithstanding clause 5.1.8.1 ***shift workers*** whose programmed days off are disrupted by virtue of recall to duty may be granted an alternative programmed day off and accrue those programmed days off, which are disrupted, to a maximum of five (5) per annum, otherwise the provisions of clause 5.1.8.1 shall apply.

5.1.8.4 ***Police cadets*** not at training camps or not undertaking the academic phases at the Police Academy, shall be subject to clause 5.1.8.1. However, where it is not practical for cadets to take a programmed day off in each period of twenty-eight (28) days, then the programmed days off may accrue to be taken at the end of the training period.

Police cadets at training camps or undertaking the academic phases at the Police Academy, shall not be subject to the provisions of this clause.

5.1.8.5 Except as provided for in clause 5.1.8.3, where an employee is recalled to duty on their programmed day off due to an emergency, that employee shall be granted an alternative programmed day off within twenty-eight (28) days without loss of pay. No additional payment will be made with respect to work performed on the programmed day off unless more than eight (8) hours is worked.

5.1.8.6 Where possible programmed days off should be rostered so that they may be taken in conjunction with rest days off duty.

5.1.9 **Weekend and public holiday work**

5.1.9.1 All time worked in ordinary hours on Saturdays, Sundays and ***public holidays*** (as listed at clause 1.4.19) and ***part day public holidays*** (as listed at clause 1.4.16) shall attract the following additional rates in lieu of any other penalty rates payable:

	Percent
Saturday	50
Sunday	50
Public holidays	150
Part day public holidays	150

Illustrative example

Sunday, 24 December 2017, was a ***part day public holiday***. From the commencement of that day until 6.59 pm, the 50% rate would have applied had this clause been operative. From 7 pm to 12 o'clock midnight that day, the 150% rate would have applied had this clause been operative.

5.1.9.2 An employee required to work on 25 December which falls on a weekend shall be paid an additional rate of one hundred (100) percent in lieu of any other penalty rates payable for all hours worked.

5.1.10 The provisions of this clause with the exception of clause 5.1.8 shall not apply to ***police cadets*** at training camps or undertaking the academic phases at the Police Academy, ***police officers*** located at one (1) and two (2) police officer country stations, ***police officers*** attached to the Criminal Investigation Branch at country stations with an establishment of less than three (3) Criminal Investigation Branch Officers, ***police officers*** attending ***approved training courses***, ***police officers*** stationed on the Anangu Pitjantjatjara or Yalata Lands or to employees whilst actually engaged in a ***declared field operation***.

5.1.11 ***Police officers*** employed as Band members shall be excluded from the provisions of this clause (with the exception of clauses 5.1.1, 5.1.2 and 5.1.8) whilst actually engaged on Band duty.

CLAUSE 5.2 OVERTIME

OPDATE 01:10:2019 on and from

5.2.1 Except as provided for in clause 5.1.8 all time worked (not including passive duty) in excess of one hundred and fifty-two (152) hours in a twenty-eight (28) consecutive day period or eight (8) hours in any one (1) day or shift or outside the spread of hours prescribed by clause 5.1 shall be considered overtime and shall be paid for at the rate of time and a half for the first three (3) hours and double time thereafter (each day's overtime standing alone), but excluding work which is performed –

(a) by arrangement between the employees themselves, or

(b) for the purpose of effecting the customary rotation of shifts.

5.2.2 ***Police officers*** employed as Band members may be granted time off in lieu of overtime worked on Band duties.

5.2.3 When ***shift workers*** are required to work overtime such overtime shall be calculated on the employee's basic rate of pay.

5.2.4 When ***day workers*** or ***shift workers*** who are working in ordinary time on a Saturday, Sunday or public holiday are required to continue work after eight (8) hours have been completed, they shall be paid overtime in the following manner:

Saturdays - in lieu of a fifty (50) percent penalty, time and a half for the first three (3) hours, double time thereafter.

Sundays - in lieu of a fifty (50) percent penalty, double time for all overtime worked.

Public holidays - double time and a half for all overtime worked.

5.2.5 **Recall**

5.2.5.1 An employee recalled to work, after having completed their normal days work or shift and before commencing their next normal days work or shift, shall be paid for a minimum of three (3) hours work at the appropriate rate even if the work is completed within a shorter period.

5.2.5.2 An employee recalled to work within three (3) hours of starting work on a previous recall shall not be entitled to any additional payment for the time worked within a period of three (3) hours from the time of commencement of the previous recall.

5.2.5.3 Overtime worked in the circumstances specified in clause 5.2.5.2 shall not be regarded as overtime for the purposes of clause 5.2.5.1 when the actual time worked is less than three (3) hours on such recall or on each of such recalls.

5.2.5.4 Provided that time reasonably spent travelling to and from work shall be regarded as time worked.

5.2.5.5 The above recall provisions shall not apply where the overtime is continuous with the completion or commencement of ordinary working hours.

5.2.6 An employee working overtime shall be allowed a paid meal break of twenty (20) minutes for each four (4) hours of overtime worked.

5.2.7 In all cases overtime pay shall be calculated on the employee's base rate and shall not include special allowances or penalties.

5.2.8 Time worked in excess of eight (8) hours in any day or shift shall not be considered overtime unless it exceeds thirty (30) minutes. Overtime shall be calculated to the nearest fifteen (15) minutes.

5.2.9 When overtime is necessary it shall whenever reasonably practical, be so arranged that employees have at least eight (8) consecutive hours off duty between work on successive days.

An employee who works so much overtime between the termination of their ordinary work on one (1) day and the commencement of their ordinary work on the next day that they have not had at least eight (8) consecutive hours off duty between those times shall, subject to this clause be released after completion of such overtime until they have had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions from a superior ***police officer***, such employee resumes or continues working without having had such eight (8) consecutive hours off duty, they shall be paid at double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Where an employee is recalled to duty, the time so worked will interrupt the eight (8) consecutive hours off duty provision of this clause 5.2.9.

5.2.10 Wherever practicable approval to work overtime must be obtained from a superior ***police officer*** authorised to approve overtime prior to overtime being worked. When it is not practicable to obtain such approval prior to the overtime being worked the superior ***police officer*** shall be informed of overtime worked within twenty-four (24) hours of its completion in order that approval for payment can be obtained.

5.2.11 An accurate record of all overtime worked by each employee shall be kept by the Commissioner of Police. Such record shall be signed each pay period by the employee and approved by a superior ***police officer*** authorised to permit the payment of overtime.

5.2.12 The provisions of this clause do not apply to ***police officers*** located at one (1) and two (2) police officer country stations, ***police cadets*** undertaking the academic phases at the Police Academy, or at any cadet training camp, ***police officers*** attached to the Criminal Investigation Branch at country stations with an establishment of less than three (3) Criminal Investigation Branch Officers, ***police officers*** attending ***approved training courses***, or to ***police officers*** stationed on the Anangu Pitjantjatjara or Yalata Lands.

5.2.13 Except to the extent specified in clause 5.2.14 the provisions of this clause do not apply to employees whilst actually engaged in a ***declared field operation***.

5.2.14 For the purposes of this clause and clause 5.1, when an employee is, or has been, engaged in a ***declared field operation*** for part of a fourteen (14) day period the time so spent shall be treated as being eight (8) hours and within the spread of hours prescribed by clause 5.1 for each day on which they are actually engaged in a ***declared field operation***.

PART 6 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

CLAUSE 6.1 ANNUAL LEAVE

OPDATE 30:07:2009 1st pp on or after

6.1.1 Each employee with not less than twelve (12) months service shall have annual leave not exceeding forty-two (42) days (exclusive of ***public holidays*** falling on a Monday to Friday occurring therein) for each ***year of service*** providing that:

6.1.1.1 If in any one (1) ***year of service*** an employee (whether owing to leave of absence without pay or termination of their service) has less than twelve (12) months service, the annual leave shall not exceed a part of forty-two (42) days proportionate to the length of their service in that year;

6.1.1.2 So much of any leave of absence without pay as exceeds forty-two (42) days in any financial year shall not be regarded as service for the purposes of annual leave.

6.1.2 Annual leave shall be taken:

6.1.2.1 At a time or times agreed between the Commissioner of Police and the employee. Notwithstanding the provisions of this clause and without the intention of disrupting continuous period(s) of annual leave, by agreement between the Commissioner of Police and an employee, an employee may take annual leave in single day periods not exceeding ten (10) days in any financial year for the purpose of personal leave to care for a family member as set out in clause 6.3.

6.1.2.2 If the Commissioner of Police and an employee fail to agree on the time (or times) for taking annual leave, or part of it, the employer may require the employee to take annual leave by giving the employee notice of the requirement at least two (2) weeks before the period of annual leave is to begin.

6.1.2.3 In the financial year in which it is granted save that the Commissioner of Police may postpone the leave or permit it to be accumulated.

6.1.2.4 To assist employees in balancing their work and family responsibilities, an employee may elect with the consent of the employer, to accrue and carry forward any amount of annual leave for a maximum of two (2) years from the date of entitlement.

6.1.3 The Commissioner of Police may in cases of pressing necessity permit an employee to take any part of the annual leave due to the employee at any time.

6.1.4 Each employee shall not later than the first day of October in each year forward to their Manager or Branch Officer a statement as to the dates they desire their annual leave to commence and finish and each Manager or Branch Officer shall in turn as the case may require forward to the Commissioner of Police not later than the first day of November in each year a roster of annual leave proposed for the next ensuing financial year.

6.1.5 In this clause ***year of service*** means the period of twelve (12) months commencing on the day or the anniversary of the day in which the employee first entered the South Australia Police.

6.1.6 During a period of annual leave an employee shall be paid a loading, calculated on the salary received by the employee on the first working day of that period of their annual leave.

6.1.7 The loading prescribed by clause 6.1.6 shall be applied as follows:

6.1.7.1 An employee who is a ***shift worker*** shall be paid an additional sum equivalent to twenty (20) percent of their salary prescribed in Schedule 1 of this Award or the weekend and shift penalties payable pursuant to clauses 4.11 and 5.2 respectively had they not been on leave during the period when leave was taken whichever is the greater.

6.1.7.2 An employee who is in receipt of an allowance pursuant to clause 4.14.1, 4.14.2 or 4.14.3 shall be paid an additional sum equivalent to twenty (20) percent of their salary prescribed in Schedule 1 of this Award.

6.1.7.3 An employee who is a ***day worker*** shall be paid an additional sum equivalent to seventeen and a half (17 ½) percent of their salary prescribed in Schedule 1 of this Award.

6.1.7.4 An employee who is employed for part of a year as a seven (7) day week worker shall be paid a loading as prescribed in clause 6.1.7.1 on a pro rata basis in respect of completed months worked as a seven (7) day week worker and for the balance they shall be paid a loading as prescribed in clause 6.1.7.3.

6.1.7.5 An employee who is or has been in receipt of an allowance under clause 4.14.4 shall not be entitled to any sum by way of a loading additional to any sum to which they are entitled by virtue of clauses 6.1.7.1 to 6.1.7.4.

6.1.8 For the purposes of clause 6.1.6 salary shall include the allowances specified by clause 4.12.

6.1.9 A ***police officer*** recalled for duty whilst on annual leave shall at the termination of such period of annual leave be granted additional annual leave equivalent to the number of days recalled to duty with a minimum of one (1) day.

CLAUSE 6.2 PERSONAL LEAVE – INJURY AND SICKNESS

OPDATE 01:10:2019 on and from

6.2.1 Personal leave shall be taken in accordance with the terms set out hereunder:

6.2.2 Subject to this provision, in the case of injury or sickness (not being workers compensation) of an employee the Commissioner of Police may during any one (1) financial year grant to the employee personal leave on full pay for not more than the following periods:

(a) if the employee has less than six (6) months service, six (6) working days;

(b) if the employee has not less than six (6) months service, and not more than twelve (12) months service, twelve (12) working days;

(c) if the employee has more than twelve (12) months service, twelve (12) working days and any additional working days for which the member has accumulated personal leave to their credit.

6.2.3 For any period during which an employee is absent on personal leave with full pay, they shall be deemed to have taken personal leave for a number of working days equal to the number of days they would have been required to be on duty if they had not been absent on personal leave.

6.2.4 In accordance with the provisions prescribed by the *Public Sector Management Act 1995* and Regulations and Circulars, Determinations and Standards issued from time to time by the Commissioner for Public Employment, an employee shall not accrue personal leave credits while absent on special leave without pay.

6.2.5 An employee applying for personal leave in excess of three (3) days shall obtain a certificate as to their condition from a legally qualified medical practitioner, and forward the certificate with the application for leave in accordance with established procedure through official channels.

6.2.6 A medical certificate will not be required for a period of absence of not more than three (3) days unless requested by the Commissioner of Police.

6.2.7 If the injury or sickness which caused the absence of an employee was an infectious or notifiable disease within the meaning of the *South Australian Public Health Act 2011* (as amended) they shall not return to duty until they have produced to the Commissioner of Police a medical certificate stating that their condition will not present a risk of contagion or infection to others.

6.2.8 An employee unable to commence duty through injury or sickness shall whenever practicable, cause their immediate superior to be notified at least one hour before the time of commencing duty.

6.2.9 An applicant for personal leave on account of an injury received whilst off duty shall furnish a report setting out how such injury was sustained.

6.2.10 No personal leave will be granted with pay to an employee if the injury or sickness (not being workers compensation) has been caused by their own misconduct or any condition which could have been avoided by the taking of reasonable precautions.

6.2.11 For the purpose of this clause the service of an employee shall be deemed to commence on the day on which they enter the South Australia Police.

CLAUSE 6.3 PERSONAL LEAVE TO CARE FOR A FAMILY MEMBER

OPDATE 30:07:2009 1st pp on or after

6.3.1 **Definitions**

6.3.1.1 ***Personal leave to care for a family member*** means leave provided in accordance with this clause.

6.3.1.2 ***Family*** - the following are to be regarded as members of a person's family:

(a) a spouse;
(b) a child or step child;
(c) a parent or parent in-law;
(d) any other member of the person's household;
(e) a grandparent or grandchild;
(f) any other person who is dependent on the person's care.

6.3.1.3 ***Personal leave*** means leave provided for in accordance with clause 6.2.

6.3.2 **Paid personal leave to care for a family member**

6.3.2.1 An employee with responsibilities in relation to a member of the employee's family who need the employee's care and support:

(a) due to personal injury or sickness (not being workers compensation); or

(b) for the purposes of caring for a family member who sustained an injury or a sickness and requires the employee's care and support or who requires care due to an unexpected emergency,

is entitled to up to ten (10) days or eighty (80) hours in any completed year of ***continuous service*** to provide care and support for such persons when they are ill.

6.3.2.2 By agreement between the employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in this clause. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

6.3.2.3 The entitlement to use ***personal leave to care for a family member*** is subject to the employee being responsible for the care of the person concerned.

6.3.2.4 The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the injury or sickness of the person concerned and that the injury or sickness is such as to require care by another.

6.3.2.5 In normal circumstances an employee must not take ***personal leave to care for a family member*** where another person has taken leave to care for the same person.

6.3.2.6 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of the absence.

6.3.2.7 The amount of ***personal leave to care for a family member*** taken is to be deducted from the amount of the employees personal leave credit.

6.3.3 **Unpaid personal leave to care for a family member**

6.3.3.1 Where an employee has exhausted all paid ***personal leave*** entitlements, an employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who sustained an injury or a sickness or who requires care due to an unexpected emergency.

6.3.3.2 The employer and the employee shall agree upon the period of unpaid ***personal leave to care for a family member*** which may be taken.

6.3.3.3 In absence of the agreement between the employer and the employee, the employee is entitled to take up to two (2) days (of a maximum of sixteen (16) hours) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.

6.3.4 **Single day absences**

Single day absences may be taken for ***personal leave to care for a family member*** as provided for in clause 6.1.

CLAUSE 6.4 PARENTAL LEAVE

OPDATE 01:10:2019 on and from

6.4.1 In this clause, unless the contrary intention appears:

(a) ***Adoption*** includes the placement of a ***child*** with a person in anticipation of, or for the purposes of, adoption.

(b) ***Adoption leave*** means adoption leave provided under clause 6.4.3.4.

(c) ***Child*** means a child of the employee or the employee's ***spouse*** under the age of one (1) year; or

means a child under the age of school age who is placed with an employee for the purposes of ***adoption***, other than a child or step-child of the employee, or of the ***spouse*** of the employee, who has previously lived with the employee for a continuous period of at least six (6) months.

(d) ***Extended adoption leave*** means ***adoption leave*** provided under clause 6.4.3.4(b).

(e) ***Extended partner leave*** means ***partner leave*** provided under clause 6.4.3.3(b).

(f) ***Maternity leave*** means maternity leave provided under clause 6.4.3.2.

(g) ***Medical certificate*** means a certificate as prescribed in clause 6.4.5.

(h) ***Parental leave*** means ***adoption leave, maternity leave, partner leave, extended adoption leave*** or ***extended partner leave*** as appropriate, and is unpaid leave.

(i) ***Partner leave*** means partner leave provided under clause 6.4.3.3.

(j) ***Primary care-giver*** means a person who assumes the principal role of providing care and attention to a ***child***.

(k) ***Relative adoption*** means the ***adoption*** of a ***child*** by a parent, a ***spouse*** of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

(l) ***Short adoption leave*** means ***adoption leave*** provided under clause 6.4.3.4(a).

(m) ***Special adoption leave*** means ***adoption leave*** provided under clause 6.4.13.

(n) ***Special maternity leave*** means ***maternity leave*** provided under clause 6.4.12.

(o) ***Spouse*** includes a defacto spouse or a former spouse.

6.4.2 **Employer's responsibility to inform**

On becoming aware that:

(a) an employee is pregnant; or
(b) an employee's ***spouse*** is pregnant; or
(c) an employee is adopting a ***child***,

an employer must inform the employee of:

(i) the employee's entitlements under this clause; and
(ii) the employee's responsibility to provide various notices under this clause.

6.4.3 **Eligibility for and entitlement to parental leave**

6.4.3.1 For the purposes of this clause ***continuous service*** is work for an employer on a regular and systematic basis (including a period of authorised leave or absence).

6.4.3.2 An employee who becomes pregnant is, on production of the required ***medical certificate***, entitled to up to fifty-two (52) weeks of ***maternity leave***.

6.4.3.3 A male employee is, on production of the required medical certificate, entitled to one (1) or two (2) periods of ***partner leave***, the total of which must not exceed fifty-two (52) weeks, as follows:

(a) An unbroken period of up to one (1) week at the time of the birth of the ***child***.

(b) A further unbroken period of up to fifty-one (51) weeks in order to be the ***primary care-giver*** of the ***child*** (to be known as ***extended partner leave***).

6.4.3.4 An employee is entitled to one (1) or two (2) periods of ***adoption leave***, the total of which must not exceed fifty-two (52) weeks, as follows:

(a) An unbroken period of up to three (3) weeks at the time of the placement of the ***child*** (to be known as ***short adoption leave***).

(b) A further unbroken period of up to forty-nine (49) weeks in order to be the ***primary care-giver*** of the ***child*** (to be known as ***extended adoption leave***).

6.4.4 **Qualifications on entitlements and eligibility**

6.4.4.1 An entitlement to ***parental leave*** is subject to the employee having at least twelve (12) months of ***continuous service*** with the employer immediately preceding:

(a) in the case of ***maternity leave***, the expected date of birth; or otherwise
(b) the date on which the leave is due to commence.

6.4.4.2 The entitlement to parental leave is reduced:

(a) In the case of ***maternity leave***, by any period of ***extended partner leave*** taken by the employee's ***spouse*** and/or by any period of ***special maternity leave*** taken by the employee.

(b) In the case of ***extended partner leave***, by any period of ***maternity leave*** taken by the employee's ***spouse***.

(c) In the case of ***extended adoption leave***, by any period of ***extended adoption leave*** taken by the employee's ***spouse***.

6.4.5 **Certification required**

6.4.5.1 An employee must, when applying for ***maternity leave*** or ***partner leave***, provide the employer with a ***medical certificate*** that:

(a) names the employee or the employee's ***spouse***, as appropriate;
(b) states that the employee or the employee's ***spouse*** is pregnant; and
(c) states:

(i) the expected date of birth;
(ii) the expected date of termination of pregnancy; or
(iii) the date on which the birth took place,

whichever is appropriate.

6.4.5.2 At the request of the employer, an employee must, in respect of the conferral of ***parental leave***, produce to the employer within a reasonable time a statutory declaration which states:

6.4.5.2(a) *Parental leave*

(i) The particulars of any period of ***parental leave*** sought or taken by the employee's ***spouse***, and where appropriate;

(ii) That the employee is seeking the leave to become the ***primary care-giver*** of a ***child***.

6.4.5.2(b) *Adoption leave*

(i) In the case of ***adoption leave***, a statement from a Government authority giving details of the date, or presumed date, of ***adoption***; and

(ii) That for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

6.4.6 **Notice requirements**

6.4.6.1 Maternity leave

6.4.6.1(a) An employee must:

(i) Not less than ten (10) weeks before the expected date of birth of the ***child***, give notice in writing to their employer stating the expected date of birth; and

(ii) Give not less than four (4) weeks notice in writing to their employer of the date on which they propose to commence ***maternity leave*** stating the period of leave to be taken; and

(iii) Notify the employer of any change in the information provided pursuant to clause 6.4.5 within two (2) weeks after the change takes place.

6.4.6.1(b) An employer may by not less than fourteen (14) days notice in writing to the employee, require them to commence ***maternity leave*** at any time within six (6) weeks immediately before the expected date of birth. Such a notice may be given only if the employee has not given their employer the required notice.

6.4.6.2 Partner leave

An employee must:

(a) Not less than ten (10) weeks prior to each proposed period of ***partner leave***, give the employer notice in writing stating the dates on which they propose to start and finish the period(s) of ***partner leave***.

(b) Notify the employer of any change in the information provided pursuant to clause 6.4.5 within two (2) weeks after the change takes place.

6.4.6.3 Adoption leave

An employee must:

(a) On receiving notice of approval for ***adoption*** purposes, notify the employer of the approval and, within two (2) months of the approval, further notify the employer of the period(s) of adoption leave the employee proposes to take.

(b) In the case of a ***relative adoption***, so notify the employer on deciding to take a ***child*** into custody pending an application for ***adoption***.

(c) As soon as the employee is aware of the expected date of placement of a ***child*** for ***adoption*** purposes, but not later than fourteen (14) days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of ***short adoption leave*** to be taken.

(d) At least ten (10) weeks before the proposed date of commencing any ***extended adoption leave***, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

6.4.6.4 Unforeseen circumstances

An employee is not in breach of any of these notice requirements if the employee's failure to comply is caused by unforeseen or other compelling circumstances, including:

(a) the birth occurring earlier than the expected date; or

(b) the death of the birthing parent of the ***child***; or

(c) the death of the employee's ***spouse***, or

(d) the requirement that the employee accept earlier or later placement of the ***child***, so long as, where a living ***child*** is born, the notice is given not later than two (2) weeks after the birth.

6.4.7 **Taking of parental leave**

6.4.7.1 No employee may take ***parental leave*** concurrently with such leave taken by the employee's ***spouse***, apart from ***partner leave*** of up to one (1) week at the time of the birth of the ***child*** or ***adoption leave*** of up to three (3) weeks at the time of the placement of the ***child***.

6.4.7.2 Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with ***parental leave***, take any annual leave or long service leave to which the employee is entitled.

6.4.7.3 Paid personal leave or other paid absences are not available to an employee during the employee's absence on ***parental leave***

6.4.7.4 A period of ***maternity leave*** must be taken as one (1) continuous period and must include, immediately following the birth of the ***child***, a period of six (6) weeks of compulsory leave

6.4.7.5 Subject to clause 6.4.4 and unless agreed otherwise between the employer and employee, an employee may commence ***parental leave*** at any time within six (6) weeks immediately prior to the expected date of birth.

6.4.7.6 Where an employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the employee elects to return to work within six (6) weeks after the birth of the ***child***, an employer may require the employee to provide a medical certificate stating that the employee is fit to work on their normal duties.

6.4.7.7 Where leave is granted under clause 6.4.3, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four (4) weeks from the recommencement date desired by the employee.

6.4.7.8 ***Maternity leave*** and ***partner leave*** cannot extend beyond the ***child's*** first (1st) birthday.

6.4.7.9 ***Adoption leave*** cannot extend beyond the ***child's*** fifth (5th) birthday.

6.4.7.10 ***Extended adoption leave*** cannot extend beyond the first (1st) anniversary of the initial placement of the ***child***.

6.4.7.11 Notwithstanding the provisions of this clause, employees eligible for ***parental leave*** have the right to request ***parental leave*** as consistent with clause 6.4.17.

6.4.8 **Variation and cancellation of parental leave**

Without extending an entitlement beyond the limit set by clause 6.4.3, ***parental leave*** may be varied as follows:

(a) The leave may be lengthened once by the employee giving the employer at least fourteen (14) days notice in writing stating the period by which the employee requires the leave to be lengthened.

(b) The leave may be lengthened or shortened by agreement between the employer and the employee.

6.4.9 Parental leave, if applied for but not commenced, is cancelled:

(a) should the pregnancy terminate other than by the birth of a living ***child***; or

(b) should the placement of a ***child*** proposed for ***adoption*** not proceed.

6.4.10 If, after the commencement of any ***parental leave***:

(a) the pregnancy is terminated other than by the birth of a living ***child*** or, in the case of ***adoption leave***, the placement of the ***child*** ceases; and

(b) the employee gives the employer notice in writing stating that the employee desires to resume work, the employer must allow the employee to resume work within four weeks of receipt of the notice.

6.4.11 Parental leave may be cancelled by agreement between the employer and the employee.

6.4.12 **Special maternity leave and personal leave**

6.4.12.1 If:

(a) an employee not then on ***maternity leave*** suffers illness related to their pregnancy the employee is entitled to take leave under clause 6.2; or

(b) the pregnancy of an employee not then on ***maternity leave*** terminates after twenty-eight (28) weeks otherwise than by the birth of a living ***child***,

the employee may take such paid personal leave as they are then entitled to and such further unpaid leave (to be known as ***special maternity leave***) as a legally qualified medical practitioner certifies to be necessary before their return to work. Provided that the aggregate of paid personal leave, ***special maternity leave*** and ***maternity leave*** must not exceed the period to which the employee is entitled under clause 6.4.3.1 and they are entitled to take unpaid ***special maternity leave*** for such periods as a registered medical practitioner certifies as necessary.

6.4.12.2 Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which they are entitled in lieu of, or in addition to, ***special maternity leave***.

6.4.12.3 An employee who returns to work after the completion of a period of such leave is entitled to the position which they held immediately before commencing such leave, or in the case of an employee who was transferred to a safe job, to the position they held immediately before such transfer.

6.4.12.4 If that position no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, they are entitled to a position, as nearly as comparable in status and pay as that of their former position.

6.4.13 **Special adoption leave**

6.4.13.1 An employee who has received approval to ***adopt*** a ***child*** who is overseas is entitled to such unpaid leave as is reasonably required by the employee to obtain custody of the ***child***.

6.4.13.2 An employee who is seeking to ***adopt*** a ***child*** is entitled to such unpaid leave not exceeding five (5) days as is required by the employee to attend such interviews, workshops, court attendances or examinations as are necessary as part of the ***adoption*** procedure.

6.4.13.3 The leave under clause 6.4.13 is to be known as ***special adoption leave*** and does not affect any entitlement under clause 6.4.3

6.4.13.4 ***Special adoption leave*** may be taken concurrently by an employee and the employee's ***spouse***.

6.4.13.5 Where paid leave is available to the employee, the employer may require the employee to take such leave instead of ***special adoption leave***.

6.4.14 **Transfer to a safe job - maternity leave**

6.4.14.1 If, in the opinion of a legally qualified medical practitioner:

(a) illness or risks arising out of the pregnancy; or
(b) hazards connected with the work assigned to the employee,

make it inadvisable for the employee to continue their present work, the employee must, if the employer considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of ***maternity leave***.

6.4.14.2 If the transfer to a safe job is not considered practicable, the employee is entitled, or the employer may require the employee, to take leave for such period as is certified necessary by a legally qualified medical practitioner.

6.4.14.3 Leave under this clause 6.4.14 will be treated as ***maternity leave***.

6.4.15 **Communication during parental leave**

6.4.15.1 Where an employee is on ***parental leave*** and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing ***parental leave***; and

(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing ***parental leave***.

6.4.15.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of ***parental leave*** to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

6.4.15.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with clause 6.4.15.

6.4.15.4 Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

6.4.16 **Return to work after parental leave**

6.4.16.1 An employee must confirm the employee's intention to return to work, by notice in writing, to the employer given at least four (4) weeks before the end of the period of parental leave.

6.4.16.2 On returning to work after parental leave an employee is entitled:

(a) to the position which the employee held immediately before commencing ***parental leave***; or

(b) in the case of an employee who was transferred to a safe job, to the position which they held immediately before the transfer.

6.4.16.3 If the employee's previous position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee is entitled to a position comparable in status and pay to that of the employee's former position.

6.4.17 **Right to request**

6.4.17.1 An employee entitled to ***parental leave*** pursuant to clause 6.4.3, may request the employer to allow the employee:

(a) to extend the period of simultaneous unpaid leave provided for in clauses 6.4.3.3(b) and 6.4.3.4(b) up to a maximum of eight (8) weeks;

(b) to extend the period of unpaid ***parental leave*** provided for in clause 6.4.3.2 by a further continuous period of leave not exceeding twelve (12) months;

(c) to return to work from a period of ***parental leave*** on a part-time basis until the ***child*** reaches school age,

to assist the employee in reconciling work and parental responsibilities.

6.4.17.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

6.4.17.3 The employee's request and the employer's decision made under clauses 6.4.17.1(b) and 6.4.17.1(c) must be recorded in writing.

6.4.17.4 Where an employee wishes to make a request under clause 6.4.17.1(c) such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the employee is due to return to work from ***parental leave***.

6.4.18 **Termination of employment**

6.4.18.1 An employee on ***parental leave*** may terminate their employment at any time during the period of leave by giving the required notice.

6.4.18.2 An employer must not terminate the employment of an employee on the ground of their pregnancy or an employee's absence on ***parental leave***. Otherwise the rights of an employer in relation to termination of employment are not affected by this clause.

6.4.19 **Replacement employees**

6.4.19.1 A replacement employee is an existing ***police officer*** who is relieving or seconded, as a result of an employee proceeding on ***parental leave***.

6.4.19.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

PART 7 – TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

CLAUSE 7.1 MOTOR VEHCILE REIMBURSEMENT RATES

OPDATE 01:10:2019 on and from

Motor vehicle reimbursement rates under this Award shall be in accordance with the *Public Sector Act 2009* (as amended), the *Public Sector Regulations 2010* (as amended) and the Determinations and Guidelines issued from time to time by the Commissioner for Public Sector Employment.

CLAUSE 7.2 EXCESS FARES AND TRAVELLING ALLOWANCE

OPDATE 30:07:2009 1st pp on or after

7.2.1 Where an employee is directed to report for duty at a place other than the station, section or branch to which the employee is usually attached, the time taken to travel to and from such place in excess of the normal travelling time between the employee's home and usual place of duty shall be compensated by payment at the rate of ordinary time (calculated to the nearest one quarter of an hour). Travelling time for the purpose of this clause shall not include:

(a) any period for which overtime is payable (including recall to duty)

(b) any travelling during ordinary hours of duty

(c) any period when an employee is travelling by ship on which sleeping accommodation and meals are provided

(d) any period when an employee is travelling by train between the hours of 11.00 pm and 7.30 am, where sleeping accommodation is provided.

7.2.2 Where an employee is directed to:

7.2.2.1 Perform duty temporarily at a place for a period in excess of six (6) weeks that location shall be deemed to be the employee's usual place of duty for the purposes of this clause.

7.2.2.2 Perform duty temporarily at a place for an unspecified period, the employee shall be eligible for payment in respect of excess travelling time for a maximum continuous period of six (6) weeks, at which time that location will be deemed to be the employee's usual place of duty.

7.2.3 An employee who on any day is required to, or whose duties require that the employee should perform duties away from the employee's usual place of duty (station, section or branch) shall be paid any fares reasonably incurred in excess of those normally incurred in travelling between the employee's home and usual place of duty.

Where the Commissioner of Police is satisfied that public transport is not available or that the use of a private vehicle is appropriate, reimbursement of excess mileage will be made in accordance with the rates contained in Clause 7.1 Motor Vehicle Reimbursement Rates.

Where the use of a private vehicle is authorised there will be no reimbursement of any fees or costs in relation to parking or garaging of the vehicle.

7.2.4 The above provisions do not apply to ***police cadets***, ***police officers*** assigned specifically to relieving positions in country locations where the ***Department*** provides accommodation in the place where the relief duty is to be performed and ***police officers*** attending ***approved training courses*** (as defined in clause 1.4).

PART 8 – WORK HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

OPDATE 01:10:2019 on and from

CLAUSE 8.1 UNIFORM

OPDATE 30:07:2009 1st pp on or after

An employee required to perform duties in uniform shall be issued with uniform items in accordance with dress regulations as amended from time to time. Items of clothing issued shall be replaced on the basis that the previous issue is unserviceable, unless a special issue is authorised by the Commissioner of Police.

SCHEDULE 1 - SALARIES – POLICE OFFICERS AND DEFINED MEMBERS

OPDATE 01:07:2026 1st pp on or after

CLAUSE S1.1 MINIMUM SALARIES

The minimum salaries per annum which shall be paid to the ranks of ***police officers*** hereinafter mentioned shall be as set out hereunder.

	$ pa
Increments	**Senior Sergeants**
5th	126,259
4th	124,595
3rd	122,926
2nd	121,266
1st	119,599

Increments	**Sergeants**
5th	115,059
4th	112,750
3rd	110,415
2nd	108,080
1st	105,742

Increments	**Senior Constables/Senior Constables First Class**
7th	104,036

Senior Constable First Class shall progress to increment 7 after 12 months service at increment 6

6th	102,663
5th	100,739
4th	98,815
3rd	96,893
2nd	94,974
1st	93,052

Increments	**Constables**
11th	90,624

Salaries will be capped at level 11

10th	88,742
9th	87,794

No new entry to increment 9 after restructure date (01/07/2005)

8th	87,794
7th	86,316
6th	84,837
5th	83,355
4th	81,875
3rd	80,391
2nd	78,914
1st	77,433

	$ pa
Increments	**Probationary Constables**
1st	75,955
Increments	**Cadets**
1st	66,376
Increments	**Junior Cadet aged under 21 years***
1st	49,912

*The salary rates are only to apply to junior cadets in training at the Police Academy and, if during the course the cadet turns 21 years of age, they will be paid the cadet salary rate provided for in the *South Australian Police Enterprise Agreement 2016* (or its successor).

Increments	**Unrestricted Community Constables**
4th	86,618
3rd	85,226
2nd	83,831
1st	82,439

Increments	**Senior Community Constables**
4th	81,055
3rd	79,702
2nd	78,339
1st	77,119

Increments	**Community Constables**
3rd	74,894
2nd	73,201
1st	68,719

CLAUSE S1.2 DEFINED MEMBERS AND RATES OF PAY (CLAUSE 4.16 EMPLOYEES)

S1.2.1 The minimum salaries per annum, which shall be paid to defined members hereinafter mentioned, shall be as set out hereunder.

S1.2.2 Types of work performed by defined members of the South Australia Police:

Radio Technician.

S1.2.3 The salaries for defined members shall be as per the following Schedule:

	$ pa
Senior Sergeants	111,745
Sergeants	96,999
Senior Constables	87,416
Constables	83,628

S1.2.4 However, Radio Technicians may elect to be remunerated in accordance with clause 4.16 of this Award and therefore, salaries shall be those that apply to comparable positions in the South Australian Public Sector pursuant to:

S.A. Public Sector Salaried Employees Interim Award.

CLAUSE S1.3 FORTNIGHTLY RATES OF PAY

Fortnightly rates of pay shall be calculated on the basis of annual salary x 12/313 rounded to the nearest 10 cents.

CLAUSE S1.4 ARBITRATED SAFETY NET

The rates of pay in this Award include the safety net adjustment payable under the *2026 State Wage Case* and Minimum Standard for Remuneration. This safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such above Award payments include wages payable pursuant to enterprise agreements, currently operating enterprise flexibility agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under the existing or previous State Wage Case principles, previous General Reviews of Award Wages and the *2026 State Wage Case and Minimum Standard for Remuneration* excepting those resulting from enterprise agreements or Award variations to give effect to enterprise agreements, are not to be used to offset safety net adjustments.

CLAUSE S1.5 ECONOMIC INCAPACITY APPLICATION

Any employer or group of employers bound by an Award may apply to, temporarily or otherwise, reduce, postpone and/or phase-in the application of any increase in labour costs flowing from the *2026 State Wage Case* and Minimum Standard for Remuneration on the grounds of serious economic adversity. The merit of such application will be determined in the light of the particular circumstances of each case and the impact on employment at the enterprise level of the increase in labour costs is a significant factor to be taken into account in assessing the merit of any application. A party may make such an application under s 31A of the *South Australian Employment Tribunal Act 2014* (the SAET Act) in the form approved under rule 34 of the *South Australian Employment Tribunal Rules 2024*. It will then be a matter for the President to decide whether it should be dealt with by a Full Bench of SAET.

Any decision to temporarily postpone or reduce an increase will be subject to a further review, the date of which will be determined by SAET at the time it decides any application under this provision.

An individual employer making an application pursuant to this provision may make a request under s 55(2) of the SAET Act that the hearing of the matter be conducted in private and/or that some or all of the evidentiary material produced in the case not be available for inspection. Any such request will be determined by SAET in the circumstances of each case.

SCHEDULE 2 - ALLOWANCES

OPDATE 01:07:2026 1st pp on or after

S2.1 Out of pocket allowances (clause 4.8)

OPDATE 01:07:2013 1st pp on or after

	Per annum $
(a) Drug Investigation Branch:	2,300
(b) Other C.I.B. Units and Anti-Corruption Branch and State Protective Security Branch:	780
(c) Any ***police officer*** employed as a Band member shall be paid an expense allowance of:	350

S2.2 Plain clothes allowance (clause 4.9)

OPDATE 21:03:2013 1st pp on or after

S2.2.1 A ***police officer*** assigned to a designated non-uniform area shall receive an allowance of $1,799 per annum for male ***police officers*** and $2,060 per annum for female police officers.

S2.2.2 A ***police officer*** assigned to the "STAR" Group shall receive an allowance of $388 per annum.

S2.2.3 A ***police officer*** assigned to an uniform area, other than those covered by clause S2.2.2 and directed to perform duties out of uniform, shall receive an allowance of $5.69 for each day such duties are performed.

S2.3 On-call allowance (clause 4.3)

OPDATE 01:07:2026 1st pp on or after

S2.3.1 An employee who is rostered on call of a night time shall receive an additional amount of $ 14.06 for each night.

S2.3.2 An employee who is rostered on call during a full Saturday, Sunday, Public Holiday or any day that an employee would normally be rostered off duty shall receive an amount of $ 31.23 per day.

S2.4 Water Police - overnight allowance (clause 4.6)

OPDATE 01:07:2026 1st pp on or after

S2.4.1 Where a member of the Water Police is directed to remain on board a designated South Australia Police vessel overnight other than when the vessel is operational, the member shall receive the amount of $ 168.30 for each overnight stay.

S2.4.2 If the overnight stay includes participation in training exercises, the employee shall be paid $ 228.02 in lieu of $ 168.30 prescribed in clause S2.4.1 for each overnight stay.

S2.5 Meal money (clause 4.7)

OPDATE 09/04/2022 1st pp on or after

Subject to the provisions prescribed in clause 4.7 of this Award, a member shall receive the sum of $12.00 for each meal.

S2.6 **Whyalla living allowance (clause 4.12)**

OPDATE 30:07:2009 1st pp on or after

Subject to the provisions of clause 4.12 of this Award, employees whose employment necessitates the working within a radius of eight (8) kilometres of the Chief Post Office at Whyalla or at Iron Knob shall be paid, an amount of $26 per annum as a "Whyalla living allowance".

S2.7 **First aid allowance (clause 4.5)**

OPDATE 01:07:2026 1st pp on or after

Subject to the provisions of clause 4.5, employees appointed as a First Aid Officers shall be paid a first aid allowance of $ 19.99pw.

SCHEDULE 3 - COMMUNICATIONS CENTRE (COMCEN) FLEXIBLE AND EXTENDED HOURS SHIFTWORK AND ROSTERING

OPDATE 30:07:2009 1st pp on or after

CLAUSE S3.1 PREAMBLE

This Schedule shall apply to employees employed as shiftworkers in COMCEN in lieu of the provisions prescribed in clauses 4.11, 4.13, 4.15, 5.1, 5.2, 6.1 and 6.2 of this Award (unless specified herein).

CLAUSE S3.2 HOURS OF WORK

S3.2.1 The maximum of ordinary hours to be worked (not including passive duty) for the rates of salaries and wages prescribed by this Award shall be an average of one hundred and fifty-two (152) hours over twenty-eight (28) consecutive days. Provided that, where the employer and majority of employees concerned agree, a roster system may operate on the basis that the weekly average of thirty-eight (38) ordinary hours is achieved over a period exceeding twenty-eight (28) consecutive days.

S3.2.2 The number of ordinary hours to be worked (not including passive duty) in any day or shift shall not exceed eight (8) hours except as provided in clauses S3.2.2.1 and S3.2.2.2:

S3.2.2.1 In any arrangement of ordinary hours where the ordinary working hours are to exceed eight (8) on any day, the arrangement of hours shall be subject to agreement between the employer and the majority of employees in COMCEN.

S3.2.2.2 Where the ordinary hours exceed ten (10) but no more than twelve (12) on any day by agreement between the employer, the Police Association and the majority of employees in COMCEN subject to:

(a) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on twelve (12) Hours Shifts;

(b) proper health monitoring procedures being introduced;

(c) suitable roster arrangements being made; and

(d) proper supervision being provided.

S3.2.3 The parties shall consult through the COMCEN Workplace Consultative Committee or the COMCEN Rostering Committee in respect of rosters where it is proposed ordinary hours should exceed eight (8) on any day.

S3.2.4 Ordinary hours are to be worked continuously, excluding meal breaks, between the following hours:

Night shift - any shift finishing after midnight but before 8.00am.

Afternoon shift - any shift finishing after 6.30 pm but on or before midnight.

Day shift - any shift that is not a night shift or an afternoon shift.

The day of the week with which a shift is identified is determined by the day in which the greater portion of the shift is worked.

S3.2.5 The commencement and finishing times of any shift shall be within the spread of hours set out in clause S3.2.4 and shall ordinarily be in accordance with the roster agreed by the majority of employees in accordance with clause S3.2.2.

S3.2.6 Meal breaks occurring during ordinary time, as specified by the approved roster, shall not be considered hours worked and shall be of not less than thirty (30) minutes and not more than one hour's duration.

S3.2.7 When an employee is interrupted during a meal break by a call to duty, such meal break shall be counted as time worked and the employee shall be allowed a meal break as soon as practicable. Should it be impracticable for the employee to have a meal break during the remainder of their ordinary working hours, they shall receive overtime pay for the interrupted meal break.

S3.2.8 **Rest days off duty**

Each employee shall be permitted to take not less than four (4) Rest Days off duty during each fourteen (14) day pay period. The Rest Days off duty shall be taken in not more than two (2) periods except where the Commissioner of Police and the employee agree otherwise. Should an employee be required to work or be recalled to work on one or all their Rest Days the time so worked is not to be deferred but shall count as overtime and be paid in accordance with clause S3.4 and in the case of recall be paid for in accordance with clause S3.4 unless alternative Rest Days can be granted during the same fourteen (14) day period.

When a Rest Day falls on a public holiday occurring on a Monday to Friday inclusive the employee shall receive an additional seven point six (7.6) hours pay calculated on the employee's base rate.

S3.2.9 **Non work days**

Non Work Days shall be the days on which an employee is not required for duty in accordance with the flexible nature of a roster and which is neither a Rest Day nor a day on which the employee is on some other form of approved leave. Should an employee be required to work or be recalled to work on a Non Work Day the time so worked shall count as overtime and be paid in accordance with clause S3.4.

CLAUSE S3.3 ALLOWANCE

S3.3.1 For all time worked in ordinary hours on any day, excluding ***public holidays***, Monday to Saturday, employees shall be paid an additional payment at the rate of 20.50 percent of the rates prescribed in Schedule 1 of this Award in lieu of - any other penalty rates payable.

S3.3.2 The provisions of clause 5.1.9.1 of the Award apply with respect to time worked in ordinary hours on ***public holidays*** Monday to Saturday.

S3.3.3 The additional payment prescribed in clause S.3.3.1 shall be payable during Bereavement, Care of Sick Child, Urgent Pressing Necessity Leave and Family Carers Leave.

CLAUSE S3.4 OVERTIME

S3.4.1 All time worked outside ordinary hours prescribed by clause S3.2 shall be considered overtime and shall be paid for at time and a half for the first three (3) hours and double time thereafter (each day's overtime standing alone), but excluding work which is performed:

(a) by arrangement between the employees themselves, or
(b) for the purpose of effecting the customary rotation of shifts.

S3.4.2 When ***shift workers*** are required to work overtime, such overtime shall be calculated on the employee's base rate of pay.

S3.4.3 When employees are working in ordinary time on a Saturday, Sunday or public holiday are required to continue work in excess of the ordinary hours prescribed in clause S3.2, they shall be paid overtime in the following manner:

Saturdays in lieu of twenty point five (20.50) percent penalty, time and a half for the first three (3) hours, double time thereafter.

Sundays in lieu of twenty point five (20.50) percent penalty, double time for all overtime worked.

Public holidays double time and a half for all overtime worked.

S3.4.4 **Recall**

S3.4.4.1 An employee recalled to work, after having completed their normal days work or shift and before commencing their next normal days work or shift, shall be paid for a minimum of three (3) hours work at the appropriate rate even if the work is completed within a shorter period.

S3.4.4.2 An employee recalled to work within three (3) hours of starting work on a previous recall shall not be entitled to any additional payment for the time worked within a period of three (3) hours from the time of commencement of the previous recall.

S3.4.4.3 Overtime worked in the circumstances specified in clause S3.4.4.2 shall not be regarded as overtime for the purposes of clause S3.4.4.1 when the actual time worked is less than three (3) hours on such recall or on each of such recalls.

S3.4.4.4 Provided that time reasonably spent travelling to and from work shall be regarded as time worked.

S3.4.4.5 The above recall provision shall not apply where the overtime is continuous with the completion or commencement of ordinary working hours.

S3.4.5 An employee working overtime shall be allowed a paid meal break of twenty (20) minutes for each four (4) hours of overtime worked.

S3.4.6 In all cases overtime pay shall be calculated on the employee's base rate and shall not include special allowances or penalties.

S3.4.7 Time worked in excess of the ordinary hours as prescribed by clause S3.2 shall not be considered overtime unless it exceeds thirty (30) minutes. Overtime shall be calculated to the nearest fifteen (15) minutes.

S3.4.8 When overtime is necessary it shall whenever reasonably practical, be so arranged that employees have at least eight (8) consecutive hours off duty between work on successive days.

S3.4.9 An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not at least eight (8) consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until the employee has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

S3.4.10 If on the instructions from a superior ***police officer***, such employee resumes or continues working without having had such eight (8) consecutive hours off duty, the employee shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until they have had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

S3.4.11 Wherever practicable approval to work overtime must be obtained from a superior ***police officer*** authorised to approve overtime prior to overtime being worked. When it is not practicable to obtain such approval prior to the overtime being worked the superior ***police officer*** shall be informed of overtime worked within twenty-four (24) hours of its completion in order that approval for payment can be obtained.

S3.4.12 An accurate record of all overtime worked by each employee shall be kept by the Commissioner of Police. Such record shall be signed each pay period by the employee and approved by a superior ***police officer*** authorised to permit the payment of overtime.

CLAUSE S3.5 PERSONAL LEAVE

S3.5.1 The provisions of clause 6.2 of this Award shall apply except to the extent that personal leave shall be credited and debited on an hourly basis.

S3.5.2 An employee's personal leave hour credit shall be calculated by multiplying the entitlement to days by 7.6.

S3.5.3 For any period during which an employee is absent on personal leave with full pay the employee shall be deemed to have taken personal 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 personal leave.

CLAUSE S3.6 ANNUAL LEAVE

S3.6.1 The provisions of clause 6.1 of this Award shall apply except to the extent that annual leave shall be credited and debited on an hourly basis.

S3.6.2 An employee's annual leave hour credit shall be calculated by multiplying the total working day entitlement, (ordinarily being thirty (30) days - subject to proportionate entitlements and other variations) by eight (8.0).

S3.6.3 For any period during which an employee is absent on annual leave the employee shall 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 shall be made for a Public Holiday falling on a Monday to Friday.

CLAUSE S3.7 MIXED FUNCTIONS AND EXTENDED DUTIES

S3.7.1 The provisions of clauses 4.13 and 4.15 of this Award shall apply except with respect to the following.

S3.7.2 Consecutive ordinary hours of thirty-eight (38) shall be regarded as equivalent to the term "five (5) working days" referred to in the clauses.

S3.7.3 Continuity of performance shall not be broken by rest days off and/or Non-Work Days.

CLAUSE S3.8 PLAIN CLOTHES ALLOWANCE

Full time uniform employees of the Communications Centre, subject to this Schedule, who are directed vide clause 4.9.1 of this Award to perform duties out of uniform shall receive in lieu of the daily rate prescribed therein per day, a pro rata hourly rate for each ordinary working hour such duties are performed. The hourly rate shall be determined by dividing the rate prescribed at clause S2.2.3 of Schedule 2 of this Award by eight.

CLAUSE S3.9 TERMINATION OF ROSTERING ARRANGEMENTS

S3.9.1 The rostering arrangements agreed pursuant to clause S3.2 of this Schedule may be terminated by mutual agreement between the Commissioner of Police and the majority of employees affected or on the basis of a bona fide occupational health and safety issue.

S3.9.2 If the rostering arrangements are terminated, the working arrangements shall revert to those that applied prior to 2 January 1997.

S3.9.3 If the Commissioner of Police or the majority of employees seek to terminate the arrangements agreed pursuant to clause S3.2 of this Schedule other than on the basis described in clause S3.9.1, the procedures set out in Clause 2.1 Dispute Resolution Process of this Award shall be followed.

SCHEDULE 4 - ADDITIONAL COMPENSATION FOR CERTAIN WORK RELATED INJURIES OR ILLNESSES

OPDATE 01:10:2019 on and from

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PART 1 - INTRODUCTION

S4.1 This schedule provides benefits to eligible officers with eligible injuries that would have been applicable under the WR&C Act if they cease to be entitled to similar benefits under the RTW Act.

S4.2 A return to work within the meaning of the RTW Act is the main objective in managing all work injuries. The primary return to work objective will be employment in SAPoL. New or other return to work options can only be explored when return to work options within SAPoL have been fully explored (and the onus of proof to establish this lies with the employer) or if the officer requests the exploration of new or other employment options in writing (which request may be withdrawn). The Association will reasonably support and co-operate in the pursuit of this objective.

S4.3 This schedule operates in addition to and not instead of any entitlements applicable under any other statute or law, except that:

S4.3.1 any payment which would otherwise be payable under this schedule will not be payable if precisely the same payment has already been made under a compensation Act; and

S4.3.2 if an eligible officer receives a payment for economic loss pursuant to Part 4, Division 6 of the RTW Act, S4.60 through S4.63 apply.

S4.4 Providing the criteria in S4.35 through S4.36 are met, if an entitlement has been claimed by an eligible officer under a compensation Act and that claim has been rejected, any equivalent or similar entitlement may be claimed, and if rejected disputed, under this Schedule notwithstanding that proceedings relating to the rejected compensation Act claim are extant. In making such a claim or in any dispute about such a claim, the matter shall proceed on the basis that the relevant claim under a compensation Act shall remain rejected.

S4.5 If the employer is considering making a decision about an employee's entitlements pursuant to this Schedule which may be adverse to the relevant employee, the employer must provide procedural fairness to the relevant employee before any final decision is made.

S4.6 Claims for entitlements under this Schedule must be made in writing.

PART 2 – DEFINITIONS IN THIS SCHEDULE

S4.7 ***Average Weekly Earnings*** means Average Weekly Earnings under s4(1) of the RTW Act;

S4.8 ***Compensation Act*** means either or both or all of the *Workers Rehabilitation and Compensation Act 1986*, the *Return to Work Act 2014*, and any successor legislation to the *Return to Work Act 2014*. Insofar as references in this Schedule to "compensation Act" refer to the *Return to Work Act 2014*, those references are not limited to the *Return to Work Act 2014* as at 1 July 2017.

S4.9 ***Benefits*** or ***entitlements*** means weekly payments of income compensation or medical and/or like expenses or an entitlement to a reasonable rehabilitation/return to work plan pursuant to this Schedule.

S4.10 ***Claims income compensation*** means either an express request to be paid income compensation pursuant to this Schedule or, if an eligible officer is in receipt of income compensation pursuant to this Schedule, the absence of a request to cease payments of income compensation.

S4.11 ***Eligible officer*** means:

S4.11.1 current and former police officers or police cadets (irrespective of when a former officer or cadet's employment ceased); who

S4.11.2 have had a claim accepted under a compensation Act;

but does not include

S4.11.3 former police officers or cadets whose employment has been lawfully terminated by the employer on the ground of serious and wilful misconduct and/or criminal conduct.

S4.12 ***Income compensation lump-sum*** means a lump sum payment in an agreed amount and on agreed terms and in accordance with attachment 2 to this Schedule to forever end an entitlement to income compensation pursuant to this Schedule in respect of a particular injury or injuries.

S4.13 ***Independent medical adviser*** or ***IMA*** means an independent medical adviser under s4(1) of the RTW Act;

S4.14 ***Injury*** means an injury within the meaning of s4(1) of the RTW Act.

S4.15 ***Interest*** means interest calculated in accordance with Regulation 38 of the *Return to Work Regulations 2015* as at 1 July 2017.

S4.16 ***Medical and/or related expenses*** means any cost payable or to be payable in respect of costs provided for by s33 of the RTW Act, such as services, appliances, medicines, materials, travel and accommodation.

S4.17 ***Medical expense lump-sum*** means a lump sum payment in an agreed amount and on agreed terms in accordance with attachment 2 to this Schedule to forever end an entitlement to medical and/or related expense compensation pursuant to this Schedule in respect of a particular injury or injuries.

S4.18 ***No current work capacity*** means a present inability arising from the particular eligible injury or the combined effect of one or more eligible injuries such that the eligible officer is not able to return to work, either:

S4.18.1 if the employer has made and continues to make such work available, in suitable employment in their employment at the time of the occurrence of the injury or injuries; or

S4.18.2 in other suitable employment.

S4.19 ***Notional Weekly Earnings*** means the eligible officer's Notional Weekly Earnings under the relevant compensation Act as adjusted pursuant to Part 9 of this Schedule.

S4.20 ***Professional representative*** means a legal practitioner or other person who has been engaged or appointed to represent a party to proceedings before SAET (whether personally or through an employee or agent).

S4.21 ***Recognised health practitioner*** means a recognised health practitioner within the meaning of s4(1) of the RTW Act;

S4.22 ***Recovery/return to work plan*** means a recovery/return to work plan established or continuing under the RTW Act or this Schedule.

S4.23 ***Retiring age*** means "retiring age" as defined in s44(1) of the RTW Act.

S4.24 ***RTW Act*** or ***Return to Work Act 2014 (SA)*** means the *Return to Work Act 2014* (SA) as at 1 July 2017 (and all references to the RTW Act and Regulations under that Act are references to that Act and the relevant Regulations as at 1 July 2017, subject to an express contrary intention);

S4.25 ***SAET*** means the South Australian Employment Tribunal;

S4.26 ***Seriously injured worker*** has the same meaning as under the RTW Act;

S4.27 ***Suitable employment*** means suitable employment as defined under s4(1) of the RTW Act, and a reference to a recovery/return to work plan or services in that provision extends to a recovery/return to work plan or services under this Schedule.

S4.28 ***WR&C Act*** means the *Workers Rehabilitation and Compensation Act* 1986 (SA).

PART 3 - ELIGIBLE INJURIES

Only eligible officers can have eligible injuries

S4.29 An injury is not an eligible injury unless the injured officer is an eligible officer.

Temporal connection to employment

S4.30 An eligible injury arises out of or in the course of the eligible officer:

S4.30.1 being on duty; or

S4.30.2 lawfully exercising the powers of a police officer; or

S4.30.3 genuinely believing that they are exercising the powers of a police officer.

Causal connection to the nature of policing

S4.31 To be an eligible injury the injury must have:

S4.31.1 resulted from conduct directed at the officer that is or appears to be a criminal offence; and / or

S4.31.2 occurred as a direct and immediate result of conduct that is or appears to be a criminal offence;

S4.31.3 occurred in other circumstances where the officer is placed in a dangerous situation (however psychiatric injuries are only eligible injuries pursuant to S4.31.3 if they are caused as a consequence of a specific incident or incidents).

Incapacity required for eligibility

S4.32 An eligible injury temporarily or permanently incapacitates the injured officer for work (including because of a need to attend on a medical practitioner for treatment or examination).

When an injury ceases to be an eligible injury

S4.33 An eligible injury ceases to be an eligible injury when:

S4.33.1 the injured officer makes a return to work within the meaning of the RTWA which is sustainable and is earning a salary or wage that is the same or more than their Notional Weekly Earnings; and

S4.33.2 there is no reasonable basis to incur medical and / or related expenses (whether to treat symptoms or reduce the likelihood of symptoms recurring or for any other reason deemed appropriate by a medical practitioner).

When an injury resumes being an eligible injury

S4.34 If an eligible injury ceased to be an eligible injury pursuant to S4.33 but the criteria in S4.33 are no longer met, the injury resumes being an eligible injury.

Compensation Act status for an injury to be an eligible injury

S4.35 To be an eligible injury a claim for compensation relating to the injury must have been accepted under a compensation Act.

S4.36 If, in relation to a particular injury:

S4.36.1 no compensation has been paid under the RTW Act and no Recovery/Return to Work Plan has been established under the RTW Act;

S4.36.2 that injury is only an eligible injury to the extent that the eligible officer would be entitled to receive benefits or entitlements under the WR&C Act (disregarding the operation of the RTW Act).

Consequential injuries taken to be part of original eligible injuries

S4.37 Any injury arising out of or in the course of an eligible officer's attendance at a place to:

S4.37.1 receive a medical service in relation to an eligible injury; and / or

S4.37.2 obtain a medical report or certificate (or to be examined for that purpose) in relation to an eligible injury; and / or

S4.37.3 receive services or assistance or perform activities intended to assist the eligible officer's recovery or return to work or restoration to the community in relation to an eligible injury; and / or

S4.37.4 to apply for, or receive, compensation in relation to an eligible injury;

S4.37.5 will be taken to constitute part of the original eligible injury, whether or not the eligible officer had additional reasons for attending at that place (for example, if an injury arose from performing activities at the eligible officer's home recommended by a doctor to assist in recovering from an eligible injury).

Injuries and incapacity attributable to surgery etc

S4.38 Any injury or incapacity attributable to surgery or other treatment or service or advice performed or provided with due care and skill by a person professing to have particular skills and undertaken or provided in relation to an eligible injury will be taken to constitute part of the original eligible injury.

PART 4 - MEDICAL EXPENSE ENTITLEMENTS & LUMP SUMS

Medical and related expenses – entitlement

S4.39 The employer must pay compensation for medical and/or related expenses incurred in consequence of an eligible injury, whenever any such expenses are incurred. To avoid doubt, an eligible officer's entitlement to medical and/or related expenses does not end only because income compensation payments to the eligible officer cease. However, if a redemption or commutation in respect of medical and/or related expense entitlements arising out of a particular injury or injuries has been paid pursuant to s42 of the WR&C Act or s54 of the RTW Act, no medical and/or related expenses are payable under this Schedule in relation to that injury or injuries.

Medical expense lump sums

S4.40 Medical expense lump-sums (in addition to such compensation as is payable for medical and related expenses incurred before receiving a medical expense lump-sum payment) may be paid to eligible officers.

Medical and related expenses – effect of medical expense lump-sum

S4.41 Once an eligible officer has received a medical expense lump-sum payment the employer is not obliged to pay compensation for medical and/or related expenses pursuant to this Schedule if:

S4.41.1 medical and/or related expenses are incurred in consequence of a particular eligible injury after the day when the eligible officer receives a medical expense lump-sum payment; and

S4.41.2 a medical expense lump-sum payment received by the eligible officer is specifically in respect of that particular eligible injury.

Medical and related expenses – pre-approval

S4.42 An eligible officer is entitled to a decision by the employer on a claim for compensation for a medical and / or related expense that the eligible officer wishes to incur but is yet to incur. For the avoidance of doubt, a decision to reject such a claim (in whole or in part) is a decision for the purposes of this Schedule.

PART 5 - INCOME COMPENSATION ENTITLEMENTS & LUMP SUMS

S4.43 The employer must pay weekly payments of income compensation in respect of incapacity for work (whether partial or total) arising out of an eligible injury in accordance with the following principles. However, if a redemption or commutation in respect of weekly payments arising out of a particular injury or injuries has been paid pursuant to s42 of the WR&C Act or s53 of the RTW Act, no income compensation is payable under this Schedule in relation to that injury or injuries.

Work capacity review

S4.44 An eligible officer's entitlement to income compensation in respect of a particular eligible injury does not arise without an entitling assessment pursuant to S4.49 (work capacity review) and ceases if there is a disentitling assessment pursuant to S4.51.

Income compensation – quantum

S4.45 Weekly payments must be paid at the rate of 80% of the eligible officer's Notional Weekly Earnings or, if the eligible officer has actual earnings, 80% of the difference between actual earnings and the eligible officer's Notional Weekly Earnings.

Income compensation – duration

S4.46 An eligible officer's entitlement to income compensation ceases when the eligible officer reaches retiring age.

S4.47 If an eligible officer breaches the obligation of mutuality, the eligible officer's entitlement to income compensation may be discontinued for such time as the eligible officer remains in breach of the obligation of mutuality. An eligible officer resigning (other than on medical advice to resign) after claiming income compensation under this Schedule breaches mutuality. Lawful termination of employment by the employer on the ground of serious and wilful misconduct and/or criminal conduct breaches mutuality.

S4.48 An eligible officer's entitlement to income compensation may be discontinued if there is a disentitling assessment on a work capacity review.

Work Capacity Reviews

S4.49 An eligible officer's entitlement to receive income compensation does not commence unless the eligible officer is assessed in relation to the cumulative effect of one or more eligible injuries (an ***entitling assessment***) by the employer as:

S4.49.1 having no current work capacity; and

S4.49.2 likely to continue indefinitely to have no current work capacity; or

S4.49.3 being in employment but because of the injury or injuries is likely to continue indefinitely to be incapable of undertaking further or additional employment or work that would increase the eligible officer's current weekly earnings.

S4.50 The employer may make an entitling assessment on any basis.

S4.51 A ***disentitling assessment*** is an assessment that the eligible officer does not meet the criteria in S4.49. A disentitling assessment can only be made if:

S4.51.1 the employer has sought and obtained an opinion from an IMA (whose expertise is appropriate to the particular injury or injuries) about whether the eligible officer meets the criteria in S4.49; and

S4.51.2 if the eligible officer has earnings in employment or other work, the IMA considers that notwithstanding the eligible injury or injuries the eligible officer is, and is likely to continue indefinitely to be, capable of undertaking further or additional employment or work which would increase the eligible officer's earnings, and specifies what that additional employment or work is; and

S4.51.3 the IMA provides a written opinion that the eligible officer does not meet the criteria in S4.49; and

S4.51.4 if the eligible officer has earnings in employment or other work, the IMA specifies on reasonable grounds the additional employment or work the IMA considers that the eligible officer could do to increase their earnings.

Work capacity reviews and ceasing income compensation

S4.52 An eligible officer receiving income compensation under this Schedule shall continue to receive income compensation under this Schedule until at least 13 weeks after the eligible officer receives written notification from the employer that the eligible officer is no longer entitled to receive income compensation under this Schedule because of a disentitling assessment.

Work capacity reviews and commencing or recommencing income compensation

S4.53 If an eligible officer who is not receiving income compensation under this Schedule or a compensation Act claims income compensation the employer is not obliged to pay income compensation under this Schedule until an entitling assessment is made. In those circumstances, if an entitling assessment is made the eligible officer is entitled to arrears and interest for all periods when they are entitled to income compensation.

First work capacity review; timing

S4.54 A work capacity review may be performed before or after an eligible officer has exhausted their entitlement to weekly payments under a compensation Act.

S4.55 An eligible officer who, immediately before the end of the second designated period defined in s39 of the RTW Act, was in receipt of weekly payments under the RTW Act is entitled to receive income compensation pursuant to this Schedule at the same rate unless and until a work capacity review is conducted.

S4.56 If S4.55 applies and the outcome of the work capacity review is:

S4.56.1 an ***entitling assessment***, the employer must conduct reviews in accordance with Part 9 of this Schedule and adjust the eligible officer's income compensation accordingly;

S4.56.2 a ***disentitling assessment***, S4.52 and Part 8 of this Schedule apply.

Reassessment

S4.57 An eligible officer's work capacity may be reassessed consistent with S4.49 through S4.51 at any reasonable time and must be reassessed as often as is reasonably necessary.

Income compensation – effect of income compensation lump-sum

S4.58 An income compensation lump-sum (in addition to such compensation as is payable for income compensation before receiving an income compensation lump-sum payment) may be paid to eligible officers.

S4.59 Once an eligible officer has received an income compensation lump-sum payment the employer is not obliged to pay weekly payments pursuant to this Schedule if:

S4.59.1 an entitlement to income compensation in consequence of a particular eligible injury arises after the day when the eligible officer receives an income compensation lump-sum payment; and

S4.59.2 an income compensation lump-sum payment received by the eligible officer is specifically in respect of that particular eligible injury.

Income compensation – effect of lump-sum payment for economic loss

S4.60 If this Award applies to an employee who claims compensation pursuant to Part 4, Division 6 of the RTW Act, before paying any such compensation the employer must:

S4.60.1 give the employee written notice of:

S4.60.1.1 the dollar amount of compensation the employer says the employee is entitled to; and

S4.60.1.2 clauses S4.60 through S4.63 of this Schedule; and

S4.60.2 request written confirmation from the employee that, having regard to clauses S4.60 through S4.63 of this Schedule, they wish to be paid compensation pursuant to Part 4, Division 6 of the RTW Act and allow a reasonable time for the employee to respond in writing.

S4.61 If an eligible officer has received a payment pursuant to Part 4, Division 6 of the RTW Act (***the payment***) 3 months or more after this Schedule is inserted into the Award the eligible officer is not entitled to income compensation pursuant to this Schedule in relation to the same injury or injuries that the payment related to.

S4.62 If an eligible officer has received a payment pursuant to Part 4, Division 6 of the RTW Act (**the payment**) before 3 months after this Schedule is inserted into the Award, the eligible officer is not entitled to income compensation pursuant to this Schedule in relation to the same injury or injuries that the payment related to unless they agree in writing to repay the payment and comply with that agreement, with repayments to be made by periodic payments in accordance with S4.78.1 unless otherwise agreed in writing.

S4.63 If an eligible officer has received income compensation pursuant to this Schedule and then receives a payment pursuant to Part 4, Division 6 of the RTW Act (**the payment**):

S4.63.1 the eligible officer ceases to be entitled to income compensation pursuant to this Schedule in relation to the same injury or injuries that the payment related to; and

S4.63.2 the employer is entitled to deduct from the payment any income compensation previously paid to the eligible officer pursuant to this Schedule in relation to the same injury or injuries that the payment related to.

PART 6 - RECOVERY/RETURN TO WORK PLANS

Continuing operation of plans established under the RTW Act

S4.64 If a recovery/return to work plan established under s25 of the RTW Act has not reached its completion date or action when entitlements under this Schedule arise, it continues to operate by virtue of this Schedule irrespective of whether the RTW Act authorises its continued operation until the date or action the plan is expressed to conclude on, unless the eligible officer and the employer agree that the plan should cease operation or be varied or if SAET determines that the plan should cease operation or be varied.

When plans are established - entitlement

S4.65 If it is reasonable to do so, the employer may establish a written recovery/return to work plan in relation to an eligible officer who has an eligible injury. If an eligible officer's entitlements under this Schedule are not exhausted, the employer must establish a written recovery/return to work plan if the eligible officer requests such a plan in writing.

Content of plans

S4.66 A recovery/return to work plan may provide for any assistance, service, payments or return to work arrangement that may reasonably assist the full restoration of the eligible officer to the workforce and/or the community, including by alleviating the impact of the disability so far as is possible. A recovery/return to work plan must assist the full restoration of the eligible officer to the workforce and/or the community, including by alleviating the impact of the disability, so far as is reasonably practicable, and must be in accordance with Attachment 1 to this Schedule.

S4.67 Recovery/return to work plans under this Schedule may not impose unreasonable obligations on eligible officers.

S4.68 An eligible officer whose entitlements under this Schedule are not exhausted is entitled to a reasonable recovery/return to work plan if the employer establishes a recovery/return to work plan or if the officer requests a recovery/return to work plan.

S4.69 If:

S4.69.1 an eligible officer who has been incapacitated for work in consequence of an eligible injury is able to return to work, whether on a full-time or part-time basis and whether or not to their previous employment;

S4.69.2 the employer must provide suitable employment for the eligible officer (the employment being employment for which the eligible officer is fit and, subject to that qualification employment which is, so far as reasonably practicable the same as, or equivalent to, the employment in which the eligible officer was working immediately before the incapacity) as part of a recovery/return to work plan;

S4.69.3 if the eligible officer requests it; but not if

S4.69.4 it is not reasonably practicable to provide such employment (and the onus of establishing that lies on the employer); or

S4.69.5 the eligible officer left the employment of the employer before the commencement of the incapacity for work; or

S4.69.6 the eligible officer terminated the employment after the commencement of the incapacity for work; or

S4.69.7 new or other employment options and any ancillary matters have been agreed and remain agreed between the eligible officer and employer and are contained in a current recovery/return to work plan; or

S4.69.8 the eligible officer has otherwise sustainably returned to work earning at or above the eligible officer's Notional Weekly Earnings.

S4.70 Suitable employment to be provided by the employer includes employment in respect of which the number of hours each day or week that the officer performs work or the range of duties the officer performs is suitably increased in stages.

S4.71 If an eligible officer performs alternative or modified duties pursuant to a recovery/return to work plan, the employer must pay an appropriate wage or salary in respect of those duties.

PART 7 - MUTUAL OBLIGATIONS

S4.72 When an eligible officer is entitled to receive benefits pursuant to this Schedule the employer must reasonably:

S4.72.1 manage the eligible officer's injury; and

S4.72.2 provide services and assistance to further the eligible officer's recovery and return to work and / or the community and to alleviate the impact of the disability so far as is possible; and

S4.72.3 at the officer's request, review any service/s or entitlements provided pursuant to this Schedule and/or investigate any matter, if it appears to the officer that the employer may not be complying with this Schedule and provide the officer with written advice about the outcome of any such review or investigation and any actions the employer will take arising out of any such review or investigation.

S4.73 An officer receiving income compensation under this Schedule must not breach the obligation of mutuality defined by s48(3) and (4) of the RTW Act. If an officer breaches mutuality, mutuality may be restored in accordance with the principles applicable under the RTW Act. A breach of mutuality does not alter the officer's entitlement to compensation for medical and / or related expenses.

PART 8 - REDUCTION, DISCONTINUANCE & SUSPENSION OF INCOME COMPENSATION

S4.74 If an eligible officer's entitlement to income compensation under this Schedule ceases or will cease or reduces or will reduce (including because the officer has ceased to be an eligible officer), payments of income compensation may only be discontinued or reduced in accordance with this Part.

S4.75 Unless S4.52 applies (work capacity reviews – 13 weeks' notice), no cessation or reduction of payments of income compensation may occur until the officer has received at least 28 days written notice of any such cessation or reduction.

S4.76 If a person (or the Association on the person's behalf) disputes a decision to reduce, discontinue or suspend their payments of income compensation (by either an application to SAET or the invocation of a dispute resolution procedure in this Award or an applicable enterprise agreement) within one month of the person receiving notice of a decision by the employer to reduce, discontinue or suspend income compensation under this Schedule:

S4.76.1 the operation of the decision is suspended and—

S4.76.1.1 the income compensation must continue or, if the decision has already taken effect, the income compensation must be reinstated (to its previous level), until the matter first comes before a member of SAET; and

S4.76.1.2 the employer must make a payment to the person of any income compensation that has not been made between the date that the decision took effect and the date the income compensation is reinstated;

S4.76.1.3 unless the person elects in writing not to receive payments under this clause; and

S4.76.2 SAET may as it thinks fit and from time to time, and after having regard to the nature and circumstances of the case—

S4.76.2.1 further suspend the operation of the decision (from time to time) until the dispute is resolved to avoid the person suffering financial hardship and extra weight must be given to the desirability of requiring the continuation of payments if SAET considers it is reasonably open to the person to dispute the relevant decision;

S4.76.2.3 vary or revoke a decision under this clause, including to provide that weekly payments will only continue, or continue at a reduced rate, if the person complies with conditions determined by SAET;

S4.76.2.4 make an order to pay an amount relating to all or any weekly payments that have not been made to the officer during the dispute.

S4.77 If a dispute is ultimately resolved in favour of the employer and the person has been paid more than the person's lawful entitlements to income compensation pursuant to S4.76, the employer may, at the employer's discretion (but subject to this Schedule):

S4.77.1 recover the excess (and any interest on the excess) from the officer as a debt; or

S4.77.2 set off the amount recoverable under S4.77.1 against liabilities of the employer to pay the officer under this Schedule or a compensation Act.

S4.78 If it is reasonable in the circumstances, the employer may set off or recover an amount under S4.77.1 as a single lump sum, or by periodic payments, or by a combination of a lump sum and periodic payments, or in some other manner agreed between the employer and the person in writing, however:

S4.78.1 the employer cannot require a person to make periodic payments exceeding 10% of the person's net income ("net income" means income after an appropriate deduction is made for any income tax and child support payable by the person and any deductions made because of a garnishee order or similar order or requirement or any other deduction imposed by statute) without the person's written agreement;

S4.78.2 the employer may, in its absolute discretion, waive (absolutely or subject to such conditions as the employer thinks fit) the whole or any part of an amount it is entitled to recover, and shall do so if:

S4.78.2.1 the employer is satisfied that the person is experiencing severe financial hardship, or it appears appropriate to do so because of any other special circumstances specific to the person; or

S4.78.2.2 the employer considers it appropriate considering the likely costs associated with recovering the amount and the amount itself;

S4.78.3 unless the person has provided materially false or misleading information to the employer that caused the employer to make the relevant payment/s, the employer must grant these remissions if the total amount payable is repaid within the following periods:

S4.78.3.1 a 15% remission if the total amount is repaid within 1 month of the person first receiving written notification of the amount they are liable to pay;

S4.78.3.2 a 10% remission if the total amount is repaid within 6 months of the person first receiving written notification of the amount they are liable to pay.

S4.79 If a person has made a payment (including by an amount being set off) to the employer under S4.78, the employer must, within two months of end the financial year in which the payment is made, furnish the person with a statement that sets out:

S4.79.1 the total amount paid by the person during that financial year; and

S4.79.2 the amount left to be paid (if any); and

S4.79.3 must furnish a final statement within 2 months after the debt is extinguished.

Interaction between paid annual and/or long service leave and income compensation – suspension

S4.80 If an eligible officer takes paid annual or long service leave, the employer may suspend the income compensation that would otherwise be payable to the eligible officer when the eligible officer is on that leave if the employer complies with the notice requirements of this clause.

S4.81 If the employer proposes to suspend the income compensation that would otherwise be payable during such a period of leave, the employer must provide the eligible officer with written notice of that proposal (including details of when income compensation payments under this Schedule will resume) within 14 days of the eligible officer requesting the relevant paid leave.

S4.82 The eligible officer may withdraw the request for paid leave at any time within 14 days of a written notice under S4.81.

S4.83 The employer cannot compel an eligible officer to take leave when they are entitled to income compensation.

PART 9 – ADJUSTMENTS TO INCOME COMPENSATION

Economic adjustments to the level of income compensation

S4.84 If an eligible officer is incapacitated for work or appears likely to be incapacitated for work for more than one year, the employer must, during each year of incapacity, review the income compensation for the purpose of making an adjustment to the amount of the income compensation under this Part.

Quantum of economic adjustments – industrial instruments

S4.85 Subject to S4.87, the Notional Weekly Earnings of an eligible officer who is entitled to income compensation shall be adjusted to reflect any increases in the rates of remuneration applicable to the classification held by the officer (or, where relevant, any successor classification) immediately prior to the particular injury occurring and prescribed by an award or enterprise agreement.

Notice requirements before economic adjustment decided

S4.86 At least 28 days before deciding the quantum of an economic adjustment pursuant to this clause, the employer must give the eligible officer written notice of the following.

S4.86.1 The increase in the rate of remuneration the employer says applies pursuant to S4.85 and how the proposed economic adjustment has been calculated by applying that increase to the eligible officer's pre-existing Notional Weekly Earnings.

S4.86.2 The increase in the rate of remuneration the employer says would be applicable if an economic adjustment was made in accordance with the Wage Price Index for total hourly rates of pay excluding bonuses for South Australia, and how an economic adjustment would be calculated by applying that increase to the eligible officer's pre-existing Notional Weekly Earnings, and the eligible officer's right to elect in writing to receive an economic adjustment on that basis rather than in accordance with S4.85.

S4.86.3 The eligible officer's right to make written representations to the employer on the review within a reasonable time specified in the notice.

Election for economic adjustment based on Wage Price Index not industrial instrument

S4.87 If an eligible officer elects in writing to have their Notional Weekly Earnings adjusted in accordance with the Wage Price Index for total hourly rates of pay excluding bonuses for South Australia, the employer must adjust the eligible officer's Notional Weekly Earnings accordingly.

Timing of economic increase based on industrial instrument

S4.88 An economic increase reflecting changes to remuneration in an award or enterprise agreement operates from the date of the employer's decision on the review, back-dated to the date of the relevant changes in rates of remuneration.

Timing of economic increase based on Wage Price Index

S4.89 An economic increase in accordance with S4.87 operates from the end of the year of incapacity in which the review is made.

Adjustments due to change from original arrangements

S4.90 The employer may, on its own initiative and must at the written request of an eligible officer, review the calculation of the Average Weekly Earnings of the eligible officer (and therefore the Notional Weekly Earnings of the eligible officer) for the purpose of making an adjustment due to:

S4.90.1 a change in a component of the eligible officer's remuneration used to determine Average Weekly Earnings (including a component constituted by a non-cash benefit); or

S4.90.2 a change in the equipment or facilities provided or made available to the eligible officer (if relevant to Average Weekly Earnings).

S4.91 Before the employer begins a review under S4.90, the employer must give the eligible officer written notice informing the eligible officer of the proposed review and inviting the eligible officer to make written representations to the employer on the subject of the review within a reasonable time specified in the notice.

S4.92 If the employer finds on a review under S4.90 that there has been a change that warrants an adjustment contemplated by S4.90, the employer shall make the relevant adjustment.

S4.93 An adjustment under S4.90:

S4.93.1 will take effect as an adjustment to the eligible officer's Notional Weekly Earnings (and may therefore increase or reduce income compensation under this Schedule); and

S4.93.2 operates from an appropriate date determined by the employer (which may be an antecedent date but not a date that is before the date of the change on which the adjustment is based and not so as to result in a retrospective reduction in income compensation).

S4.94 For the purposes of a review under S4.90, the employer may, by notice in writing to the eligible officer to whom the review relates, require the eligible officer to furnish any information that the employer reasonably determines to be relevant to the review.

S4.95 If an eligible officer fails to comply with a requirement under S4.94 within the time allowed in the notice, the employer may suspend income compensation payments to the eligible officer.

S4.96 On completing a review under S4.90, the employer must give the eligible officer written notice setting out the employer's decision on the review, and the eligible officer’s rights to dispute the employer’s decision.

S4.97 S4.90 through S4.103 do not limit the rights of the employer under any other clause of this Schedule.

General Review of weekly payments

S4.98 The employer may, on its own initiative and must if requested in writing by an eligible officer, review the amount of the weekly payments made to an eligible officer. The employer is not required to comply with a request for such a review if the request is made within 3 months of the completion of an earlier review.

S4.99 Before the employer begins a S4.98 review under this clause, the employer must give the eligible officer written notice informing the eligible officer of the proposed review and inviting the eligible officer to make a written representation to the employer on the subject of the review within a reasonable time specified in the notice.

S4.100 If the employer finds on a S4.98 review that the eligible officer's entitlement to income compensation has ceased, or has increased or decreased, the employer must adjust and may discontinue the income compensation to reflect that finding.

S4.101 For the purposes of a S4.98 review, the employer may, by notice in writing to an eligible officer who is receiving weekly payments, require the eligible officer to submit to an examination by an IMA nominated by the employer or require the eligible officer to furnish evidence of the eligible officer's earnings (other than earnings paid by the employer).

S4.102 If an eligible officer fails to comply with a requirement under S4.101 within the time allowed in the notice, the employer may suspend income compensation payments to the eligible officer.

S4.103 On completing a S4.98 review, the employer must give the eligible officer written notice setting out the employer's decision on the review, and the eligible officer's rights to dispute the employer's decision, in accordance with S4.104.

PART 10 - DECISIONS ON CLAIMS

S4.104 The employer must provide its written decision on a claim for entitlements under this Schedule (including a decision to cease or reduce or suspend income compensation and decisions to review income compensation and decisions on recovery/return to work plans) to the person who made the claim (including by their representative). The written decision must include the information required by s31(8)(b) of the RTW Act and regulation 20 of the RTW Regulations.

S4.105 The employer must decide claims for entitlements under this Schedule (including claims for the provision of a recovery/return to work plan) as quickly as reasonably practicable and where the claim is for income compensation must, wherever practicable, endeavour to decide the claim within 10 business days from receipt of the claim.

S4.106 A person (or the Association acting on their behalf) who believes there has been undue delay in deciding a claim or other matter affecting the person under this Schedule may apply to SAET for expedited determination of the matter.

S4.107 An application for an expedited determination of a matter cannot be made until at least 10 business days after the matter was placed before the relevant decision-maker.

S4.108 On an application for expedited determination of a matter, SAET may (in addition to such other powers as SAET may have) give directions SAET considers necessary to expedite the determination of the matter or decide the matter itself.

S4.109 If SAET decides a claim on an application for expedited decision, the decision is to be treated as a decision of the employer.

PART 11 - DISPUTE RESOLUTION

S4.110 For the avoidance of doubt and without limiting such other legal rights as the employer, the Association and a person claiming an entitlement under this Schedule may have:

S4.110.1 disputes over the employer's decisions on entitlements under this Schedule may be resolved pursuant to chapter two part one of the Fair Work Act 1994 and /or chapter two part two of the Fair Work Act 1994 (including concurrently) and any successor legislation to those provisions; and

S4.110.2 proceedings and dispute resolution processes taking issue with the employer's decision/s on entitlements under this Schedule may be commenced by either the person claiming the entitlement or the Association.

S4.111 Proceedings in the SAET about the employer's decision/s on entitlements under this Schedule should, so far as is reasonably practicable, be heard together with such other proceedings between the same parties in the SAET as may exist.

PART 12 - COSTS OF PROCEEDINGS

General Entitlement To Costs

S4.112 A party (other than the employer) is entitled, subject to this Schedule, to an award against the employer for the party's reasonable costs of proceedings for resolution of the matter before SAET.

S4.113 Costs may only be awarded to cover the cost of representation by a legal practitioner or an officer or employee of the Association and disbursements incurred by a party to proceedings before SAET up to a reasonable amount reasonably incurred, subject to the qualification that costs for medical services reimbursed as disbursements in the proceedings are limited to the scales of charges applicable at the relevant time that apply for the purposes of s33 of the RTW Act or, if a service is not covered by a scale of charges under that section, to an amount determined in accordance with the principles that apply under that section.

S4.114 If SAET is of the opinion that a party:

S4.114.1 has acted unreasonably:

S4.114.1.1 in bringing proceedings before SAET; or

S4.114.1.2 in view of an assessment or recommendation of a SAET member under s43(13) of the *South Australian Employment Tribunal Act 2014*; or

S4.114.1.3 without limiting S4.114.1.2 — in failing to discontinue or settle any proceedings before the conclusion of the hearing of a matter; or

S4.114.1.4 in relation to any other aspect of the conduct of proceedings before SAET; or

S4.114.2 has acted frivolously or vexatiously in bringing or in relation to the conduct of proceedings before SAET,

SAET may—

S4.114.3 decline to make an award of costs in favour of the party and may further (if it thinks fit) make an award of costs against the party; or

S4.114.4 reduce the amount of the award of costs to which the party would otherwise have been entitled.

S4.115 Subject to S4.116, an award of costs to cover professional advice or assistance may, if SAET considers appropriate, be made in favour of the person who provided the professional advice or assistance.

S4.116 An award of costs to cover the cost of representation by an officer or employee the Association is payable to the Association.

S4.117 An award of legal costs cannot exceed 85% of the amount that would be allowable under the relevant Supreme Court scale if the proceedings were in the Supreme Court.

Costs liability of representatives

S4.118 If a professional representative acting for a party to proceedings before SAET under this Schedule (whether personally or through an employee or agent) has caused costs to be incurred improperly or without reasonable cause or to be wasted by undue delay or negligence or by any other misconduct or default, SAET may order:

S4.118.1 that all or any of the costs between the professional representative and their client be disallowed or that the professional representative repay to their client the whole or part of any money paid on account of costs;

S4.118.2 that the professional representative pay to their client all or any of the costs which their client has been ordered to pay to any party;

S4.118.3 that the professional representative pay all or any of the costs of any party other than their client.

S4.119 Without limiting S4.118, a professional representative is in default for the purposes of that clause if any proceedings cannot conveniently be heard or proceed, or fail or are adjourned without any useful progress being made, because the professional representative failed to:

S4.119.1 attend in person or by a proper representative; or

S4.119.2 file any document which ought to have been filed; or

S4.119.3 lodge or deliver any document for the use of SAET which ought to have been lodged or delivered; or

S4.119.4 be prepared with any proper evidence or account; or

S4.119.5 otherwise proceed.

S4.120 SAET may not make an order against a professional representative under S4.118 unless SAET has informed the professional representative of the nature of the order proposed and allowed the professional representative a reasonable opportunity to make representations, and call evidence, in relation to the matter.

S4.121 SAET may order that notice of any proceedings or order against a professional representative under S4.118 be given to the client in such manner as SAET directs.

S4.122 SAET's power to make an order under S4.118 is exercisable by a presidential member of SAET or another member of SAET who is authorised by a presidential member of SAET to make the particular order.

PART 13 – MISCELLANEOUS

Interest on Delayed Income Compensation

S4.123 If:

S4.123.1 income compensation, or part of income compensation, is not paid as and when required to be paid under this Schedule; or

S4.123.2 the payment of income compensation is delayed pending resolution of a dispute over the employer’s decision/s on an entitlement to income compensation under this Schedule; then

S4.123.3 interest will be paid on any arrears, however, no interest is payable under this clause if the delay is attributable to some fault on the part of the eligible officer.

Interim payments

S4.124 A person may, pending the final determination of a claim, apply to the employer for interim payments of income compensation under this Schedule.

S4.125 The employer must offer to make interim payments if it fails to determine the relevant claim within 10 business days after the date of receipt of the claim unless the failure to determine the claim is:

S4.125.1 due to the unreasonable failure or refusal of the person making the claim to attend a medical examination arranged by the employer; or

S4.125.2 because the employer has arranged an examination for the purposes of a work capacity review and that examination is yet to occur.

S4.126 If on the final determination of a claim (if the employer rejects the claim, the claim is finally determined when any relevant proceedings have been completely finalised) an amount the officer was not entitled to has been paid under this clause, the employer may recover that amount as a debt in a Court of competent jurisdiction.

Income Compensation & Leave Entitlements

S4.127 Section 50 of the RTW Act is incorporated into this Schedule. To the extent that s50 of the RTW Act is inconsistent with clauses S4.80 through S4.83, those clauses prevail.

S4.128 The references to "weekly payments" in s50 of the RTW Act as incorporated into this Schedule are to be read as references to income compensation pursuant to this Schedule.

Injuries that develop gradually

S4.129 The date when an injury that develops gradually or is a disease will be taken to have occurred will be determined in accordance with RTW Act s188.

Costs associated with lump-sum payment agreements

S4.130 If the employer offers an eligible officer a lump sum payment agreement, and the eligible officer incurs costs in having one or more of annexures A, B or C to such an agreement completed by a professional adviser, a financial adviser or a recognised health practitioner, the employer must reimburse the eligible officer for any such costs subject to any limits applicable at the time the relevant advice is obtained pursuant to ss53 and 54 of the RTW Act.

Review & anomalies

S4.131 The Association and the employer shall:

S4.131.1 jointly review the operation of this Schedule with that review to commence 2 years after the order incorporating this Schedule in this Award is made and to conclude within 2 months of commencement; and

S4.131.2**.** use their best endeavours to resolve perceived anomalies or perceived unfair situations arising out of the operation of this Schedule or the alteration to the rights of employees arising out of the change from the WR&C Act to the RTW Act.

SCHEDULE FOUR

ATTACHMENT ONE
RECOVERY/RETURN TO WORK PLAN

Recovery/Return to Work Plan **No:**

Boxes marked * MUST be completed in full.

Details	
*Commencement date/action:	*Completion date/action:
*Worker's full name:	*Claim no:
*Pre-injury position:	*Date of birth:
*Pre-injury employer: State of South Australia (SAPOL)	*Date of injury:
* Employer contact person:	*Nature of injury:
Is an interpreter required? Yes ☐ No ☐	Preferred language:

Objectives:

Mandatory: Select at least one of the following objectives

☐ (i) The worker's return to the pre-injury employment with the pre-injury employer;
☐ (ii) The worker's return to different employment with the pre-injury employer;
☐ (iii) The worker's return to the pre-injury employment but with a different employer;
☐ (iv) The worker's return to different employment with a different employer;
☐ (v) The worker's return to independence within the community;

Goal(s):	**Actions and services required to meet the goals and objectives of this recovery/return to work plan**	**By whom (name) By when (date)**

***Hourly wage rate to be paid by employer: $**

If an eligible officer who has been incapacitated for work in consequence of a work injury undertakes alternative or modified duties under employment or an arrangement that falls outside the eligible officer's contract of service for the employment from which the injury arose, the employer must pay an appropriate wage or salary in respect of those duties.

Stay at work/return to work arrangements:						
From	**To**	**Days**	**Hours**	**Work activities**	**Considerations/Restrictions**	**Supervisor (name)**

Important Notice to Eligible Officers

- A failure to comply with an obligation under a recovery/return to work plan may lead to the discontinuance of income compensation.
- Recovery/return to work plans may be disputed but that does not suspend obligations imposed by the plan pending a determination of the dispute.
- A refusal or failure to undertake work that has been offered and that the eligible officer is capable of performing, or to take reasonable steps to find or obtain suitable employment, may lead to the discontinuance of income compensation. This may also occur if an eligible officer obtains suitable employment and then unreasonably discontinues the employment.

Preparation details	
Prepared by:	Telephone:
Position:	Email:
Relevant comments by any party:	

Agreement (a signature confirms the party has been consulted in preparing this recovery/return to work plan)

Parties involved	**Print name**	**Signature (or reason if none)**	**Date**
Eligible officer			
Employer			
Treating Medical Practitioner/s			

Established/Approved

Recovery/return to work plan: ☐ **Approved** ☐ **Not approved**

Employer Signature	Initials and surname	Date
Employer comments:		

SCHEDULE 4

ATTACHMENT TWO

Lump-Sum Agreement

to

EXTINGUISH RIGHTS

to [income compensation and/or medical and/or related expense compensation]
[amend as appropriate]

Pursuant to Schedule Four of the Police Officers Award

This is an agreement between:

[insert eligible officer's name]

"the eligible officer"

And

Chief Executive of the Department of Treasury and Finance

"the employer"

Background

1. The eligible officer suffered an injury or injuries as follows (***the injury or injuries***):

Injury Date	**Injury Description**

2. The employer has undischarged liabilities to the eligible officer to pay income compensation and compensation for medical and/or related expenses [delete "income compensation and" if appropriate] in respect of the injury or injuries in accordance with Schedule 4 of the Police Officers Award (***the undischarged liabilities***).

3. Noting that no lump-sum payment agreement can be finalised unless the eligible officer has received competent professional advice about the consequences of this agreement, the eligible officer has received such advice, as appears from Annexure "A".

4. Noting that no lump-sum payment agreement can be finalised unless the eligible officer has received competent financial advice about the investment or use of the lump sum payment, the eligible officer has received such advice, as appears from Annexure "B".

5. Noting that no lump-sum payment agreement can be finalised unless a recognised health practitioner has certified that the extent of the eligible officer's incapacity resulting from the injury or injuries can be determined with a reasonable degree of confidence and has advised the eligible officer about the future medical assistance of any kind that the eligible officer will or is likely to require on account of the injury or injuries and any related surgery, treatment or condition, a recognised health practitioner has so certified and has so advised as appears from Annexure "C".

6. The eligible officer and the employer have reached an agreement for the employer to pay a lump sum to the eligible officer which payment will extinguish the undischarged liabilities.

THE ELIGIBLE OFFICER AND THE EMPLOYER HEREBY AGREE AND ACKNOWLEDGE:-

7. The matters set out in paragraphs 1 through 6 of this agreement are true and correct to the best of the eligible officer's and the employer's knowledge, understanding and belief.

8. That the employer's undischarged liabilities to pay [income compensation and – delete if inapplicable] medical and/or related expense compensation be extinguished by a capital payment of [insert dollar figure] [comprised of [insert dollar figure] to extinguish the undischarged liability for income compensation and [insert dollar figure] to extinguish the undischarged liability for medical and/or related expenses] [the passage commencing "comprised of" and concluding "related expenses" must be deleted if the lump sum agreement extinguishes medical and/or related expense entitlements only].

9. The eligible officer **ACKNOWLEDGES** that on receipt of the capital payment detailed in the preceding paragraph the undischarged liability to the eligible officer set out in paragraph 2 of this agreement is forever extinguished.

DATED the day of 20…...

SIGNED by the eligible officer [insert name]) ……
)
) Date and time signed by eligible officer
)
in the presence of:) ……

SIGNED for and on behalf of **Chief Executive of the Department of Treasury and Finance** by ……..

[insert name of authorised signatory to the employer]

……..
Date

……..

in the presence of: ……..

……..
Date

NOTIFICATION TO ELIGIBLE OFFICER

Under Section 33A of the *Health and Other Services (Compensation) Act 1995* (**Medicare Act**), you are advised that the employer intends to make an advance payment under Section 33B of the Medicare Act for compensation payable under a judgment or settlement as follows:

1. The employer intends to make an advance payment to the Commonwealth.
2. The amount of the advance payment will be 10% of the total lump sum under Schedule 4 of the Police Officers Award [insert dollar figure].
3. The Commonwealth can retain some or all of the advance payment for eligible benefits paid by the Commonwealth in respect of services and care rendered or provided in the course of treatment for, or as a result of, your compensable injury or injuries. If the amount specified in the notice under Section 33C of the Act is less than the amount of advance payment, the difference is payable by the Commonwealth to you.
4. You will be required to make an additional payment to the Commonwealth in respect of the eligible benefits if the amount specified by the written notice given to you under Section 33C of the Act is greater than the amount of the advance payment.

I acknowledge receipt of the above advice.

……. ……..

[Insert name of eligible officer] …./…./20…

ANNEXURE "A"
PROFESSIONAL ADVICE

SUBJECT: Lump-sum payment agreement under Schedule 4 of the Police Officers Award

I, [Insert name of eligible officer], have received competent professional advice about the consequences of a lump-sum payment in the amount of _____ from _____

I have received advice on matters including the following.

A. That on receipt of this lump-sum payment I have no entitlement to income compensation in respect of dates on or after receipt of that payment or payment of medical and /or related expenses incurred on or after receipt of that payment in relation to my injury/injuries described in paragraph 1 of the lump sum payment agreement.

B. That on receipt of a lump-sum payment in respect of medical and/or related expenses I may not be able to claim medical benefits from Medicare nor my health fund for treatment regarding my injury/injuries described in paragraph 1 of the lump sum payment agreement.

C. Taxation implications of the lump-sum payment, if any. In particular, I have been advised that I may seek a private ruling in accordance with the Income Tax Assessment Act 1997.

D. Centrelink implications in relation to the lump-sum payment.

[Insert name of eligible officer]	Adviser's Name:
[Insert address of eligible officer]	Adviser's Company name and address:
…….	…….
Eligible officer's signature	Adviser's Signature
…….	……..
Date and time signed by eligible officer:	Date and time signed by adviser:

ANNEXURE "B"
FINANCIAL ADVICE

SUBJECT: Lump-sum payment agreement under Schedule 4 of the Police Officers Award

I, [Insert name of eligible officer] have received competent financial advice from …… about the investment or use of the lump-sum payment of [insert dollar figure]**.** I am satisfied the advice is appropriate to my circumstances.

[Insert name of eligible officer]	Adviser's Name:
[Insert address of eligible officer]	Adviser's Company name and address:
…….	……..
Eligible officer's signature	Adviser's Signature
…….	……..
Date and time signed by eligible officer:	Date and time signed by adviser:

ANNEXURE "C"
MEDICAL CERTIFICATE

SUBJECT: Lump-sum payment agreement under Schedule 4 of the Police Officers Award

I, …….. hereby certify that

the extent of [Insert name of eligible officer]'s, incapacity resulting from the following injury/injuries can be determined with a reasonable degree of confidence.

Injury Date	**Injury Description**	**Employer**
[Content to precisely mirror paragraph 1 of the lump sum agreement]	[Content to precisely mirror paragraph 1 of the lump sum agreement]	State of South Australia / South Australia Police

I also certify that [Insert name of eligible officer] has received advice from me about the future medical services (and, if relevant, therapeutic appliances and other forms of assistance related to their future health) that [Insert name of eligible officer] will or is likely to require on account of the work injury or injuries set out above and any related surgery, treatment or condition.

Signature: …….

Qualifications: …….

Address/contact details: …….

…….

…….

…….

Date: ……

APPLICATIONS FILED

Case Number *Description*

6442/2000 AWARD CONDITIONS
Dispute re roster to balance work and family commitments. See Referral of Question of Law [2001] SAIRC 43.

6464/2000 AWARD VARIATION
Reg no 118. Award varied. Cl. 29, Sch. 5 re inclusion of Radio Technicians. Opdate 29/06/2000.

7697/2000 INTERPRETATION
Appln for interpretation of cl. 12 re inclusion of Police officers employed as Bandsmen. Appln withdrawn.

4124/2001 QUESTION OF LAW
Matter arises out of 6442/2000 re whether single personal concern is an "industrial matter". Decision [2001] SAIRC 43.

2234/2002 AWARD VARIATION
Award NOT varied. Appln adj sine die re deletion of "Banded" and "Non-Banded" salary structure.

2989/2003 AWARD VARIATION
Award NOT varied - appln discontinued. re overtime on a rostered/programmed day off.

6113/2003 AWARD VARIATION
Award varied. Cl. 14 Allowances in lieu of Penalty Rates. Opdate 04/11/2004.

915/2005 AWARD REVIEW S99
New Award issued. Opdate ppc 30/07/2009.

681/2006 AWARD VARIATION
Award varied. Cl. 9A Plain Clothes Allowance, Cl. 13B Water Police - Overnight Allowance. Opdate ppc 28/02/2006.

3469/2006 AWARD VARIATION
Award varied. Sch.1 Salaries re Remuneration Minimum Standard. Opdate ppc 17/04/2006.

2508/2007 AWARD VARIATION
Award varied. Sch.1 Salaries re Minimum Standard for Remuneration. Opdate ppc 02/03/2007.

404/2008 AWARD VARIATION
Award varied. Sch. 1 Salaries re Minimum Standard for Remuneration. Opdate ppc 01/01/2008.

5973/2008 AWARD VARIATION
Award varied. Cl. 30 Safety Net Adjustments, New Cl. 30A Economic Incapacity Applications, Sch. 1, 4, 6 Salaries re SWC 2008. Opdate ppc 01/10/2008.

5784/2009 AWARD VARIATION
Award varied. Sch. 1 Salaries, Sch. 2 Allowances re SWC 2009. Opdate ppc 01/10/2009.

Case Number	*Description*
4354/2010	AWARD CONDITIONS Industrial dispute re ComCen restructure - Senior Sergeants.
4670/2010	AWARD VARIATION Award varied. Sch. 1 Salaries, Sch. 2 Allowances re SWC 2010. Opdate ppc 01/10/2010.
2041/2011	AWARD VARIATION Award varied. Sch. 2 Allowances re Out of pocket allowances. Opdate ppc 01/07/2011.
2828/2012	AWARD VARIATION Award varied. Sch. 1 Salaries re SWC 2012. Opdate ppc 01/07/2012.
4217/2012	INTERPRETATION re rental assistance subsidies. Appln withdrawn.
05226/2012	AWARD VARIATION Award varied. Sch 2 Allowances re SWC 2011 & 2012. Opdate ppc 21/03/2013.
3164/2013	AWARD VARIATION Award varied. Sch. 1 Salaries, Sch, 2 Allowances re SWC 2013. Opdate ppc 01/07/2013.
3510/2013	AWARD VARIATION Award varied. Sch. S2.1 Out of Pocket Allowances. Opdate ppc 01/07/2013.
4454/2014	AWARD VARIATION Award varied. Sch. 1 Salaries, Sch, 2 Allowances re SWC 2014. Opdate ppc 01/07/2014.
5919/2014	DISPUTE Question referred for arbitration: Has SAPOL consulted in accordance with the EA and did SAPOL genuinely consider its obligations regarding facilitating the balance of work and family responsibilities? [2017] SAIRComm 4. Application discontinued.
981/2015	AWARD VARIATION Award varied. Sch. 2 – Cl. S2.5 Meal Money. Opdate ppc 22/12/2014.
6457/2015	AWARD VARIATION Award varied. Sch. 1 Salaries, Sch, 2 Allowances re SWC 2015. Opdate ppc 01/07/2015.
9344/2015	AWARD VARIATION Award varied. Sch. 2 – Cl. S2.5 Meal Money. Opdate ppc 22/12/2015.
3199/2016	AWARD VARIATION Award varied. Sch. 1 Salaries, Sch, 2 Allowances re SWC 2016. Opdate ppc 01/07/2016.
6275/2016	AWARD VARIATION Award varied. Sch. 1 Salaries re new classification of Junior Cadet aged under 21 years. Opdate ppc 22/12/2016.
7051/2016	AWARD VARIATION Award varied. Sch. 2 – Cl. S2.5 Meal Money. Opdate 22/12/2016.

Case Number	*Description*
3300/2017	AWARD VARIATION Award varied. Sch. 1 Salaries, Sch, 2 Allowances re SWC 2017. Opdate ppc 01/07/2017.
5198/2017	AWARD VARIATION Award varied. New Cl. 4.17 and New Sch. 4 re Additional Compensation for Certain Work Related Injuries or Illnesses. Opdate 30/09/1987.
6161/2017	AWARD VARIATION Award varied. Cl. 1.4 Definitions, Cl. 5.1 Hours of Work re part day public holiday. Opdate 01/03/2018.
1082/2018	AWARD VARIATION Award varied. Sch. 2 – Cl. S2.5 Meal Money. Opdate ppc 22/12/2017.
4277/2018	AWARD VARIATION Award varied. Sch. 1 Salaries, Sch, 2 Allowances re SWC 2018. Opdate ppc 01/07/2018.
ET-19-01422	AWARD VARIATION Award varied. Sch. 1 Salaries, Sch, 2 Allowances re SWC 2019. Opdate ppc 01/07/2019.
ET-19-02033	AWARD VARIATION Application withdrawn re Cl. 5.1.7 Rest Days Off Duty.
ET-19-00610	S99 REVIEW OF AWARD Award varied. Cl. 1.2 Arrangement, Cl. 1.3 Scope, Parties Bound and Locality, Cl. 1.4 Definitions, Cl. 2.1 Dispute Resolution Process, Cl. 3.2 Continuous Service, Cl. 3.3 Anti-Discrimination, Cl. 4.5 First Aid, Cl. 4.10 Locality Allowances, Cl. 4.14 Allowances in Lieu of Penalty Rates, Cl. 4.16 Special Provisions for Radio Technicians, Cl. 5.1 Hours of Work, Cl. 5.2 Overtime, Cl. 6.2 Personal Leave – Injury and Sickness, Cl. 6.4 – Parental Leave, Cl. 7.1 Motor Vehicle Reimbursement Rules, Part 8 – Occupational Health and Safety Matters, Equipment, Tools and Amenities (heading), Sch. 1 Salaries – Police Officers And Defined Members (cl. S1.5 Economic Incapacity Applications), Sch. 4 Additional Compensation for Certain Work Related Injuries or Illnesses. Opdate 01/10/2019.
ET-20-00642	AWARD VARIATION Award varied. Sch. S1.1 Minimum Salaries re deletion of words "during the 12 month course", Sch. S2.5 Meal Money. Opdate ppc 19/12/2019.
ET-21-00552	AWARD VARIATION Award varied. Sch. 1 Salaries re SWC 2020 (wages). Opdate ppc 01/07/2020.
ET-21-00552	AWARD VARIATION Award varied. Sch. 2 Allowances re SWC 2020 (allowances). Opdate ppc 01/07/2020.
ET-22-00821	AWARD VARIATION Award varied. Sch. 1 Salaries, Sch, 2 Allowances re SWC 2021. Opdate ppc 01/07/2021.
ET-23-00803	AWARD VARIATION Award varied. Sch. 1 Salaries, Sch, 2 Allowances re SWC 2022. Opdate ppc 01/07/2022.
ET-22-05156	AWARD VARIATION Award varied.Sch, 2 Allowances. Opdate ppc 09/04/2022

Case Number	*Description*
ET-23-05990	AWARD VARIATION Award varied. Sch. 1 Salaries, Sch, 2 Allowances re SWC 2023. Opdate ppc 01/07/2023.
ET-24-05140	AWARD VARIATION Award varied. Sch. 1 Salaries, Sch, 2 Allowances re SWC 2024. Opdate ppc 01/07/2024.
ET-25-02729	AWARD VARIATION Award varied. Sch. 1 Salaries, Sch, 2 Allowances re SWC 2025. Opdate ppc 01/07/2025.
ET-26-04300	AWARD VARIATION Award varied. Sch. 1 Salaries, Sch, 2 Allowances re SWC 2026. Opdate ppc 01/07/2026.