



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

SOUTH AUSTRALIAN POLICE ENTERPRISE AGREEMENT 2016

File No. 3749 of 2017
Cross Reference File No. 1967 of 2016

VARIATION ORDERS MADE PURSUANT TO SECTION S.84 ON 21 August 2017

1. **THAT** the Enterprise Agreement be varied as follows:
 - (a) replacing Schedule 3: Hard to Fill Rural Attraction and Retention Entitlements, Schedule 4: Allowances and Schedule 5: Allowances – Operative FFPP on or After 1 July 2016 as set out in the revised pages 45, 46 and 47 appended hereto.

2. **THAT** the said variation will operate on and from 21 August 2017 and is to have a life for the balance of the currently approved Enterprise Agreement.

PURSUANT TO SECTION S.84
OF THE FAIR WORK ACT 1994, SAET HEREBY
APPROVES THIS VARIATION OF THE ENTERPRISE
AGREEMENT.



DATED 21 AUGUST 2017.

COMMISSIONER



SOUTH AUSTRALIAN POLICE ENTERPRISE AGREEMENT 2016

**File No. 3749 of 2017
Cross Reference File No. 1967 of 2016**

**CONSOLIDATED AGREEMENT AS AT
21 AUGUST 2017 AS SUPPLIED BY THE
PARTIES AND INCORPORATING ALL
AMENDMENTS SINCE THE ORIGINAL
APPROVAL WAS GRANTED ON 26 MAY 2016**

SAETIR001010AVP16 428

SOUTH AUSTRALIA POLICE

ENTERPRISE AGREEMENT 2016

Between
Chief Executive, Department of the Premier and Cabinet
(as the declared public employer under the *Fair Work Act 1994*)
and
Police Association of South Australia
in respect of
South Australia Police employees bound by this Agreement



**Government
of South Australia**

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PART A – THE ENTERPRISE AGREEMENT

1. ENTERPRISE AGREEMENT

- 1.1 The South Australia Police Enterprise Agreement 2016 (Agreement) is made pursuant to the *Fair Work Act 1994* (Chapter 3, Part 2) and will have effect only if approved by the Industrial Relations Commission of South Australia.
- 1.2 The term of this enterprise agreement will be for a period of three years commencing from the date of approval by the Industrial Relations Commission of South Australia (IRCSA).
- 1.3 The parties agree that negotiations for a subsequent enterprise agreement will commence no later than 1 April 2018.

2. PARTIES BOUND

- 2.1 This Agreement is binding on:
 - 2.1.1 The Chief Executive, Department of the Premier and Cabinet (as the declared employer under the Fair Work Act 1994) and the Commissioner of Police, in their employer capacity in respect of employees covered by this Agreement;
 - 2.1.2 The Police Association of South Australia (PASA) and its members (who are covered by this Agreement); and
 - 2.1.3 Police officers, Officers of Police, Community Constables and Cadets of the South Australia Police (SAPOL) whose rank or classification appears in Schedule 1, whether or not members of PASA.

3. OBJECTS AND COMMITMENTS

- 3.1 This Agreement builds on the major change initiatives and productivity gains of previous agreements and reflects enhanced employee/management relationships.
- 3.2 The objects of this Agreement are, and the parties are committed to:
 - 3.2.1 Enabling SAPOL employees to be productive and responsive to the service needs of SAPOL and the public.
 - 3.2.2 Engaging in good faith in policing reforms and changes consistent with the objectives of the South Australia Strategic Plan and SAPOL 2020; the SAPOL Organisational Reform Program; and the strategic and operational objectives of the Commissioner of Police and South Australia Police, including giving effect to technological, productivity and other service delivery improvements.
 - 3.2.3 The introduction and continuation of a broad range of initiatives which allow SAPOL to enhance its service delivery, through meeting community expectations and being recognised as a progressive and professional organisation.
 - 3.2.4 Initiatives that clearly communicate that SAPOL's commitment and organisational values strongly focus on its people with enhanced career opportunities and emphasis on leadership and personal development. It supports the Government and the Fair Work Act philosophy of encouraging and assisting employees to balance their work and family responsibilities with mutually beneficial flexible working arrangements.
 - 3.2.5 Supporting workforce flexibility, development and performance; and the retention of policing knowledge and experience.
 - 3.2.6 Continuing to adapt to the needs of South Australian communities by reviewing its performance and striving for best practice through ongoing workplace change, management improvement, quality management, customer service and a focus on achievement and excellence.
 - 3.2.7 Initiatives that will contribute significantly to a workplace culture that encourages all employees to improve their level of knowledge and skill, and to maintain the clear resolve of being held in the highest regard as a modern, motivated, progressive and professional organisation, responsive to the community's need and expectations.

4. NO EXTRA CLAIMS

- 4.1 During the life of this Agreement, the parties undertake not to pursue claims except where consistent with and contemplated by this Agreement and except where consistent with the State Wage Case Principles, or its successor.
- 4.2 PASA, its members and employees covered by this Agreement acknowledge that this Agreement satisfies all claims that might have arisen from any of the Agreements superseded by this Agreement.
- 4.3 The rates provided for in this Agreement are inclusive of all previously awarded Safety Net Adjustments and all future increases during the term of this Agreement arising out of *General Review of Award Wages and Minimum Standard for Remuneration* (or its equivalent), including Safety Net Adjustments, living wage adjustments or general increases, however described.
- 4.4 During the 12 months preceding the nominal expiry date, PASA may raise with SAPOL implementation or related matters arising from the operation of this Agreement, provided it is without any actual or threatened (including support for) industrial action or alteration in the performance of duties, and without any obligation on the part of a party to vary the operation or effect of this Agreement.

5. INTERPRETATION

- 5.1 This Agreement will be read and interpreted in conjunction with the Police Officers Award (the "applicable award") provided that where there is any inconsistency, this Agreement will take precedence.
- 5.2 "Officer of Police" means any member of SA Police of or above the rank of Inspector but below the rank of Assistant Commissioner (including Commissioned Officers of such rank).
- 5.3 "Special Annual Leave" is an additional 40 hours (5 working days) of annual leave which forms part of the Level 2 Incentives applicable to police officers holding permanent positions in the Anangu Pitjantjatjara Lands and Yalata Lands and Oodnadatta.
- 5.4 "Commissioner of Police" includes a person acting in that position and a delegate.

PART B – CONSULTATION AND DISPUTE RESOLUTION**6. CONSULTATIVE PROCESS**

- 6.1 The parties to this Agreement acknowledge the importance of SAPOL having a continuous improvement agenda and SAPOL agrees to provide the opportunity for employees and their representatives to participate, through consultation, in the ongoing review of systems, processes and work practices throughout SAPOL.
- 6.2 The parties acknowledge that, with the exception of clause 41, issues of Government policy, service levels and resource allocation fall outside the parameters of this Agreement and that SAPOL undertakes, where ever possible, to keep employees informed of these issues.

7. GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES

- 7.1 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.
- 7.2 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.
- 7.3 No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 7.4 Any grievance or dispute will be handled as follows:
- 7.4.1 All parties have a right to seek representation in order to resolve any dispute.
- 7.4.2 Stage 1 Discussion between the employee/s and supervisor/local manager.

- 7.4.3 Stage 2 Discussions involving the employee/s and nominated delegates with the Industrial Relations Manager or nominated delegate.
- 7.4.4 Stage 3 Discussions involving nominated delegates with the Industrial Relations Manager. At this stage, discussions may include representatives of the Department of the Premier and Cabinet, Office for the Public Sector.
- 7.5 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.
- 7.6 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.
- 7.7 Throughout all stages of the procedure all relevant facts will be clearly identified and recorded.
- 7.8 Sensible time limits will be allowed for the completion of the various stages of the discussions. Discussions outlined in Stages 1 and 2 above, should if possible, take place within 24 hours after the request of the employee/s or the employee's representative.
- 7.9 Emphasis should be placed on a negotiated settlement. However, if the process is exhausted without the dispute being resolved, any party may refer the matter to the Industrial Relations Commission of South Australia.
- 7.10 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.
- 7.11 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.

PART C – REMUNERATION

8. SALARY INCREASES

- 8.1 This Agreement provides for the following salary increases from the beginning of the first full pay period on or after:
- 8.1.1 1 July 2015: 2.5% pa general increase
- 8.1.2 1 July 2016: 2.5% pa general increase
- 8.1.3 1 July 2016: police specific inter jurisdictional adjustment (as per Schedule 1)
- 8.1.4 1 July 2017: 2.5% pa general increase
- 8.1.5 1 January 2018: police specific inter jurisdictional adjustment (as per Schedule 1)
- 8.2 The first salary increase in the next Enterprise Agreement will apply from the beginning of the first full pay period commencing on or after 1 July 2018
- 8.3 Schedule 1 sets out the salary rates.

9. COMMUNITY CONSTABLES

- 9.1 A Community Constable who has completed three years of satisfactory service will progress to Senior Community Constable. Satisfactory service is determined by the employee's supervisor in consultation with the Community Constable Coordinator.
- 9.2 Incremental progression for Senior Community Constables will be based on 12 months service on each incremental step with the additional requirement that progression from Senior Community Constable Increment 2 to Senior Community Constable Increment 3 will be contingent upon successful completion of the Senior Community Constable Progression Assessment.

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

In Situ Progression Process

- 10.1 In situ promotion is a process whereby employees who have met all criteria for promotion to a particular rank will be able to progress to that rank in the role they are currently performing.
- 10.2 In situ progression from Constable to Senior Constable will occur 5 years after permanent appointment (5 years of service at the rank of Constable), subject to qualification for the rank of Senior Constable.
- 10.3 Constables who become Senior Constables through in situ progression will progress according to years of service through the Senior Constable incremental range up to and including Increment Level 6.
- 10.4 To facilitate in situ progression, Position Information Documents (PIDs) will be grouped into the following categories:
- 10.4.1 Constable/Senior Constable PIDs
 - 10.4.2 Senior Constable First Class PIDs
 - 10.4.3 Senior Constable First Class PIDs with service conditions including the availability of Brevet Sergeant classification:
- 10.5 There will be no higher duties relieving in Constable/Senior Constable positions.
- 10.6 Members who have joined the Police Band after 1 October 2004 will only be eligible to progress to Senior Constable provided they are able to meet normal recruit entry standards and successfully complete all aspects of the Constable Development Program (which includes a Recruit Training Course and a period as a Probationary Constable during which they are required to demonstrate designated workplace competencies) prior to satisfying the requirements for in situ progression as provided in clause 10.1.
- 10.7 As per the Increment Progression Policy in South Australia Police Gazette 167/02, aggregated periods of higher duties relieving in Senior Constable positions between the dates of 19 November 1998 and 1 October 2004, which are of twelve months, will be recognised for the purposes of determining the Senior Constable incremental level to which a Constable, eligible for in situ promotion, may proceed. In exceptional circumstances, long-term higher duty performance prior to 19 November 1998 may be aggregated. From 1 October 2004, clause 38 of this Agreement will apply with respect to incremental progression.

Senior Constable First Class

- 10.8 Entry to the rank of Senior Constable First Class is via:
- 10.8.1 selection on merit to Senior Constable First Class positions, or
 - 10.8.2 by a Senior Constable completing the Sergeant Qualification Program (or past equivalent) and completing 12 months of service on Increment 4.
- 10.9 All members satisfying entry requirements as per clause 10.8 hold the rank of Senior Constable First Class. As per Regulation 5(b) of the *Police Regulations 2014*, the relative seniority as between 2 members of the same rank, the senior member is the member who has been holding the rank continuously for the longer period of time. Should two members have held the same rank for the same period of time, the member whose previous rank was higher is the senior, or if the previous rank of both was the same, the member who held that previous rank for the longer period of time is the senior. If seniority has still not been distinguished, then the member who has had the longest continuous service in the force since permanent appointment as a constable is the senior.
- 10.10 The Commissioner of Police will determine the positions to which the rank of Senior Constable First Class will apply.

Brevet Sergeant

- 10.11 The Commissioner of Police will determine the functions to which the Brevet Sergeant classification will apply.

- 10.12 Senior Constables and Senior Constables First Class who perform defined functions (as approved by the Commissioner of Police) and who satisfy required competencies or qualifications or other requirements, will hold the classification of Brevet Sergeant.
- 10.13 Members who hold the classification of Brevet Sergeant will receive a payment of an amount per annum as per Schedule 4 in addition to their incremental salary.
- 10.14 From the first full pay period commencing on or after 1 July 2016, the Brevet Sergeant classification will apply to **all** Senior Constable and Senior Constable First Class positions that perform defined functions as approved by the Commissioner of Police. All these positions will attract the Brevet Sergeant payment of an amount per annum as per Schedule 4. The payment **will** form part of annual salary and apply for all Award, Long Service Leave, Enterprise Agreement and superannuation purposes, and will continue whilst the employee is absent on all other forms of paid leave.
- 10.15 Members who work on a part-time basis will receive the payment on a pro-rata basis.
- 10.16 The payment will be made fortnightly.
- 10.17 The Commissioner of Police retains the discretion to apply the Brevet Sergeant classification to other function/s during the life of the Agreement, where appropriate.
- 10.18 Members will hold the classification of Brevet Sergeant and receive the Brevet Sergeant payment only for the period of time that they are in a position performing the recognised function within approved areas.
- 10.19 The parties agree that a minimum of 145 Brevet Sergeant second-in-charge positions will be created within District/LSA patrols, Road Policing Section, Passenger Transport Safety Branch and Communications Group. The Brevet Sergeant positions within District/LSA patrol teams will apply in the first instance to general duties patrol teams currently meeting the criteria for the Senior Patrol Officer Allowance.

11. SENIOR SERGEANTS

Senior Sergeant First Class

- 11.1 Progression to the classification of Senior Sergeant First Class is via:
- 11.1.1 selection on merit to a Senior Sergeant First Class position; or
 - 11.1.2 from 1 July 2016, in situ progression from Senior Sergeant to Senior Sergeant First Class where a Senior Sergeant completes 10 years of service at the rank of Senior Sergeant (does not include relieving at the rank).
- 11.2 Members holding the classification of Senior Sergeant First Class will receive a payment of an amount per annum as per Schedule 4 in addition to their incremental salary.
- 11.3 The payment **will** form part of annual salary and apply for all Award, Long Service Leave, Enterprise Agreement and superannuation purposes, and will continue whilst the employee is absent on all other forms of paid leave.
- 11.4 Members who work on a part-time basis will receive the payment on a pro-rata basis.
- 11.5 The payment will be made fortnightly.
- 11.6 Members will hold the classification of Senior Sergeant First Class and receive the Senior Sergeant First Class payment only for the period of time that they are holding the position classified as Senior Sergeant First Class unless they have attained the classification through in situ progression.
- 11.7 Members relieving (as per clause 4.15 of the Police Officers Award) into positions classified as Senior Sergeant First Class, will receive the fortnightly allowance for the duration of their relieving period.
- 11.8 The Commissioner of Police retains the discretion to apply the Senior Sergeant First Class classification to other position/s during the life of the Agreement, where appropriate.

12. PEGGED EMPLOYEES

- 12.1 Any employees in receipt of a "pegged" rate of pay will not receive the increases referred to in this Agreement, unless the increase to the substantive rate of pay for an employee's

classification brings that rate up to an amount higher than the pegged rate. In this case, the increase payable will be the difference between the new substantive rate and the pegged rate. Once the rate of pay for the employee's classification equals or exceeds the employee's pegged rate, the employee will, for all purposes, be regarded as not being subject to a pegged rate of pay.

13. ON CALL ALLOWANCES AND GUIDELINES

- 13.1 On Call is a method whereby the nominated employee is available to be recalled to duty at short notice.
- 13.2 The parties' aims in respect to clause 4.3 of the Police Officers Award relative to On Call are to:
- 13.2.1 Meet Work Health and Safety obligations
 - 13.2.2 Provide best practice service delivery
 - 13.2.3 Ensure employees have a fair and equitable working environment, and
 - 13.2.4 Ensure the guidelines are consistent with the Police Officers Award and this Enterprise Agreement.
- 13.3 In lieu of clause 4.3.1 of the Police Officers Award:
- 13.3.1 Employees bound by this Agreement who are rostered on call for a single night or part thereof, or a period between successive shifts or part thereof will receive an additional amount for each specified on call period. The rates are:
- (a) From 1 October 2014 \$29.95
 - (b) From 1 October 2015 \$30.70
 - (c) From 1 October 2016 \$31.45
- 13.3.2 The rates contained in clause 13.3.1 will increase to maintain equivalence with the on call rates payable under any successor to the South Australian Public Sector Wages Parity Enterprise Agreement: Salaried 2014 (as and when such increases take effect within that Agreement).
- 13.3.3 Employees bound by this Agreement who are rostered to be on-call during any part of a Saturday, Sunday, Public Holiday that they are not required to work, or any other day that an employee would normally be rostered off duty (including a programmed day off) will receive an amount as shown below. The rates are:
- (a) From 1 October 2014 \$52.35
 - (b) From 1 October 2015 \$53.65
 - (c) From 1 October 2016 \$55.00
- 13.3.4 The rates contained in clause 13.3.3 will increase to maintain equivalence with the on call rates payable under any successor to the South Australian Public Sector Wages Parity Enterprise Agreement: Salaried 2014 (as and when such increases take effect within that Agreement).
- 13.4 SAPOL will not, as a matter of course, require any employee to be on call more frequently than 7 days in every 21 days. Notwithstanding, the operational requirements of specific functions may require more frequent on call requirements. Such arrangements will be the exception. No employee however, should be rostered or required to be on call more frequently than a total of 7 days in every 14 days. Any arrangement that would require an employee to be on call more frequently than 7 days in every 14 days must only be introduced where the employee concerned genuinely agrees to it and be assessed with respect to the requirements of the Work Health and Safety legislation. Rostering of on call will provide for a clear break between periods of on call of 7 clear days. This does not preclude short notice changes to on call arrangements in unforeseen circumstances.
- 13.5 A precise on call disposition roster will be posted in each workplace that details periods where an employee is required to be on call. This roster will give employees a minimum of 14 days notice of respective on call requirements, with 28 days notice being given where possible. The frequency, duration etc of being on call is to be established through consultation with the employees affected and if requested by the employees, their representatives, having particular regard to Work Health and Safety considerations.

- 13.6 If an employee on the on call roster wishes to interchange with another employee on the roster, that employee may do so providing the approval of the employee in charge is obtained before the normal finishing time and that the interchange is consistent with clause 13.4 of this Agreement. Every reasonable request should be granted to an employee who wishes to interchange their rostered on call requirement to assist that employee to balance their work and family responsibilities.
- 13.7 Employees rostered on call will not be required to remain at home for the whole time of the on call but may leave their home, provided that they can be contactable by telephone or pager and be able to respond in reasonable time to a call out to duty.
- 13.8 Employees who are rostered on call will be provided with and use any equipment required for their work which may include a vehicle, mobile phone or pager. Telephone rental and business call reimbursement provisions contained in the SAPOL General Duties Manual are not affected by these provisions and will continue to apply.
- 13.9 Where on call is a regular requirement of any particular position, the position information document will clearly identify that requirement. Notwithstanding that all police employees may be required to be on call for specific occasions.
- 13.10 This clause will not apply to employees located at one and two police officer country stations, officers attached to the Criminal Investigations Branch employed at country stations with an establishment of less than three Criminal Investigations officers, police officers stationed on the Anangu Pitjantjatjara Lands, or Yalata Lands or Oodnadatta, officers in receipt of the Passive Duty Allowance under clause 4.4 of the Police Officers Award, officers rostered for after hours duty, employees whilst actually engaged in a declared field operation, or Officers of Police.
- 13.11 If an employee on call is unable to respond to duty due to illness, injury or other unavoidable events, the employee is required to inform the workplace supervisor or employee in charge as soon as reasonably practicable to allow alternative on call arrangements to be initiated.
- 13.12 In circumstances where employees are aggrieved by the rostering of on call and the matter cannot be resolved at the local level, a meeting will be convened between the respective Officer in Charge for the area concerned, Manager Industrial Relations Branch or delegate, and a PASA representative. If the matter cannot be satisfied at this level, then stage three of the grievance and dispute avoidance procedures clause will be enacted.
- 13.13 Where an employee rostered to be on call, is recalled to duty, that employee will receive the normal overtime provisions in accordance with the relevant provisions of the Police Officers Award and relevant Enterprise Agreement.

14. ONE AND TWO PERSON STATIONS

- 14.1 The parties' aims in respect to clause 14 employees are to:
- 14.1.1 Meet Work Health and Safety obligations
 - 14.1.2 Provide best practice service delivery
 - 14.1.3 Ensure that employees have a fair and equitable working environment
 - 14.1.4 Ensure the guidelines are consistent with the Police Officers Award and this Agreement
- 14.2 To meet these aims, the parties agree to implement the following conditions:

Allowance Conditions

- 14.3 In lieu of clause 4.14.1 and 4.14.2 of the Police Officers Award, all Police Officers employed in one or two person stations, or Country Investigation Sections with an establishment of less than three, will receive an allowance of 35 per centum to reflect modern country policing duties that include traffic policing as a core general duties requirement.
- 14.3.1 An officer in receipt of this allowance is not entitled to payment of any on call and/or recall allowance/s except as expressly provided in this clause. The parties agree that this has been the case prior to the insertion of this sub-clause and that this sub-clause has been included to make it expressly clear that this allowance has previously, and continues to be, inclusive of on call and/or recall allowances.

- 14.4 The allowance will continue whilst an officer is absent on the following paid leave entitlements:
- Care of sick child
 - Urgent Pressing Necessity
 - Compassionate
 - Family Carers
 - Pre-natal
 - Maternity\Adoption.
- 14.5 The allowance will continue during periods when an officer is absent on accrued Time Off in Lieu of Overtime regardless of the day or shift that has been rostered.
- 14.6 The allowance will continue whilst an officer leaves an area temporarily to attend training commitments providing the officer returns to an area where the allowance is applicable at the completion of the training.
- 14.7 The allowance will continue whilst an officer is on Programmed Hours Off.
- 14.8 The allowance will not be paid on any day that an officer is absent on sick leave, long service leave, police service leave, or unpaid leave.
- 14.9 The clause 4.14 Police Officers Award allowance is paid in lieu of penalties prescribed by clauses 5.1 (excluding clause 5.1.8), 4.11, and 5.2 of the Police Officers Award and their associated clauses in this Agreement.
- 14.10 Employees subject to this allowance are required to work according to approved rosters for 10 days in each 14 day pay period. Four days in each 14 day pay period will be rostered as Rest Days Off (RDO).
- 14.11 Employees subject to this allowance are required to work an average of 152 hours over 28 consecutive days.
- 14.12 The number of ordinary hours to be worked in any day will not be less than 8 hours, excluding meal breaks.
- 14.13 Recall to work on RDOs will be for an emergency or an urgent requirement for immediate police attendance and will not form part of a regular rostered duty that will in effect do away with the RDO.
- 14.14 Flexible rostering principles that apply throughout SAPOL will generally apply for rosters associated with one and two person stations, with rosters designed to accommodate the provision of an appropriate policing service to rural communities. With prior approval of the LSA manager or delegate, Rest Days Off may be altered to accommodate planned events and alternate RDOs should be rostered. Where there are insufficient days in the current pay fortnight to enable 4 RDOs as a result of the RDO alteration to accommodate a planned event, an alternate RDO will be taken in the following pay fortnight.
- 14.15 This effectively permits rostered RDOs from one fourteen day pay period to be deferred in to the next pay period when insufficient days remain for all rostered RDOs to be taken in the current pay period. SAPOL and PASA require particular attention to be given to work health and safety aspects associated with working on an excessive number of consecutive days when the deferment of RDOs is being contemplated. All rosters will continue to provide four RDOs in each pay period. For administrative purposes, RDOs deferred into the next period will be recorded as overtime (time off in lieu) in one period and taken as time off in lieu in the next period.
- 14.16 Diversion of Telephones when on Rest Days Off:
- 14.16.1 Members will divert telephones to the appropriate 24 hour Police Station or another Station which has a police officer on duty when rostered on RDOs, PDOs and Public Holidays (Rostered Off) to ensure that those days are uninterrupted other than by a necessary recall to duty.
- 14.16.2 Recall to duty in accordance with clause 14.16.1 will be in circumstances of an emergency or an urgent requirement for immediate police attendance.
- 14.17 Recalled to work on a Rest Day Off (RDO) in the member's clause 14 Police Station District:
- 14.17.1 Recall to duty for an emergency or an urgent requirement for immediate police attendance where 4 hours or less are worked will continue to be covered by the allowance.

- 14.17.2 Recall to duty for an emergency or an urgent requirement for immediate police attendance where more than 4 hours is worked, will entitle the person to time off in lieu (TOIL) on an hour for hour basis to the nearest 15 minutes for the time worked in excess of 4 hours, with no option for payment.
- 14.17.3 A second or subsequent recall to duty for an emergency or an urgent requirement for immediate police attendance on the same RDO (regardless of the amount of time worked on the first recall) will entitle the person to Time Off in Lieu (TOIL) on an hour for hour basis to the nearest 15 minutes for all time worked (excluding the first recall if 4 hours or less).
- 14.18 Recalled to work on a Rest Day Off into another clause 14 Police Station District:
- 14.18.1 Recall to duty for an emergency or an urgent requirement for police attendance will entitle the person to time off in lieu (TOIL) on an hour for hour basis to the nearest 15 minutes with no option for payment for all hours worked.
- 14.19 Recalled to work on a Rest Day Off into a non clause 14 Police Station District:
- 14.19.1 Recall to duty for an emergency or an urgent requirement for police attendance will entitle the person to payment at overtime rates in accordance with clause 5.2 of the Police Officers Award in addition to the clause 14 allowance whilst undertaking duties in that district.
- 14.20 Rostered to work in a non clause 14 Police Station District on a Saturday, Sunday or Public Holiday for a Specific Rural Event or Operation:
- 14.20.1 In lieu of the clause 14 allowance a payment at the Award rates of 50% for a Saturday or Sunday and 150% for a Public Holiday will apply.
- 14.21 Recalled to work on Programmed Day Off (PDO):
- 14.21.1 No additional payment as this requirement is included in the clause 14 allowance.
- 14.21.2 An alternate PDO will be granted if recalled to work within the rostered shift hours for that day.
- 14.21.3 If recalled to work outside of the rostered shift for that day no additional payment or alternate PDO as the PDO has been taken.
- 14.22 Work on Public Holidays in own clause 14 Police Station District:
- 14.22.1 May be rostered to work for up to 5 Public Holidays in any financial year without additional payment.
- 14.22.2 May be recalled to work on a public holiday that has been rostered for work (1 of the 5 public holidays in a financial year) without additional payment.
- 14.22.3 Entitled to clause 5.2 of the Police Officers Award public holiday penalty rates (150%) in lieu of the clause 14 allowance if rostered to work on a public holiday after having worked 5 public holidays for that financial year.
- 14.22.4 Entitled to Time Off in Lieu (TOIL) if recalled for an emergency/urgent requirement for police attendance on a public holiday that has been allocated as a grace day (i.e. over and above five public holidays that have been worked or rostered to work).
- 14.23 Where a rostered day off (Monday to Friday) coincides with a public holiday, and the member is not required to work on that day in accordance with clause 14.22, the member may alter their rostered day off to another non-public holiday day in that fourteen day period. This roster alteration is to be undertaken in consultation with the relevant Local Service Manager or Senior Sergeant prior to the day.
- 14.24 Clause 14 workers directed to work on independently funded road safety initiatives (e.g. State or Federally funded RBT operations) will be paid in addition to the clause 14 allowance, the applicable penalties when required to work in circumstances for which those penalties would have been payable if the employees were shift workers, if the operation is conducted outside of their allocated district. Those penalty payments will only apply to the actual hours worked on independently funded road safety initiatives.

Overtime

- 14.25 There are two types of activities that occur outside of ordinary hours that are categorized as overtime for employees subject to this allowance. These can be defined as follows:
- 14.25.1 Tasking / Emergency Overtime:-Where an employee is directly required to respond for an emergency or an urgent requirement for police attendance. This overtime will come under one or more of the category codes listed in the Workforce Central Timecard Instructions.
 - 14.25.2 Self Generated Overtime:-Where an employee works overtime other than where there is a necessity for the employee to return to duty for an emergency or an urgent requirement for police attendance. The employee has control over this overtime and has alternatives available other than an immediate return to duty. Those alternatives may include changing rostered hours of duty to meet known commitments. Employees are not required to return to duty to service routine public inquiries on RDOs, PDOs or other occasions out of ordinary rostered hours.
- 14.26 Members are required to obtain prior authority to work overtime from the LSA Manager, Senior Sergeant or nominee. When it is not practicable to obtain this authority, the LSA Manager, Senior Sergeant or nominee will be informed of the overtime being worked as soon as it is practicable in order that approval is obtained.
- 14.27 Self-generated overtime is to be strictly controlled, and to that end will be recorded on Workforce Central timecards.
- 14.28 Other than in exceptional circumstances where overtime is necessary, it will be so arranged that employees have at least 8 consecutive hours off duty between work on successive days. Employees will not return to duty within the 8 consecutive hours off duty period without the approval of the LSA Manager or Senior Sergeant, and then only for an emergency or an urgent requirement for police attendance.
- 14.29 Recall to duty outside of rostered hours will be in response to an emergency or an urgent requirement for police attendance. Telephones will be diverted when employees are on RDOs, PDOs or out of their district, or have been relieved from duty by their LSA Manager or Senior Sergeant.
- 14.30 Where employees subject to this allowance are rostered to work outside of their station district by the LSA Manager or Senior Sergeant, alongside employees in receipt of shift and or overtime penalties, they are to receive overtime payments for all time worked in excess of eight ordinary hours.

Managerial Guidelines

- 14.31 Managers responsible for employees subject to this allowance are to ensure that the hours and days on which Police Station Offices will be open for the public for routine police matters are clearly advertised at the front of the station and that the community is made aware of them. Such hours and days are to be developed through consultation with stakeholders. Employees will not be required to return to duty to service routine station orientated matters outside the identified hours / days or whilst on RDOs and PDOs.
- 14.32 Where prior notice of commitments outside of normal working hours is received, hours of duty are to be adjusted where practicable to include such commitments in the ordinary hours of work for that day.
- 14.33 Employees will not ordinarily be required to return to duty on RDOs and PDOs except for an emergency or an urgent requirement for police attendance.
- 14.34 LSA Managers or Officers in Charge are to ensure that adequate coverage is provided at all times for emergency deployment whilst employees are on RDOs and PDOs or absent from their district.
- 14.35 Employees are to be clearly instructed by managers that they are to have four RDOs during each fourteen-day pay period. (Refer to clause 14.14 where insufficient days remain in a current pay period).
- 14.36 It is incumbent upon both managers and employees to adhere to these guidelines. The purpose of these guidelines is to ensure a consistent approach across SAPOL for clause 14 workers. Clause 14 workers have unique policing responsibilities to the community in which they serve, and should generally not be required to perform extraneous duties outside of their

geographical district. It is recognised however, that all police have an obligation to assist where ever needed. If this occurs, then LSAs may incur additional penalty entitlements for this group of employees in accordance with these guidelines or relevant Police Officers Award/Enterprise Agreement provisions to compensate them for the additional social dislocation incurred.

Telephones

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

Station Reliefs

- 14.41 Two person stations or units will not as a general rule be provided with a relief member whilst one member is absent on leave or for some other purpose unless an assessment of operational requirements and efficiency coupled with service delivery, indicates a need to do so. The decision to relieve those positions remains with the LSA Manager.
- 14.42 Distance between neighbouring stations, work load, seasonal and local conditions are factors that will be considered in determining whether a one person station or unit is to be provided with a relief officer during the absence of the incumbent employee.
- 14.43 Managers are to ensure sufficient arrangements are in place to provide adequate coverage to those stations/units or areas if a relieving officer is not provided. Due regard will be given to operational requirements and efficiency, service delivery, work health and safety, and employee social and family considerations.
- 14.44 The second officer at two person stations or units may be used to relieve other stations or units where the allowance applies. This option may be used as a developmental strategy for those officers to gain wider experience. This may require the officer to travel daily from the home station to the station or unit where relief is being provided. The relieving officer will have responsibility for emergency and tasking responses in the area being relieved, and will have access to a SAPOL vehicle for this period for the purpose of travelling to and from the area being relieved.

Work Health and Safety

- 14.45 Managers and employees have a duty to ensure that safe working practices are adopted in respect of employees subject to this allowance.
- 14.46 Employees are not to work excessive hours without periods of at least 8 consecutive hours of rest.
- 14.47 Excessive hours means any period of continuous duty which exceeds 12 hours or where an employee has worked so much overtime as to be too fatigued to be able to work safely.
- 14.48 Employees will have the right to consult with their LSA Manager at any time they are directed to undertake any duty when they believe they are so fatigued as to be unable to carry out that duty safely.

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

Guidelines Review

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

15. NIGHT SHIFT AND LATE NIGHT SHIFT PENALTIES

- 15.1 In lieu of the rate of 15 per cent in clause 4.11.1.1 of the Police Officers Award, shift workers, excluding Officers of Police, while on Night Shift will, for work in ordinary time, be paid an additional payment at the rate of:
- 15.1.1 20 per cent of the rates prescribed by this Agreement
- 15.2 In addition to clause 5.1.3 of the Police Officers Award, any shift finishing after 2.30 am but before 12 noon, will be regarded as a Late Night Shift for the purposes of this Agreement.
- 15.3 In lieu of the rate of 15 per cent in clause 4.11 of the Police Officers Award, shift workers, excluding Officers of Police, whilst on Late Night Shift will, for work in ordinary time, be paid an additional payment at the rate of:
- 15.3.1 25 per cent of the rates prescribed by this Agreement.

16. COMCEN ALLOWANCE

- 16.1 In lieu of clause S3.3.1 of Schedule 3 of the Police Officers Award, all employees, excluding Officers of Police, employed as shift workers attached to Comcen and working the extended hours roster will be paid an additional payment at the rate of 23 per cent of the rates prescribed by this Agreement.
- 16.2 The allowance will continue whilst an officer is absent on the following paid leave entitlements:
- Care of sick child
 - Urgent pressing necessity
 - Compassionate
 - Family carers
 - Pre-natal
 - Maternity/adoption.
- 16.3 The allowance will continue during periods when an officer is absent on accrued time off in lieu of overtime regardless of the day or shift that has been rostered.
- 16.4 The allowance will continue whilst an officer is on dayshift, eg attending as a police witness in court.
- 16.5 The allowance will continue whilst an officer leaves an area temporarily to attend training commitments providing the officer returns to an area where the allowance is applicable at the completion of the training.
- 16.6 The allowance will continue whilst an officer is on Programmed Hours Off.
- 16.7 An officer seconded or transferred from a shift work roster to an area where the allowance is applicable and where they are required to work shifts will change over to the allowance on the

day the transfer or secondment commences and their shift work status will continue for annual leave loading purposes.

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

17. POLICE BAND

- 17.1 An allowance of 10 per cent of a member's base salary will be paid fortnightly to all Police Band Members, excluding Officers of Police, in lieu of weekend and shift penalty rates. The allowance includes any Band work performed in ordinary hours on Anzac Day. Work performed on other public holidays will be paid in accordance with the Police Officers Award.
- 17.2 Band members will be rostered off duty for a minimum of 19 full weekends exclusive of annual leave and programmed hours off per financial year. A full weekend will mean a Saturday and Sunday together. Police Officer Award payments will apply in addition to the 10 per cent allowance for each weekend day required to be worked which directly results in less than 19 full weekends being rostered off.
- 17.3 Band members will not be required to work for more than 57 pm shifts rostered on a Monday to Friday per financial year. Police Officer Award payments will apply in addition to the 10 per cent allowance for each Monday to Friday pm shift in excess of 57 per financial year.
- 17.4 All members of the Police Band will be classified as shift workers.
- 17.5 Band members will be rostered for shifts of eight consecutive hours exclusive of meal breaks and not be stood down during a shift nor work split shifts. Where performances or other activities require working hours in excess of eight ordinary hours, recall provisions are to be utilised with Time Off in Lieu (TOIL) arrangements as agreed in this clause of this Agreement.
- 17.6 Non-band duties will attract shift penalties and overtime pursuant to clauses 4.11, 5.1 and 5.2 of the Police Officers Award.
- 17.7 Overtime worked on band duties up to 30 hours per 28 day period will be accrued as TOIL calculated on an hour for hour basis. Any overtime in excess of 30 hours per 28 day period will attract clause 5.2 of the Award overtime conditions; that is, members will have the choice of paid overtime or TOIL. The total of 30 hours will be calculated as the net overtime figure per 28 days; that is, the total of all overtime worked less any TOIL taken in that period. 28 day period means two consecutive 14 day pay periods.
- 17.8 Access to accrued TOIL will be granted at a time mutually agreed between the employer and employee concerned. However, the employer may require an employee to take accumulated TOIL in excess of 24 hours in accordance with organisational requirements without financial disadvantage.
- 17.9 Administrative procedures associated with this clause will be maintained by Band management on an ongoing basis to ensure compliance with minimum requirements. Administrative procedures will be consistent with and complement Workforce Central timecards which will accurately record start and finish times, meal breaks, TOIL accrued and accessed and other requirements of SAPOL's form completion instructions.
- 17.10 For any period of overseas band commitment, SAPOL will consult with the Police Association of South Australia regarding pay and conditions relative to that commitment. Further, the parties agree to discuss minimum service conditions for overseas, interstate and non-metropolitan Adelaide Band commitments with a view to ratification of those conditions during the life of this Agreement.
- 17.11 The allowance will continue whilst an officer is absent on the following paid leave entitlements:
- Care of sick child
 - Urgent pressing necessity
 - Compassionate
 - Family carers
 - Pre-natal
 - Maternity/adoption.
- 17.12 The allowance will continue during periods when an officer is absent on accrued TOIL regardless of the day or shift that has been rostered.

- 17.13 The allowance will continue whilst an officer leaves an area temporarily to attend training commitments providing the officer returns to an area where the allowance is applicable at the completion of the training.
- 17.14 The allowance will continue whilst an officer is on Programmed Hours Off.
- 17.15 The allowance will not be paid on any day that an officer is absent on sick leave, long service leave, police service leave, or unpaid leave.

18. ROTATIONAL SHIFT ALLOWANCE FOR LONG TERM PATROL OFFICERS

- 18.1 A Rotational Shift Allowance for Long Term Patrol Officers will be payable at the annual rate prescribed in *Schedule 4*, provided that:
- 18.1.1 prior to the first full pay period on or after 1 July 2011, clause 20 of the superseded SA Police Enterprise Agreement 2007 will be deemed to continue to apply in accordance with its terms; and
- 18.1.2 from the first full pay period on or after 1 July 2011, the allowance will become two tiered and payable subject to this clause:
- (a) Tier 1: below Sergeant; and
- (b) Tier 2: Sergeant.
- 18.2 To be eligible for payment of this allowance, an officer must:
- 18.2.1 hold and be working in a patrol or other general duties position; and
- 18.2.2 be allocated and working an approved indicative roster which requires the officer to rotate through shifts which cover 7 days a week, and which cover a full 24 hour cycle; and
- 18.2.3 have completed a minimum of eight cumulative years working in a uniform general duties position (that generally worked a 24 hour rotation).
- 18.3 In addition to the preceding requirements, to be eligible for the Tier 2 payment an officer must at all relevant times also hold a substantive position at the rank of Sergeant.
- 18.4 The payment will not form part of annual salary and will not be included for the purposes of calculating any other Award/Agreement entitlements (eg. overtime, shift penalties, etc) or superannuation. The payment will continue whilst the member is absent on all forms of paid leave.
- 18.5 Members who are eligible as per this clause who work on a part-time basis will receive the payment on a pro-rata basis.
- 18.6 The payment will be made fortnightly.
- 18.7 The payment will continue whilst a member leaves an area temporarily to attend training commitments providing the member returns to a position to which the payment is applicable at the completion of the training.
- 18.8 The payment will cease to be paid to a member from the date of his/her transfer to any position which does not meet the criteria in this clause.
- 18.9 Where an officer holds a permanent position within an area or position to which this payment applies, having performed a period of continuous relieving or secondment, the officer is eligible to have that period of relieving or secondment counted as service for the purpose of calculating payment entitlements.

19. LONG TERM PATROL – COUNTRY PATROL SERGEANTS

- 19.1 Subject to this clause, a Long Term Patrol – Country Patrol Sergeant allowance is payable at the same annual rate as applicable to the Long Term Patrol Officer Tier 2 allowance.
- 19.2 To be eligible for payment of this allowance, the officer must:
- 19.2.1 hold and be working in a substantive Patrol Sergeant position (actively supervising a patrol team) in a country Local Service Area or at Aldinga Police Station.

- 19.2.2 be allocated and working an approved indicative roster which requires the officer to rotate through shifts which cover 7 days a week, and include day, afternoon and night shift; and
- 19.2.3 have completed a minimum of eight cumulative years working in a uniform general duties position (that generally worked a 24 hour rotation).
- 19.3 Other than as provided herein, the conditions and requirements applicable to the Long Term Patrol Officer Tier 2 allowance will apply to this allowance.

20. SENIOR PATROL OFFICER DAILY ALLOWANCE

- 20.1 Subject to this clause, a Senior Patrol Officer Daily Allowance will be payable on a shift by shift basis when the Brevet Sergeant is absent for a period of up to 4 working days to recognise second-in-charge duties that assist the patrol supervisors (sergeants) of general duties patrol teams that have a designated Brevet Sergeant position and work a 24 hour rotational shift roster.
- 20.2 The senior patrol officer function will be performed by one person on each general duties patrol team on a daily basis when the Brevet Sergeant is absent for a period of up to 4 working days. The Senior Patrol Officer Daily Allowance will continue to apply to applicable general duties patrol teams until the Brevet Sergeant second-in-charge position is established.
- 20.3 The senior patrol officer will be required to provide leadership in the field. This includes assisting with other duties such as vetting paperwork, providing supervision and managing the performance of team members.
- 20.4 An employee who is both assigned as, and performs the function of, senior patrol officer during a shift will be entitled to be paid a daily allowance based on the per annum amount prescribed in Schedule 4, divided by 218.
- 20.5 Only one person per applicable general duties patrol team will be eligible to be paid the daily allowance during an applicable shift.
- 20.6 The payment will be made fortnightly.
- 20.7 The assignment, or cessation of assignment, of a member as the daily senior patrol officer will:
 - 20.7.1 generally be made by the applicable patrol supervisor (sergeant);
 - 20.7.2 be on a shift by shift basis;
 - 20.7.3 be deemed to be a team based assignment made for the purposes of this clause only and does not require a selection process; and
 - 20.7.4 have regard to any guidelines issued by the Commissioner of Police from time to time.
- 20.8 For the purposes of this clause, and during transition to the establishment of Brevet Sergeant positions, an "applicable general duties patrol team" is:
 - 20.8.1 A team of operational uniform members required to respond to generalised calls from the public;
 - 20.8.2 Required to work a 24 hour rotational shift roster across 7 days a week;
 - 20.8.3 Supervised by a substantive Sergeant position; and
 - 20.8.4 Comprised of six substantive general duties member positions working to the general duties member Position Information Document (PID).

21. PATROL TUTOR ALLOWANCE

- 21.1 SAPOL provides for Patrol Tutors in LSAs to assume responsibility for directly managing the development of cadets during "outphase" and probationary constables during their first six months of service following graduation.
- 21.2 A daily payment of an amount as per Schedule 4 (Patrol Tutors Allowance) will be made to designated patrol tutors (Constables, Senior Constables and Senior Constables First Class, where applicable) for each day that they undertake the function.

- 21.3 The payment will not form part of annual salary and will not be included for the purposes of calculating any other Award/Agreement entitlements (eg. overtime, shift penalties, etc) or superannuation.

22. PROSECUTION

- 22.1 The Prosecutor Attraction and Retention Payment will continue during the life of this Agreement in order to attract and retain appropriate personnel to the role of prosecutor.
- 22.2 Prosecutors, excluding Officers of Police, who hold a permanent position in Prosecution Units or other areas where they provide prosecutorial services, will receive the payment.
- 22.3 A payment of an amount per annum as per Schedule 4 will be made to all prosecutors for the first two years of service. After two years of satisfactory service across all prosecutorial roles (legal research, adjudication, advocacy, prosecution) the payment will increase to an amount per annum as per Schedule 4.
- 22.4 From the first full pay period commencing on or after 1 July 2016, the Prosecutor Attraction and Retention payment will be replaced by a new allowance as per Schedule 5, which will apply to **all** Prosecutor positions that require the successful completion of the Prosecutor Training Course and prosecution in court when required. The payment will not form part of annual salary and will not be included for the purposes of calculating any other Award/Agreement entitlements (eg. overtime, shift penalties, etc) or superannuation. The payment will continue whilst the member is absent on all forms of paid leave.
- 22.5 Prosecutors who work on a part-time basis will receive the payment on a pro-rata basis.
- 22.6 The payment will be made fortnightly
- 22.7 The payment will continue whilst a member leaves an area temporarily to undertake training providing the member returns to a prosecutor position at the completion of the training.
- 22.8 The payment will cease to be paid to a prosecutor from the date of his/her transfer to any position to which this payment does not apply.

23. DETECTIVES

- 23.1 The Detective Attraction and Retention Payment will continue during the life of this Agreement in order to attract and retain appropriate personnel to the role of detective.
- 23.2 Members, excluding Officers of Police, who have completed the Detective Training Course (or past equivalent) and hold a permanent Detective position within an LSA CIB, Crime Service area, Internal Investigation Section, Anti-Corruption Branch or Protective Security Investigation Section, or hold a permanent position where it is an essential requirement for the incumbent to be a designated detective, will receive the payment.
- 23.3 A payment of an amount per annum as per Schedule 4 will be made to those members who qualify as per clause 23.2. After 3 years of satisfactory service, the payment will increase to an amount per annum as per Schedule 4.
- 23.4 From the first full pay period commencing on or after 1 July 2016, the Detective Attraction and Retention Payment will be replaced by a new allowance as per Schedule 5, which will apply to **all** Detective positions in lieu of the Out of Pocket and Plain Clothes Allowances at Clause 4.8 and 4.9 and Schedule 2 of the Police Officers Award.
- 23.5 Detectives who hold positions at the Drug Investigation Branch (DIB) as at 1 July 2016 and are in receipt of the DIB Out of Pocket Allowance will continue to receive this allowance whilst they hold a position at DIB.
- 23.6 The payment will not form part of annual salary and will not be included for the purposes of calculating any other Award/Agreement entitlements (eg. overtime, shift penalties, etc) or superannuation. The payment will continue whilst the member is absent on all forms of paid leave.
- 23.7 Members to whom clause 23 applies, who work on a part-time basis will receive the payment on a pro-rata basis.
- 23.8 The payment will be made fortnightly.

- 23.9 The payment will continue whilst a member leaves an area temporarily to undertake training providing the member returns to a Detective position at the completion of the training.
- 23.10 The payment will cease to be paid to a member from the date of his/her transfer to any position to which this payment does not apply.

24. STAR GROUP OPERATIONS AND WATER OPERATIONS ALLOWANCE

- 24.1 Subject to this clause, STAR Group Operations Section members who achieve and maintain high levels of competencies specifically related to STAR Group Operations Section duties will be eligible for a STAR Group Operations allowance, payable at the annual rate prescribed in Schedule 4.
- 24.2 The STAR Group Operations Section member must at all relevant times achieve and maintain the competencies required for internal accreditation to perform STAR Group Operations Section duties.
- 24.3 From the first full pay period commencing on or after 1 July 2016, the STAR Group Operations Allowance will be replaced by a new allowance as per Schedule 5, which will apply to all STAR Group Operations and Water Operations positions in lieu of the STAR Group Plain Clothes Allowance and the Water Operations Overnight Allowance at Clause 4.9 and 4.6 of the Police Officers Award.
- 24.4 The payment will not form part of annual salary and will not be included for the purposes of calculating any other Award/Agreement entitlements (eg. overtime, shift penalties, etc) or superannuation. The payment will continue whilst the member is absent on all forms of paid leave.
- 24.5 Members to whom clause 24 applies, who work on a part-time basis will receive the payment on a pro-rata basis
- 24.6 The payment will be made fortnightly.
- 24.7 The payment will continue whilst a member leaves the area temporarily to undertake training providing the member returns to their position at the completion of the training.
- 24.8 The payment will cease to be paid to a member from the date of his/her transfer to any position to which this payment does not apply.

25. RESTRUCTURING ALLOWANCE

- 25.1 All employees in receipt of the restructuring allowance via clause 14 of the South Australia Police Department Ordinary Rank and Non Commissioned Officer Enterprise Agreement 1998, on the date of the approval of this Agreement, will be paid an allowance of \$800 per annum. The allowance only applies whilst the employees hold their current rank and will not be extended to any further employees.
- 25.2 A SAPOL Organisational Reform allowance will be paid as a result of the implementation of on-going workforce reform and business re-engineering to improve productivity, service delivery and technological outcomes during the life of the agreement. The achievement of these outcomes will look to see service improvements consistent with the objectives of the South Australia Strategic Plan, SAPOL 2020 and the strategic and operational objectives of the Commissioner of Police and South Australia Police. The allowance will be paid to all employees who were employed both as at 30 June 2015 and the date of approval by IRCSA of a new Agreement.
- 25.3 The allowance is to equate to 1% of the employee's gross annual income as at 30 June 2015.
- 25.4 For those employees who have taken leave without pay (LWOP) in the preceding 12 months (i.e. during the 2014/2015 financial year) the calculation will be based on 1% of their gross annual income as at 30 June 2015 extrapolated out to 12 months, or where no annual income has been payable in the preceding 12 months, their indicative gross annual income for the year ending 30 June 2015.
- 25.5 The allowance will not form part of an employee's base salary and will not count for any other purpose whatsoever despite any other term of the Enterprise Agreement, or any applicable award, contract of employment, formal or informal local practice, or otherwise; nor will it operate as a precedent for any future or other agreement.

- 25.6 The Allowance will cease to have any further effect in relation to an employee following payment pursuant to the Agreement.

PART D – WORKING CONDITIONS AND ENTITLEMENTS

26. FLEXIBLE ROSTERING

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

Flexible Rostering Guidelines

- 26.2 All rosters must comply with the Police Officers Award and any associated Enterprise Agreement conditions and be developed at the local level in consultation with the employees who will be working the roster.
- 26.3 The circadian method of rostering with the basic roster pattern following a day, afternoon and night shift cycle is recommended. Sample rosters will be available from the Industrial Relations Branch to assist in the design of rosters to meet local needs.
- 26.4 The locally approved rosters will be registered on the Human Resources Management System and will be indicative to clearly identify that managers retain the capacity to modify the numbers of people on any shift or day to maintain effective service delivery and to allow for training, developmental and other contingencies.
- 26.5 Roster cycles must not exceed 18 weeks to accommodate administrative requirements of the payroll segment of the Human Resource Management System.
- 26.6 A precise disposition roster will be posted in each work place which details specific shift commencement times for all employees. This roster will give employees a minimum of 14 days' notice of respective shift starting times, programmed hours off and rest days off, with 28 days' notice being given where possible. This does not restrict the discretionary ability to alter shifts at short notice in accordance with the Award.
- 26.7 A high degree of predictability is to be achieved where possible to assist employees in accommodating their family responsibilities and other non-work related personal activities. Shift starting times and rest days are to be structured to provide partners with compatible working arrangements where possible.
- 26.8 A Request Book will be maintained at each workplace where employees may formally identify personal rostering requirements for consideration by the local Rostering Coordinator in advance of the compilation of the disposition roster.
- 26.9 Rostering practices will not generally maintain a fixed team structure nor shall they be constrained by the need to maintain regulated shift starting times. Staggered shift starting times may be utilised to meet varying workloads and to assist with employee family commitments.
- 26.10 Whilst there are no maximum or minimum number of PM shifts that can be worked, nor a minimum number of weekends that will be rostered off, rosters will be designed to achieve an equitable range of PM shifts and weekends on duty through the roster cycle. In normal circumstances, it is recommended that clear weekends off duty should represent at least 33 per cent of the indicative cycle roster.
- 26.11 The maximum number of consecutive PM shifts (either afternoon or night) should be limited to seven and, where practicable, no more than four.
- 26.12 Grievances associated with rostering are to be resolved in accordance with the established dispute resolution procedures as detailed in the Enterprise Agreement.

27. FLEXIBLE SHIFTWORK ALLOWANCE (FSA)

- 27.1 The FSA will apply to all full-time police officers or community constables not being Officers of Police, who are required to work shifts in positions, Branches, Sections and Units listed in Schedule 2.

- 27.2 Any police officers or community constables not being Officers of Police, who are working part-time in Branches, Sections and Units listed in Schedule 2, will have the option of receiving the FSA on a pro-rata basis in lieu of the provisions contained in clause 3.1 of the Police Officers Award.
- 27.3 An allowance of 18.5% of an officer's base salary is to be paid fortnightly in lieu of penalty payments provided in clause 5.1 (Hours of Work), clause 4.11 (Shift Work Allowance for Shift Workers), and where applicable, clause 3.1 (Part-time Employment) of the Police Officer's Award. The allowance is to be exclusive of penalty payments for work on public holidays, and overtime.
- 27.4 For the purposes of FSA, "required to work shifts" means an officer allocated to an approved indicative roster which requires the officer to work on any day, afternoon or night shifts rotating on any two or three of such shifts.
- 27.5 Employees in receipt of the allowance will be required to participate in flexible rostering with varied work patterns which will be driven by the problem-solving philosophy of crime management operating within SAPOL.
- 27.6 Predictable patterns of work will be maintained wherever practicable, however flexible working arrangements are a key objective of the allowance. Indicative roster cycles will continue to be approved by the relevant managers in consultation with the employees affected by the roster. The Flexible Rostering Guidelines set out in clause 26 (excluding clause 26.10) will apply to employees in receipt of the FSA.
- 27.7 Indicative rostering will limit the maximum number of PM shifts worked to an average of one third of the roster cycle, and weekend days worked to two thirds of the roster cycle. Operational circumstances may require individual employees to work in excess of the aforementioned limits.
- 27.8 In circumstances where employees are aggrieved by the number of PM shifts and/or weekends being worked, and the matter cannot be resolved at the local level, a meeting will be convened between the respective Assistant Commissioner, the Officer in Charge of the area concerned, Manager Industrial Relations and a PASA representative. It is expected that the outcome of any such meeting will provide a satisfactory resolution to a particular grievance in accordance with the Flexible Rostering Guidelines.
- 27.9 Employees attached or seconded to the identified areas in Schedule 2, that are required to work shifts will be paid the allowance in recognition of their need to work flexible hours incorporating shifts and weekends.
- 27.10 Where an officer agrees, RDOs from one pay period may be deferred to the next pay period. This effectively permits rostered RDOs from one fourteen day period to be deferred to the next pay period when insufficient days remain for all rostered RDOs to be taken in the current pay period. SAPOL and PASA require particular attention to be given to work health and safety aspects associated with working on an excessive number of consecutive days when the deferment of RDOs is being contemplated. All rosters will continue to provide four RDOs in each pay period. For administrative purposes, RDOs deferred to the next period will be recorded as overtime (time off in lieu) in one period and taken (as time off in lieu) in the next period.
- 27.11 The allowance will continue whilst an officer is absent on the following paid leave entitlements:
- Care of sick child
 - Urgent pressing necessity
 - Compassionate
 - Family carers
 - Pre-natal
 - Maternity/adoption.
- 27.12 The allowance will continue during periods when an officer is absent on accrued time off in lieu of overtime regardless of the day or shift that has been rostered.
- 27.13 The allowance will continue whilst an officer is on dayshift, eg attending as a police witness in court.
- 27.14 The allowance will continue whilst an officer leaves an area temporarily to attend training commitments providing the officer returns to an area where the allowance is applicable at the completion of the training.

- 27.15 The allowance will continue whilst an officer is on Programmed Hours Off.
- 27.16 An officer seconded or transferred from a shift work roster to an area where the allowance is applicable and where they are required to work shifts will change over to the allowance on the day the transfer or secondment commences and their shift work status will continue for annual leave loading purposes.
- 27.17 Employees in receipt of the allowance will be classified as shift workers for the purpose of annual leave loading and will receive a loading of 20% of base salary.
- 27.18 The allowance will not be paid on any day that an officer is absent on sick leave, long service leave, police service leave, or unpaid leave.
- 27.19 During the life of the Agreement, other areas identified as requiring the FSA by either party and agreed by both parties to this Agreement will, if it is agreed by the majority of employees attached to that area, have the ability to receive the FSA.
- 27.20 Schedule 2 provides further details.

28. EXTENDED HOURS ROSTER TRIAL – METROPOLITAN RESPONSE

- 28.1 The parties agree to trial an extended hours roster for shift workers working a 24 hour cycle, 7 days a week in Response areas in Metropolitan Operations Service (MOS). The roster will include clear weekends off (i.e. "no hours worked on a Saturday and a Sunday respectively") and a break of 10 hours between shifts. The duration of each rostered shift within the extended hours roster will become ordinary hours.
- 28.2 Employees working the Extended Hours Roster within MOS Response will receive an all-inclusive allowance of 23% in lieu of current shift penalties and paid meal breaks. The allowance is payable for the employee being available for duty and if necessary having to resume duty whilst having a meal and the shift duration is inclusive of the meal break. i.e the meal break is included in ordinary hours.
- 28.3 The 23% allowance will reflect the same principles of the Flexible Shift Allowance and will continue whilst the employee is on annual leave.
- 28.4 The parties agree to jointly develop the protocols for the trial, with one metropolitan District to be chosen as the trial site and the duration of the trial is to be for a period of between 6-12 months.
- 28.5 The parties agree that an alternative shift allowance may be considered for MOS Response workers if the extended hours roster is not adopted on a permanent basis.

29. WORKLIFE FLEXIBILITY

Family Carers' Leave

- 29.1 The parties to this Agreement agree that employees who have exhausted their entitlements with respect to Special Leave with Pay – Sick Child/Urgent or Pressing Necessity, may access up to ten working days (80 working hours) of the employee's paid Sick Leave entitlement in any one year to provide support for a family member.
- 29.1.1 For the purpose of this clause, the following are to be regarded as members of a person's family: a spouse (including a defacto spouse or a former spouse); a child or step-child; a parent or parent-in-law; any other member of the person's household; a grandparent or grandchild; any other person who is dependent on the person's care.
- 29.1.2 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's family who need the employee's care and support due to personal injury or for the purpose of caring for a family member who is sick and requires the employee's care and support or who requires the care due to an unexpected emergency, is entitled to up to 10 days (or the equivalent in hours) of their accrued sick leave entitlement in any completed year of continuous service (pro rata for part time employees) to provide care and support for such persons when they are ill.
- 29.1.3 This access is available if the following conditions are satisfied: the employee must have responsibility for the care of the family member concerned; and the employee produces satisfactory evidence of sickness of the family member, if requested.

- 29.1.4 The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.

Pre-Natal Leave

- 29.2 The parties acknowledge that from the date of approval of this Agreement by the IRCSA, SAPOL will vary its policy concerning maternity/adoption leave, to the effect that an employee who is expecting, or an employee whose spouse/partner is expecting, the birth of a child may, with reasonable notice, access accrued sick leave in hours in order to attend their (or their partner's) pre-natal medical or related examination/s or assessment/s.

Maternity Leave / Adoption Leave (Paid)

- 29.3 Paid maternity leave and paid adoption leave applies in accordance with this clause.
- 29.3.1 Subject to this clause, an employee, who has completed 12 months continuous service prior to the expected date of birth of the child, or prior to taking custody of an adopted child, (as applicable) will be entitled to sixteen (16) weeks paid maternity or adoption leave (as applicable) on or after 1 July 2010 (the "applicable maximum period").
- 29.3.2 An employee who, at the time of taking such paid maternity or adoption leave, has been employed in SAPOL for not less than five (5) years (including any periods of approved unpaid leave), will be entitled to twenty (20) weeks (the "applicable maximum period").
- 29.3.3 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:
- (a) The total of paid maternity leave and unpaid parental leave is not to exceed 104 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption.
 - (b) An employee will be entitled to the applicable maximum period, paid at the employee's ordinary rate of pay from the date maternity/adoption leave commences. The paid maternity/adoption leave is inclusive of, and is not to be extended by, any public holiday, programmed hours off that fall during the period of paid leave.
- 29.3.4 At the time of applying for paid maternity leave or paid adoption leave, the employee may elect in writing:
- (a) To take the leave at half pay in which case, notwithstanding any other clause of this Agreement, the employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay from the date maternity/adoption leave commences; or
 - (b) To take the paid maternity/adoption leave in two periods split into equal proportions during the first 12 months of the commencement of their paid leave; or
 - (c) A combination of (a) and (b).
- 29.3.5 Any employee who is subject to section 27 (4) of the *Police Act 1998* (Probationary Appointment), who elects to take maternity/adoption leave at half pay pursuant to clause 29.3.4, will be considered to be on leave with pay for the applicable maximum period.
- 29.3.6 Paid leave may be taken in conjunction with annual leave, long service leave, police service leave, and other parental leave.
- 29.3.7 Up to 52 weeks (in total) of paid maternity leave and unpaid parental leave will count as service pursuant to Regulation 64 (5) of the *Police Regulations 2014*. Parental leave in excess of this 52 weeks will not be counted as service.
- 29.3.8 Where both prospective parents are employed by SAPOL, a period of paid maternity/adoption leave (as applicable) may be shared by both employees, provided that the total period of paid maternity/adoption leave does not exceed the applicable maximum and that the leave is taken in periods of not less than four weeks and has regard to the operational needs of SAPOL.
- 29.3.9 Part-time employees will have the same entitlements to paid maternity/adoption leave as full-time employees, but paid on a pro rata basis according to the average number of

contracted hours during the immediately preceding 12 months (disregarding any periods of leave).

- 29.3.10 During periods of paid maternity/adoption leave or parental leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.
- 29.3.11 If on or after a date 12 months after the date of approval by the IRCSA of this Agreement the period/s of paid maternity leave or adoption leave applicable under any successor to the South Australian Public Sector Wages Parity Enterprise Agreement: Salaried 2014 is/are altered, such altered period/s will become applicable under this Agreement, but not earlier than the date of operation of this sub-clause. To remove any uncertainty or ambiguity in the operation of this clause, the parties expressly agree that an application may be made to the IRCSA to amend any period herein to give effect to this sub-clause and clarity to the operation of this clause.

Paid Partner Leave

29.4 Paid partner leave applies in accordance with this clause

- 29.4.1 An employee (other than a casual employee) is entitled to access up to one calendar week (i.e. five working days) (*pro rata* for part-time employees) of their accrued sick leave entitlement on the birth or adoption of a child/ren for whom the employee has direct parental care responsibility. The leave will be taken as full working day/s within 3 months of the birth or adoption of the child/ren
- 29.4.2 The administrative arrangements for taking this leave will generally be as applicable to Family Carer's Leave.

Reimbursement of Reasonable Child Care Expenses

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

Voluntary Flexible Working Arrangements

- 29.6 The parties acknowledge the mutual benefit to the employer and employee of Voluntary Flexible Working Arrangements (VFWAs) to enable organisational and staff flexibility and to assist employees to balance work and other (including family) responsibilities.
- 29.6.1 The following types of VFWA will be available to all SAPOL staff covered by this Agreement subject to the arrangements being suitable to SAPOL policies, business, operational and service delivery (internal and external) requirements:
- (a) Purchased Leave which enables an employee to exchange a pro rata agreed reduction in their salary in return for extra periods of leave up to a maximum of four weeks per year.
 - (b) Career Breaks which enable an employee to take leave without pay to pursue other interests or responsibilities may be taken up to a maximum three year period. Career break may be taken in conjunction with other types of SLWOP including parental leave provisions and may be taken in conjunction with annual leave.
 - (c) Working from Home.
 - (d) Day workers can start work from 6.00am on the basis that there is no entitlement to overtime for time worked prior to 7.30am.

30. TIME OFF IN LIEU OF OVERTIME (TOIL)

This provision does not apply to Officers of Police and members assigned to the Police Band whilst conducting band duties.

- 30.1 During the same pay period in which the overtime is worked, an employee may request equivalent time off in lieu of payment, and in such case the time off in lieu may be granted at a time mutually agreed between the employer and employee concerned. Time off in lieu of overtime is calculated on an hour for hour basis.
- 30.2 Once an employee requesting time off in lieu of payment for overtime (clause 5.2 of the Police Officers Award) receives authority for time off in lieu of payment, all entitlement to future payment for that overtime is forfeited. Notwithstanding, employees separating from SAPOL at short notice without the opportunity to access any accrued TOIL will receive the equivalent payment previously due for the overtime.
- 30.3 An employee may request time off in lieu of payment for attendance at community programs or for other activities outside of ordinary hours providing the attendance at the community program or participation in the activity is authorised prior to attendance by a senior sergeant or above. This time off in lieu option is only to be initiated at the employee's request as it does not contemplate any option for payment for the overtime.
- 30.4 For the purposes of clause 30.3, "other activities" does not include operational activities related to normal service delivery such as patrols, attending sporting or special events, RBT operations, et cetera.
- 30.5 If the time off cannot subsequently be granted at the mutually agreed time because of justifiable SAPOL requirements, the employee will renegotiate another mutually agreed time.
- 30.6 Employees with accrued TOIL in excess of twenty four hours may be directed to take time off equivalent to the excess hours by a senior sergeant or above in accordance with organisational requirements, without financial disadvantage.
- 30.7 Overtime that is to be taken as TOIL must be recorded on Workforce Central timecards. When the time off is taken, timecards must show a reduction in ordinary hours which related to time off in lieu of overtime as per administrative instructions.
- 30.8 Employees' pay advice slips will show accrued time in lieu in hours.

31. OVERTIME WORKED AS A RESULT OF RECALL

- 31.1 In lieu of sub-clause 5.2.5.3 of the Police Officers Award, where an employee is recalled to duty, the time so worked will interrupt the eight consecutive hours off duty provision of clause 5.2.9 of the Award and actual time worked will count for the purposes of clause 5.2.9.

32. PROGRAMMED HOURS OFF

This clause does not apply to Officers of Police and operates in lieu of clause 5.1.8 of the Police Officers Award.

- 32.1 Subject to this clause, within every period of 28 consecutive days each employee will be entitled to 8 consecutive working hours off duty (not occurring on a public holiday) without loss of pay and such hours will be known as Programmed Hours Off.
- 32.1.1 Notice will be given at least 28 days prior to the hours off and once designated, the programmed hours off will not be changed except by:
- (a) Mutual consent of the Commissioner of Police or delegate and the individual employee concerned; or
 - (b) The employee being recalled to work. In these circumstances, the employee will be granted an alternative number of programmed hours off equal to the number initially designated. No additional payment will be made with respect to work performed during the programmed hours off unless more than the designated hours are worked.
- 32.1.2 However, nothing contained in this Agreement will entitle an employee to more than 96 programmed hours off in a period of 12 calendar months.
- 32.1.3 Employees posted to a one or two person country unit/station, and remote stations, may accrue programmed hours off to a maximum of 96 hours per annum. Country units/stations will mean units/stations located outside Metropolitan Adelaide as defined by the Development Plan established under the *Planning Act, 1982*.
- 32.1.4 Police cadets at training camps or undertaking the academic phases at the Police Academy, Fort Largs, will not be entitled to programmed hours off.
- 32.1.5 Police cadets not at training camps or not undertaking the academic phases at the Police Academy, Fort Largs, are entitled to programmed hours off.
- 32.1.6 However, where it is not practical for cadets to take programmed hours off in each period of 28 days, then the programmed hours off may accrue to be taken at the end of the training period.
- 32.1.7 Where possible programmed hours off should be rostered so that they may be taken in conjunction with rest days off duty.
- 32.1.8 From the first full pay period on or after 1 July 2011, an employee (other than an employee who comes within clause 32.1.3) may accrue up to 80 Programmed Hours Off in a financial year in accordance with this sub-clause.
- (a) An employee with accrued Programmed Hours Off cannot lose the entitlement, but must take any hours accrued over and above the entitlement in accordance with the following:
 - (i) At a time agreed with the Commissioner of Police within 3 months of accrual of 80 Programmed Hours Off; or
 - (ii) At a time directed by the Commissioner of Police where the employee has not taken the time within 3 months of accrual or would otherwise carry forward to the next financial year more than 80 Programmed Hours Off.
 - (b) Where an employee has accrued Programmed Hours Off in excess of 80 hours, and has been unable to take that time as stipulated in this sub-clause, the Commissioner of Police may, in exceptional circumstances, make a decision to convert any such hours into payment at the employee's ordinary rate of pay.

33. SICK LEAVE / ANNUAL LEAVE IN WORKING HOURS

- 33.1 The provisions of clause 6.2 of the Police Officers Award will apply except to the extent that sick leave will be credited and debited on an hourly basis.
- 33.2 An employee's sick leave hour credit will be calculated by multiplying the entitlements to days (ordinarily being 12 working days subject to proportionate entitlements and other variations) by 8.
- 33.3 For any period during which an employee is absent on sick leave with full pay, the employee will be deemed to have taken sick leave for the number of working hours equal to the number

of hours the employee would have been required to be on duty, if they had not been absent on sick leave.

- 33.4 The provisions of clause 6.1 of the Police Officers Award will apply except to the extent that annual leave will be credited and debited on an hourly basis.
- 33.5 An employee's annual leave hour credit will be calculated by multiplying the total working day entitlement (ordinarily being 30 working days subject to proportionate entitlements and other variations) by 8.
- 33.6 For any period during which an employee is absent on annual leave, the employee will be deemed to have taken the number of hours equal to the number of hours the employee would have been required to be on duty if they had not been on annual leave, provided that no debit will be made for a public holiday falling on a Monday to Friday.

34. ANNUAL LEAVE LOADING PAYMENTS

This clause does not apply to Officers of Police.

- 34.1 Annual leave loading for all employees will be paid at the day worker rate of 17.5 percent with the balance (where applicable for shift workers) being paid at the end of each financial year. This is done to reduce the incidence of overpayments of leave loading to employees and thus reduce the manual administrative time needed to recoup payments.
- 34.2 Employees may elect to receive annual leave loading payments at the start of the leave as a single whole payment or be paid per fortnight whilst on leave.

35. RETAINING POLICING KNOWLEDGE AND EXPERIENCE: POLICE SERVICE LEAVE

- 35.1 The provision of "Police Service Leave" to retain policing knowledge and experience will be in accordance with this clause.
- 35.2 A police officer or community constable will become entitled to "Police Service Leave" in accordance with this clause.
- 35.3 At 20 years police service, and at every 5th year anniversary thereafter (i.e. 25 years; 30 years; 35 years; 40 years and so on), a person employed as a police officer or a community constable will, subject to this clause and guidelines issued from time to time by the Commissioner of Police, be credited with 4 calendar weeks paid leave (i.e. Police Service Leave).
- 35.4 Transitional arrangements:
- 35.4.1 A person who during the financial year 2014-15 has, or attains, 20 years or more of police service will be entitled to be credited with 3 calendar weeks Police Service Leave on their police service anniversary, and thereafter on each 5th anniversary of their police service, will be entitled to be credited with 4 weeks Police Service Leave.
- 35.4.2 A person who from 1 July 2015 attains 20 years of police service will be entitled to be credited with 4 weeks Police Service Leave and thereafter on each 5th anniversary of their police service, will be entitled to be credited with 4 weeks Police Service Leave.
- 35.5 For the purposes of this clause, "police service" means:
- 35.5.1 continuous service with the SA Police within any classification in this Agreement or applicable award (a "relevant classification");
- 35.5.2 includes a period when seconded with the approval of the Commissioner for Police to an interstate or federal law enforcement agency, or to a body established by the Australian Police Ministers Council or by the Council of Police Commissioners; and
- 35.5.3 does not include all period/s of unpaid leave of any sort whatsoever (unless it is a period of paid maternity leave or unpaid parental leave that counts as service pursuant to Regulation 64(5) of the *Police Regulations 2014*), nor any period/s when not working as a SA police officer or a community constable, unless otherwise determined by the Commissioner of Police.

- 35.6 Payment during the leave will be at the person's ordinary time rate, pro rata if service is less than full time during the preceding 5 years or where there is a mix of full time and part time service during the preceding 5 years.
- 35.7 The leave is to be taken at the rate, and in periods, of no more than one week (seven calendar days) per year commencing from the anniversary date on which the person is credited with the leave.
- 35.8 The leave can be taken in conjunction with all forms of paid leave. An employee can carry over one week of leave not taken into a subsequent 5 year period but any leave in excess of one week that is not taken by the 5th anniversary will lapse.
- 35.9 Payment in lieu (at the ordinary time rate) will operate if the person ceases employment with SAPOL with an unused period of Police Service Leave standing to their credit.
- 35.10 Other than as prescribed in this clause, guidelines or directions may be issued by the Commissioner of Police from time to time as are issued in relation to the taking of other leave.

36. COUNTRY INCENTIVES

This clause does not apply to Officers of Police.

Hard to Fill Rural and Remote Postings

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

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

- 36.1 Level 2 incentives will apply where a police officer is required to reside in the Anangu Pitjantjatjara or Yalata Lands or Oodnadatta. The initial vacancy advertisement in the South Australian Police Gazette will carry the notification of the 'Level 2 Hard to Fill' classification in recognition of the unique difficulties in working at these locations and the importance of attracting suitable staff. This classification enables a working conditions and remuneration package to be available as part of the terms and conditions for appointment to the position. Details of this package are in clause 36.9 and in Schedule 3.
- 36.2 Subject to the following sub-clause 36.2.1, all other rural and remote positions will be advertised in the usual manner with the usual selection processes, including the utilisation of Regulation 44 transfers where appropriate. Should the vacancy remain unfilled, Level 1 incentives **may** be invoked at the discretion of the Commissioner of Police or delegate. The vacancy will then be readvertised in the SAPG with the 'Level 1 Hard to Fill' classification. This classification enables an incentive package to be available as part of the terms and conditions for appointment to the position.
- 36.2.1 From the first full pay period on or after 1 July 2011 and for the life of this Agreement, positions below the rank of Sergeant at Ceduna; Marla; Roxby Downs; Coober Pedy; Peterborough, are deemed by the Commissioner of Police to be 'Level 1 Hard to Fill' and, subject to the transition provision below, 'Level 1' incentives (as per Schedule 3) will apply to each such position for the period of the member's appointment to the position but will not apply after 4 years.
- 36.2.2 Transition: If immediately prior to the commencement of the preceding sub-clause, a member occupying such a position:
- (a) had not been entitled to a 'Level 1' incentive, the incentive will apply for the balance of the member's appointment in that position (not exceeding 4 years), and will be on a pro rata basis for any part year (both in relation to a payment and any applicable reimbursement); or
 - (b) had been in receipt of a 'Level 1' incentive, the period of 4 years will be taken to commence on 1 July 2011.
- 36.3 In addition, the Commissioner of Police may declare by notice in the South Australia Police Gazette, that a position, location or a section within a location, is a 'Level 3 Hard to Fill Position/Location' for a defined period of time. Level 3 Incentives may be applied to any member who accepts a permanent position at a declared Hard to Fill Location and will be

entitled to the incentive for the duration of their minimum tenure, subject to the following proviso:

- 36.3.1 From the first full pay period on or after 1 July 2011, if at the expiration of the duration of their minimum tenure a member has requested or is required to transfer but has not been able to secure, or SAPOL has not effected, a transfer to another posting, the 'Level 3 incentive' payment will continue (calculated and payable on a fortnightly basis) for not more than up to a further 26 calendar weeks or until the member is transferred (whichever occurs the earlier).
- Any vacancy at a Hard to Fill Location which is advertised during the defined period will carry the notification of the 'Level 3 Hard to Fill' classification.
- 36.4 Any gazetted 'Hard to Fill' position will be open to Regulation 44 applicants. Further, the Commissioner of Police or nominated delegate may determine that any Hard to Fill position be open to candidates of a higher rank than the advertised position, up to the rank of Sergeant, subject to changes to the *Police Regulations 2014*, to facilitate this. An employee of a higher rank, transferring to a position of lower rank pursuant to this clause, will maintain their higher rank and increment level.
- 36.5 Schedule 3 sets out the conditions and benefits that will apply for inclusion as part of Level 1, Level 2 or Level 3 incentives.
- 36.6 Subject to clause 36.2.1:
- 36.6.1 Level 1 and Level 2 incentives will apply for the duration the position is occupied by the selected member only. Level 3 incentives will apply for the duration of any minimum tenure commenced during the defined period of time as per clause 36.3.
- 36.6.2 Level 1 and Level 3 incentives will not be permanently attached to any specific position. Each position will be reviewed upon it becoming vacant.
- 36.7 A contract on agreed conditions will be established between the member and the Commissioner of Police or his/her delegated authority prior to the appointment being gazetted.

Level 2 Incentives

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

Allowance conditions

- 36.8.1 In lieu of sub-clauses 4.14.1 and 4.14.2 of the Police Officers Award, all members covered by this clause will receive an allowance of 45 per centum to reflect the unique working environment and conditions of the AP and Yalata Lands and Oodnadatta.
- 36.8.2 The allowance is paid in lieu of penalties prescribed by clauses 5.1 (excluding 5.1.8.1), 4.11 and 5.2 of the Police Officers Award and their associated clauses in this Agreement.
- 36.8.3 The allowance will continue whilst an officer is absent on the following types of paid leave entitlements:
- Care of a Sick Child
 - Urgent Pressing Necessity
 - Compassionate
 - Family Carers
 - Pre-natal
 - Maternity/Adoption
 - Special Annual.
- 36.8.4 The allowance will continue during periods when an officer is absent on accrued Time Off in Lieu of Overtime regardless of the day or shift that has been rostered.
- 36.8.5 The allowance will continue whilst an officer leaves an area temporarily to attend training commitments providing the officer returns to an area to which the allowance is applicable at the end of the training.
- 36.8.6 The allowance will continue whilst an officer is on Programmed Hours Off.
- 36.8.7 The allowance will not be paid on any day that an officer is absent on sick leave, long service leave, police service leave, or unpaid leave.

- 36.8.8 Employees subject to this allowance are required to work an average of 152 hours over 28 consecutive days.
- 36.8.9 The number of ordinary hours in any day will not be less than 8 hours, excluding meal breaks.
- 36.8.10 Flexible rostering principles will apply to allow rosters to be designed to accommodate policing services to be delivered flexibly as needed by the community, while providing members with the ability to take extended breaks from their work environment. All rosters will continue to provide four RDOs in each pay period however RDOs from one fourteen day pay period may be deferred to the next period provided that the maximum number of days worked consecutively may not exceed 8 days. For administrative purposes, RDOs deferred into the next period will be recorded as overtime (time off in lieu) in one period and taken as time off in lieu in the next period. Where an RDO or RDOs are deferred, they must be taken in the next pay period.
- 36.8.11 Special Annual Leave (see clause 5.3) may be taken as individual days and may be included in a roster cycle to supplement RDOs.
- 36.8.12 Recall to work on RDOs will be for an emergency or an urgent requirement for immediate police attendance and will not form part of a regular rostered duty that will in effect do away with the RDO.
- 36.8.13 If a member is recalled to work on a RDO in an area to which this clause applies:
- (a) Recall to duty for an emergency or an urgent requirement for immediate police attendance where 4 hours or less is worked will continue to be covered by the allowance.
 - (b) Recall to duty for an emergency or an urgent requirement for immediate police attendance where more than 4 hours is worked, will entitle the person to time off in lieu (TOIL) on an hour for hour basis to the nearest 15 minutes for the time worked in excess of 4 hours, with no option for payment.
 - (c) A second or subsequent recall to duty for an emergency or an urgent requirement for immediate police attendance on the same RDO (regardless of the time worked on the first recall) will entitle the person to TOIL on an hour for hour basis to the nearest 15 minutes for all the time worked (excluding the first recall if 4 hours or less).
- 36.8.14 Recalled to work on a RDO into any area outside of the area to which this allowance applies:
- (a) Recall to duty for an emergency or an urgent requirement for police attendance will entitle the person to payment at overtime rates in accordance with clause 5.2 of the Police Officers Award in addition to the 45% allowance whilst undertaking duties in that area.
- 36.8.15 Rostered to work in any area outside of the area to which this allowance applies on a Saturday, Sunday or Public Holiday for a Specific Rural Event or Operation:
- 36.8.16 In lieu of the 45% allowance, a payment at the Award rates of 50% for a Saturday or Sunday and 150% for a Public Holiday will apply.
- 36.8.17 If a member is recalled to work on a Programmed Day Off (PDO):
- (a) No additional payment is made as this requirement is included in the 45% allowance
 - (b) An alternate PDO will be granted if recalled to work within the rostered shift hours for that day.
 - (c) If recalled to work outside of the rostered shift for that day no additional payment or alternate PDO as the PDO has been taken.
- 36.8.18 Work on public holidays in the area to which this allowance applies:
- (a) May be rostered to work for up to 5 public holidays in any financial year without additional payment.
 - (b) May be recalled to work on a public holiday that has been rostered for work (1 of the 5 public holidays in a financial year) without additional payment.
 - (c) Entitled to clause 5.2 of the Police Officers Award public holiday penalty rates (150%) in lieu of the 45% allowance if rostered to work on a public holiday after having worked 5 public holidays for that financial year.

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

Work Health and Safety

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

Other conditions

- 36.8.28 Any police officer who holds a permanent position in an area to which clause 36.9 applies is entitled to Level 2 incentives as listed in Schedule 3.
- 36.8.29 The use of the police plane as part of the Level 2 incentives will apply to the AP Lands only and will be provided at least monthly for respite purposes from AP Lands to Adelaide and return, notwithstanding that emergency incidents will receive priority for use of the plane.

36.8.30 Guidelines Review

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

37. COUNTRY RELIEF ALLOWANCE

- 37.1 Metropolitan-based Operations Service Relief Members (PID 1088) are required to serve at any posting throughout the State and can be deployed for an extended period at very short notice. In practice, postings are generally three months in duration.
- 37.2 As an incentive to attract members to these positions, the following payment will be introduced:
- 37.2.1 Operations Service Relief Members will, for the duration of any temporary transfer to country locations where they are required to reside away from their normal place of residence, be paid a Country Relief Allowance of an amount per week as per Schedule 4, or part thereof, in addition to other Award/Agreement entitlements.
- 37.2.2 The payment will not form part of annual salary and will not be included for the purposes of calculating any other Award/Agreement entitlements (eg. overtime, shift penalties, etc) or superannuation.

38. PROGRESSION**Mixed Functions**

- 38.1 Subject to clause 37.2, a person required to perform the duties of a position carrying a higher rate of pay in accordance with clause 4.15 of the Police Officers Award will be paid at a rate equivalent to the rank of the position for which the higher duties are performed at the first increment level of that rank for the period that the higher duties are paid.
- 38.1.1 For the purposes of this clause, 'a position carrying a higher rate of pay' means a prescribed promotional position as defined by section 53 of the *Police Act 1998*, or a temporary holding position which has been determined by the relevant Assistant Commissioner or Director as having a work value equivalent to the rank of Senior Constable First Class, Sergeant or Senior Sergeant.

Aggregation of Mixed Function Periods

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

Continuous Relieving Provision

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

Constable

- 38.4 From the first full pay period on or after 1 July 2011, the Commissioner of Police may, in the Commissioner's absolute discretion, determine to progress a Probationary Constable with an applicable tertiary qualification to Constable increment 2 immediately following his/her permanent appointment as a Constable.

- 38.4.1 For the purposes of this clause, an "applicable tertiary qualification" is a tertiary qualification (a Bachelor Degree as a minimum requirement, or a higher degree) from a recognised tertiary institution that the Commissioner of Police has determined at the time as being applicable to policing duties.

39. OFFICERS OF POLICE

Extended Duties

- 39.1 In lieu of the 80 per cent extended duties allowance prescribed in clause 4.13 of the Police Officers Award, the allowance will be 100 per cent.

Leave and Working Hours

- 39.2 An Officer of Police is entitled to rest days, recreation and sick leave as outlined in the *Police Regulations 2014*, the Police Officers Award and as provided by this Agreement which includes other forms of leave such as:
- To care for a sick child
 - For urgent pressing necessity
 - Compassionate
 - Family Carers
 - Pre-natal
 - Maternity/adoption.
- 39.3 Officers shall manage their own time subject to the overriding discretion of their Managers/Assistant Commissioner or Director to direct the performance of duty.
- 39.4 Notwithstanding overtime is part of an Officers 'salary package' it is not expected that officers will be required to work excessive amounts of overtime beyond the minimum 40 ordinary hours per week.
- 39.5 Assistant Commissioners or Directors are to monitor the hours worked by Officers under their control to ensure that the working hours performed are reasonable.
- 39.5.1 Where an Assistant Commissioner or Director considers the hours worked to be excessive, the Assistant Commissioner or Director shall grant special leave with pay to the Officer concerned to provide appropriate relief.
- 39.5.2 Such leave is not to exceed 5 days in any financial year.

Declared Field Operations

- 39.6 Subject to this clause, Officers of Police will be paid rates akin to those provided at clause 4.14.4 of the Police Officers Award when engaged in a declared field operation.

Flexibility Allowance

- 39.7 Subject to this clause, Officers of Police will be paid a Flexibility Allowance at the following rates:
- 39.7.1 from the first full pay period commencing on or after 1 July 2011, all Officers of Police - 5% of their applicable annual salary rate in the Salary Schedules.
- 39.7.2 from the first full pay period commencing on or after 1 July 2016 – Officers of Police working in shift work positions where the Officer is required to work an indicative roster that rotates through more than one shift – 11% of their applicable annual salary rate in the Salary Schedules.
- 39.7.3 from the first full pay period on or after 1 July 2016 – Officers of Police working in day shift positions – 8% of their applicable annual salary rate in the Salary Schedules.
- 39.8 The Allowance will be payable fortnightly and **will** form part of annual salary for all Long Service Leave, Enterprise Agreement, and superannuation purposes, and will continue whilst the employee is absent on all forms of paid leave.
- 39.9 For the purposes of this clause, "Officer of Police" includes a person required by the Commissioner of Police to act in a rank, and on conditions, applicable to an Officer of Police.

40. WORK HEALTH AND SAFETY

- 40.1 The parties acknowledge the importance of the physical and mental health of police officers and aim to be leaders in preventing physical and psychological injuries to police.
- 40.2 The parties aim is that the prevention of psychological injury be placed on the same footing as physical risks to health and safety, and that this principle be incorporated into SAPOL's work health and safety policies and procedures.
- 40.3 Further, SAPOL will, in consultation with PASA develop the following initiatives during the life of the Agreement
- 40.3.1 Ongoing education and training for managers, supervisors and officers regarding:
- o Identification and management of psychological injury hazards and return to work issues.
 - o Increased awareness of the physiological and emotional impacts associated with policing.
 - o Resilience
 - o Suicide Prevention
 - o Providing a culture that promotes physical and psychological well-being.
- 40.3.2 A well-being program that addresses physical and mental health.

PART E – FUTURE DIRECTIONS AND ONGOING CONSULTATION**41. STAFFING NEEDS ON A SHIFT BASIS**

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

42. TAKING AND RECORDING OF POLICE OFFICER DNA

- 42.1 Having entered, under clause 40 of Enterprise Agreement 2007, into negotiations for the purpose of facilitating the provision of DNA samples from serving police officers, the parties have agreed to pursue legislative reform to enable the provision of DNA and to provide safeguards for the protection of police officers to ensure their privacy and personal integrity is maintained.

43. RESERVED MATTER: INJURY AND INCOME PROTECTION POLICY

- 43.1 The parties agree to apply their best efforts to resolve, in good faith, all issues regarding work injuries to members of SA Police, as part of an Injury and Income Protection Policy including to the adequacy of the current regulatory framework (Regulation 38A pursuant to Southern State Superannuation Act) in providing support to the principles outlined in the Letter to PASA, dated 12 February 2016 re Proposed Offer for a new South Australia Police Enterprise Agreement ("Letter of Offer").
- 43.2 The parties agree to apply their best efforts to resolve all outstanding issues regarding work injuries to and income protection of members of SA Police in accordance with the principles outlined in the "Letter of Offer".
- 43.3 The parties agree that the Injury and Income Protection Policy will be a Reserved Matter under this Agreement and the parties will take all reasonable steps towards reaching a finalised outcome on the subject matter by no later than 1 July 2016.
- 43.4 PASA agrees to suspend all industrial action and its support for legislative change in relation to work injuries to, and income protection of, a member of SA Police, pending the successful resolution of this Reserved Matter. However, if a full resolution of PASA's grievances in accordance with the principles outlined in the "Letter of Offer" has not occurred by 1 July 2016, or PASA considers on reasonable grounds that the process to achieve a full resolution of its grievances in accordance with the principles in the "Letter of Offer", are not adequate, it reserves the right to recommence industrial action.

PART F – MISCELLANEOUS**44. SALARY PACKAGING ARRANGEMENTS**

- 44.1 This clause applies for the period an employee enters into a Salary Sacrifice Agreement. A Salary Sacrifice Agreement (SSA) is the formal administrative instrument between the employer and the employee which enables salary packaging arrangements to be put in place.
- 44.1.1 Subject to this clause, the salary payable to an employee who enters into a SSA, pursuant to this Enterprise Agreement will be the salary payable under the SSA, notwithstanding any other provision in, or *Schedule* of, this Agreement.
- 44.1.2 Any entitlement to payment of overtime, leave loading, shift allowance or other payment that would otherwise be based on the applicable salary in *Schedule 1*, will be based on the salary that would have been payable had the employee not entered into a SSA.
- 44.1.3 Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation, long service leave, or police service leave entitlements, the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.

45. OPERATIVE EFFECT

- 45.1 All clauses contained herein shall be operative from the date of approval by the IRCSA unless otherwise specified.
- 45.2 Where a provision commences in effect prior to the date of approval by the IRCSA of this Agreement, it will also be taken to apply during the applicable period of employment to relevant persons who were in employment with SAPOL in a classification covered by the agreement as at, or since, such operative date.

PART G – SCHEDULES AND SIGNATORIES

46. SCHEDULES

The schedules form part of this Agreement.

Schedule 1 – Salary Schedules

Schedule 1.1 – Salary and Rates of Pay

Schedule 1.2 – Variation of Schedules

Schedule 2 – Flexible Shiftwork Allowance

Schedule 3 – Hard to Fill Rural Attraction and Retention Entitlements

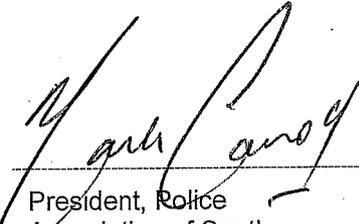
Schedule 4 – Allowances

Schedule 5 – Allowances (ffpp on or after 1 July 2016)

47. SIGNATORIES



Acting Commissioner of Police
(Deputy Commissioner)



President, Police
Association of South
Australia



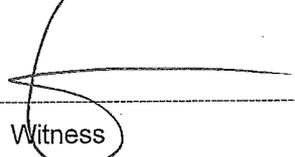
delegated for:
Chief Executive, Department
of the Premier and Cabinet



Witness
10 / 5 / 2016



Witness
10 / 5 / 2016



Witness
9 / 5 / 2016

SCHEDULE 1: SALARY SCHEDULES**Schedule 1.1: Salary and Rates of Pay****CADET / PROBATIONARY CONSTABLE / CONSTABLE**

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

	Current rate 1/7/14* (includes 2.5% interim increase from 1/7/14*)	Rates from 1/7/15* 2.5%	Rates from 1/7/16* 2.5%	Adjustment Rates from 1/7/16*# Refer Schedule 1.2	Rate from 1/7/17* 2.5%	Adjustment Rates from January 2018* Refer Schedule 1.2
Cadet	\$50,676	\$51,943	\$53,242	\$53,808	\$55,153	#
Probationary Constable	\$59,122	\$60,600	\$62,115	\$62,775	\$64,344	#
Constable						
1	\$60,706	\$62,224	\$63,780	\$64,555	\$66,169	#
2	\$62,289	\$63,846	\$65,442	\$66,335	\$67,993	#
3	\$63,873	\$65,470	\$67,107	\$68,115	\$69,818	#
4	\$65,457	\$67,093	\$68,770	\$69,895	\$71,642	#
5	\$67,040	\$68,716	\$70,434	\$71,675	\$73,467	#
6	\$68,624	\$70,340	\$72,099	\$73,455	\$75,291	#
7	\$70,207	\$71,962	\$73,761	\$75,237	\$77,118	#
11 (capped)	\$70,207	\$71,962	\$73,761	\$75,237	\$77,118	#

Salary rates calculated based on current interstate salaries for the Mid-Point Adjustment, and rates thereafter, which are subject to change pending movement in wage outcomes in other jurisdictions prior to implementation in July 2016.

COMMUNITY CONSTABLE / SENIOR COMMUNITY CONSTABLE

SENIOR COMMUNITY CONSTABLE - UNRESTRICTED

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

	Current rate 1/7/14* (includes 2.5% interim increase from 1/7/14*)	Rates from 1/7/15* 2.5%	Rates from 1/7/16* 2.5%	Adjustment Rates from 1/7/16*# Refer Schedule 1.2	Rate from 1/7/17* 2.5%	Adjustment Rates from January 2018* Refer Schedule 1.2
Community Constable						
1	\$52,788	\$54,108	\$55,461	\$56,051	\$57,452	#
2	\$56,483	\$57,895	\$59,342	\$59,973	\$61,472	#
3	\$58,331	\$59,789	\$61,284	\$61,936	\$63,484	#
Senior Community Constable						
1	\$60,178	\$61,682	\$63,224	\$63,896	\$65,493	#
2	\$61,498	\$63,035	\$64,611	\$65,298	\$66,930	#
3	\$62,554	\$64,118	\$65,721	\$66,420	\$68,081	#
4	\$63,873	\$65,470	\$67,107	\$67,821	\$69,517	#
Unrestricted Community Constable						
1	\$64,929	\$66,552	\$68,216	\$68,941	\$70,665	#
2	\$66,512	\$68,175	\$69,879	\$70,622	\$72,388	#
3	\$67,832	\$69,528	\$71,266	\$72,024	\$73,825	#
4	\$69,152	\$70,881	\$72,653	\$73,425	\$75,261	#

Salary rates calculated based on current interstate salaries for the Mid-Point Adjustment, and rates thereafter, which are subject to change pending movement in wage outcomes in other jurisdictions prior to implementation in July 2016.

SENIOR CONSTABLE / SENIOR CONSTABLE FIRST CLASS / BREVET SERGEANT

S/C S/C1C B/Sgt

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

		Current rate 1/7/14* (includes 2.5% interim increase from 1/7/14*)	Rates from 1/7/15* 2.5%	Rates from 1/7/16* 2.5%	Adjustment Rates from 1/7/16*# Refer Schedule 1.2	Rate from 1/7/17* 2.5%	Adjustment Rates from January 2018* Refer Schedule 1.2
S/C	S/C1C B/Sgt						
1		\$73,375	\$75,209	\$77,089	\$77,475	\$79,412	#
2	1	\$75,675	\$77,567	\$79,506	\$80,058	\$82,058	#
3	2	\$77,974	\$79,923	\$81,921	\$82,639	\$84,705	#
4	3	\$80,274	\$82,281	\$84,338	\$85,221	\$87,352	#
5	4	\$82,573	\$84,637	\$86,753	\$87,803	\$89,998	#
6	5	\$84,873	\$86,995	\$89,170	\$90,385	\$92,645	#
	6^	\$87,172	\$89,351	\$91,585	\$92,968	\$95,292	#

^ Only members at the rank of SC1C and Brevet Sergeants at the rank of SC1C will be eligible to progress to Increment 7 SC1C (or Increment 6 SC1C from 1 October 2012).

Salary rates calculated based on current interstate salaries for the Mid-Point Adjustment, and rates thereafter, which are subject to change pending movement in wage outcomes in other jurisdictions prior to implementation in July 2016.

SERGEANT / SENIOR SERGEANT

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

	Current rate 1/7/14* (includes 2.5% interim increase from 1/7/14*)	Rates from 1/7/15* 2.5%	Rates from 1/7/16* 2.5%	Adjustment Rates from 1/7/16*# Refer Schedule 1.2	Rate from 1/7/17* 2.5%	Adjustment Rates from January 2018* Refer Schedule 1.2
Sergeant						
1	\$89,211	\$91,441	\$93,727	\$94,623	\$96,989	#
2	\$91,645	\$93,936	\$96,284	\$97,143	\$99,572	#
3	\$93,959	\$96,308	\$98,716	\$99,663	\$102,155	#
4	\$96,271	\$98,678	\$101,145	\$102,183	\$104,738	#
5	\$98,948	\$101,422	\$103,958	\$104,703	\$107,321	#
Senior Sergeant						
1	\$100,296	\$102,803	\$105,373	\$106,449	\$109,110	#
2	\$101,880	\$104,427	\$107,038	\$107,980	\$110,680	#
3	\$103,464	\$106,051	\$108,702	\$109,511	\$112,249	#
4	\$104,784	\$107,404	\$110,089	\$111,042	\$113,818	#
5	\$106,103	\$108,756	\$111,475	\$112,574	\$115,388	#

NON BANDED

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

	Current rate 1/7/14* (includes 2.5% interim increase from 1/7/14*)	Rates from 1/7/15* 2.5%	Rates from 1/7/16* 2.5%	Adjustment Rates from 1/7/16*# Refer Schedule 1.2	Rate from 1/7/17* 2.5%	Adjustment Rates from January 2018* Refer Schedule 1.2
Senior Constable	\$68,360	\$70,069	\$71,821	\$72,584	\$74,399	#
Sergeant	\$79,446	\$81,432	\$83,468	\$84,355	\$86,464	#

Salary rates calculated based on current interstate salaries for the Mid-Point Adjustment, and rates thereafter, which are subject to change pending movement in wage outcomes in other jurisdictions prior to implementation in July 2016.

OFFICERS OF POLICE: INSPECTOR / CHIEF INSPECTOR

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

	Current rate 1/7/14* (includes 2.5% interim increase from 1/7/14*)	Rates from 1/7/15* 2.5%	Rates from 1/7/16* 2.5%	Adjustment Rates from 1/7/16*≠ Refer Schedule 1.2	Rate from 1/7/17* 2.5%	Adjustment Rates from January 2018* Refer Schedule 1.2
Inspector						
1	\$125,106	\$128,234	\$131,440	\$132,098	\$135,400	#
2	\$130,118	\$133,371	\$136,705	\$137,389	\$140,824	#
3	\$135,128	\$138,506	\$141,969	\$142,679	\$146,246	#
Chief Inspector	\$139,401	\$142,886	\$146,458	\$147,190	\$150,870	#

OFFICERS OF POLICE: SUPERINTENDENT / CHIEF SUPERINTENDENT /COMMANDER

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

	Current rate 1/7/14* (includes 2.5% interim increase from 1/7/14*)	Rates from 1/7/15* 2.5%	Rates from 1/7/16* 2.5%	Adjustment Rates from 1/7/16*≠ Refer Schedule 1.2	Rate from 1/7/17* 2.5%	Adjustment Rates from January 2018* Refer Schedule 1.2
Superintendent						
1	\$141,998	\$145,548	\$149,187	\$149,933	\$153,681	#
2	\$147,467	\$151,154	\$154,933	\$156,133	\$160,036	#
3	\$152,935	\$156,758	\$160,677	\$162,332	\$166,390	#
Chief Superintendent	\$158,837	\$162,808	\$166,878	\$168,597	\$172,812	#
Commander	\$164,203	\$168,308	\$172,516	\$174,293	\$178,650	#

≠ Salary rates calculated based on current interstate salaries for the Mid-Point Adjustment, and rates thereafter, which are subject to change pending movement in wage outcomes in other jurisdictions prior to implementation in July 2016.

Schedule 1.2: Variation of SchedulesSalary and Rates of Pay – Police Specific Adjustment January 2018

The parties agree that:

- (a) a police specific adjustment will apply from the first full pay period (ffpp) on or after a date in the first week of January 2018, which date will be specified in the schedule;
- (b) the salary and rates of pay of this police specific adjustment will be determined by the parties in accordance with an exchange of letters as between the employer and PASA, which will occur in conjunction with an application to the IRCSA for approval of this Agreement;
- (c) the salaries and rates of pay will become applicable in accordance with a schedule signed by the signatories to this Agreement and it is the mutual intention of the parties that the schedule become applicable and operative in accordance with its terms; and
- (d) thereafter, to remove any uncertainty or ambiguity in the operation of this Schedule 1.2, a signatory to this Agreement may make, without objection of a party, an application to the IRCSA to amend this Agreement by varying Schedule 1.1 to include the consequential salaries and rates of pay.

Adjustment of Allowances: (ffpp) 1 July 2017

A further adjustment of allowances in Schedule 3, 4 and Schedule 5 of this Agreement will occur from the first full pay period (ffpp) on or after 1 July 2017 in accordance with the annual ABS published Consumer Price Index (CPI) rate for 2015-16 and the Department of Treasury and Finance (SA) Mid-Year Budget Review (MYBR) forecast for 2016-17 as per the following formula: Allowance(\$) \times (1 + CPI) \times (1+MYBR) = Adjusted Allowance (rounded up to nearest \$10- (excluding daily paid allowances, which will be rounded up to the nearest 10c)).

The parties agree that to remove any uncertainty or ambiguity in the operation of this Schedule 1.2, a signatory to this Agreement may make an application to the IRCSA to amend this Agreement by substituting new Schedules (Schedules 3, 4 & 5) with the allowances as adjusted.

SCHEDULE 2: FLEXIBLE SHIFT WORK ALLOWANCE

The Flexible Shift work Allowance (FSA), as detailed in clause 27 of this Agreement, applies to the following areas:

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

The following sections are **EXCLUDED**:

- Clause 14 Country Investigations Sections

SCHEDULE 3: HARD TO FILL RURAL ATTRACTION AND RETENTION ENTITLEMENTS

Level 1 – Applied to hard to fill rural, remote 1 and 2 person and small stations	Current as at 1/7/2013	From the FFPP 1/7/2015	From the FFPP 1/7/2017
Rent-free depot housing, or 70% rental subsidy			
Reimbursement of disconnection and reconnection of utility services, and mail redirection upon initial relocation	Up to \$130	Up to \$140	Up to \$150
Reimbursement of storage expenses for furniture and household effects (per annum).	Up to \$3,190	Up to \$3,350	Up to \$3,440
Provision of satellite television (eg Foxtel) service where practicable	Up to \$860	Up to \$910	Up to \$940
Lifestyle payment (formerly Negotiable component) paid at the commencement and then fortnightly after a year of service	\$2,720	\$2,860	\$2,940
Guaranteed posting to the metropolitan LSA of member's choice at completion of tenure. Where a member does not wish to be posted to a metropolitan LSA, any other posting of the member's choice subject to the discretion and approval of Manager, HRMB, based on organisational requirements.			
Level 2 – Applied to the AP and Yalata Lands and Oodnadatta	Current as at 1/7/2013	From the FFPP 1/7/2015	From the FFPP 1/7/2017
Level 2 Loading of 45% (encompasses shift and weekend penalties, overtime, on call and recall)			
Rent-free housing			
Reimbursement of disconnection and reconnection of utility services, and mail redirection upon initial relocation	Up to \$130	Up to \$140	Up to \$150
Reimbursement of storage expenses for furniture, household effects and vehicles (per annum).	Up to \$3,190	Up to \$3,350	Up to \$3,440
Water, electricity and gas usage paid by SAPOL	Up to \$5,190	Up to \$5,440	Up to \$5,580
Payment of freight of foodstuffs (up to a maximum weight of 100 kilograms per month for member with dependents)	Up to \$1,420	Up to \$1,490	Up to \$1,530
Remote Allowance (paid at completion of each year of service)	\$4,010	\$4,210	\$4,320
Provision of satellite television (eg Foxtel) service where practicable	Up to \$860	Up to \$910	Up to \$940
Lifestyle payment (formerly Negotiable component) paid at the commencement and then fortnightly after a year of service	\$6,480	\$6,800	\$6,980
Additional 40 hours (5 working days) of annual leave (referred to as Special Annual Leave) to be incorporated into the roster to facilitate extended time off for recreational purposes.			
Use of plane at least monthly where available for respite purposes, from AP Lands to Adelaide and return.			
Guaranteed posting to the metropolitan LSA of member's choice at completion of tenure. Where a member does not wish to be posted to a metropolitan LSA, any other posting of the member's choice subject to the discretion and approval of Manager, HRMB, based on organisational requirements.			
Level 3 – Applied to hard to fill positions in larger rural and remote Country stations	Current as at 1/7/2013	From the FFPP 1/7/2015	From the FFPP 1/7/2017
Annual attraction and retention payment, paid fortnightly for duration of minimum tenure (as per clause 36.3)	\$4,720	\$4,950	\$5,080
Guaranteed posting to the metropolitan LSA of member's choice at completion of tenure. Where a member does not wish to be posted to a metropolitan LSA, any other posting of the member's choice subject to the discretion and approval of Manager, HRMB, based on organisational requirements			

SCHEDULE 4: ALLOWANCES

<u>Allowance</u>	<u>Current</u>	<u>1 July 2015 (ffpp)</u>	<u>1 July 2017 (ffpp)</u>
Clause 10			
Brevet Sergeant	\$1,310 pa	\$1,380 pa	\$1,420 pa
Clause 11			
Senior Sergeant 1st Class	\$5,890 pa	\$6,180 pa	\$6,340 pa
Clause 18			
Rotational Shift Allowance for Long Term Patrol			
Tier 1: Below Sergeant	\$1,310 pa	\$1,380 pa	\$1,420 pa
Tier 2: Sergeant	\$1,960 pa	\$2,060 pa	\$2,120 pa
Clause 20			
Senior Patrol Officer Allowance	\$1,310 pa	\$1,380 pa	\$1,420 pa
Clause 21			
Patrol Tutor Allowance (per day)	\$13	\$14	\$14.40
Clause 36			
Country Relief Allowance (per week)	\$130 pa	\$140	\$150 pa

SCHEDULE 5: ALLOWANCES - OPERATIVE FFPP ON OR AFTER 1 JULY 2016

Allowance	1 July 2016 (ffpp)	1 July 2017 (ffpp)
Clause 22		
Prosecution	\$7,000 pa	\$7,180 pa
Clause 23		
Detectives	\$9,200 pa	\$9,440 pa
Clause 24		
Star Operations	\$1,300 pa	\$1,340 pa
Water Operations	\$1,300 pa	\$1,340 pa