

**SOUTH AUSTRALIA POLICE
ENTERPRISE AGREEMENT
2001**

**Variation File Nos. 1392 and 1409 of 2003
Cross Reference Original File No. 6539 of
2001**

**CONSOLIDATED AGREEMENT
AS AT 19 MARCH 2003
AS SUPPLIED BY THE PARTIES
AND
INCORPORATING ALL AMENDMENTS
SINCE THE ORIGINAL APPROVAL WAS
GRANTED ON 1 JULY 2001**

SOUTH AUSTRALIA POLICE

Enterprise Agreement 2001

FOR THE PERIOD 1 July 2001 to 30 June 2003

Between

THE COMMISSIONER FOR PUBLIC EMPLOYMENT

and

EMPLOYEES OF THE SOUTH AUSTRALIA POLICE

and the

POLICE ASSOCIATION OF SOUTH AUSTRALIA

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1. PARTIES BOUND

This Agreement is made pursuant to Section 75 of the Industrial and Employee Relations Act 1994, on this 17th day of September 2001. This Agreement will be binding upon the Commissioner for Public Employment and the police officers, commissioned officers/officers of police, community constables and cadets of the South Australia Police (SAPOL) whether covered or not by the Awards prescribed in Clause (2) and the Police Association of South Australia but excluding:

- the Commissioner of Police;
- the Deputy Commissioner of Police; and
- Assistant Commissioners of Police.

Provided that the following clauses contained in this Agreement do not apply to commissioned officers/officers of police - Clauses 8, 9, 10, 11, 14, 17.1, 17.2, 17.3, 17.14, 17.15 and 21.

2. EXISTING AWARDS

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

3. DATE AND PERIOD OF OPERATION

It is agreed that this Agreement will remain in force from 1 July 2001 for a period of 2 years.

The parties agree that negotiations for a new Enterprise Agreement will commence at a time agreed between the parties not prior to the nominal expiry date of this Enterprise Agreement.

The first wage increase in the next Enterprise Agreement will apply from 1 July 2004.

4. OPERATING PHILOSOPHY OF THE AGREEMENT

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

- The introduction of a broad range of initiatives, which will allow SAPOL to enhance its service delivery, through meeting community expectations and being recognised as a progressive and professional organisation.
- Initiatives that clearly communicate that SAPOL's commitment and organisational values strongly focus on its people. It supports the Government and the Industrial and Employee Relations Act philosophy of encouraging and assisting employees to balance their work and family responsibilities with mutually beneficial flexible working arrangements.
- Continuing to adapt to the needs of South Australian communities by continually reviewing its performance and striving for best practice through ongoing workplace change, management improvement, quality management, customer service and a focus on achievement.
- Initiatives that will contribute significantly to a workplace culture that encourages all employees 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 needs and expectations.

5. CONSULTATIVE PROCESS

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

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

6. WAGE INCREASES

This agreement provides for 4% increase in wages from the 1 July 2001, 4% from the first pay week commencing on or after 1 July 2002 and a 4% increase in wages from the first pay week commencing on or after 30 June 2003. The actual rates are set out in attachment 1.

7. ADDITIONAL SALARY INCREMENTS

The existing first step of the Sergeant's range will be removed and one additional incremental step will be added to the top of the Senior Constable, Sergeant and Senior Sergeant salary ranges.

All Senior Constables, Sergeants and Senior Sergeants on the top increment will move to the new top increment on 1 July 2001, unless they have completed less than 12 months service at that increment then they will progress after completing 12 month service.

All Sergeants currently on Increment One will translate to Increment One in the new Increment Structure from 1 July 2001, further incremental progression shall be after 12 months.

All other Sergeants will maintain their current increment date. Sergeants on current Increment 2 and 3 will move to Increment 1 and 2 of the new increment structure on 1 July 2001. Progression to the next increment of the new Increment structure will be on their existing increment date.

8. ONCALL

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

- 8.1 Employees bound by this Agreement who are rostered to be oncall of a night time shall be paid an allowance of **\$10.80** for each night;
- 8.2 Employees bound by this Agreement who are rostered to be oncall during a full Saturday, Sunday, Public Holiday or any other day that an employee would normally be rostered off duty shall receive an amount of **\$21.50** per day.

The parties agree to develop guidelines for the application of oncall / recall arrangements during the first three months after this Enterprise Agreement is approved by the Industrial Relations Commission of South Australia.

9. LATE NIGHT SHIFT PENALTIES

In addition to Clause 10 (c) of the Police Officers Award, any shift finishing after 2.30am but before 12noon shall be regarded as a Late Night Shift for the purposes of this Agreement.

The following rate will apply to a Late Night Shift:

- In lieu of the rate of 15 per centum in Clause 11(a) of the Police Officers Award, shift workers whilst on Late Night Shift shall for work in ordinary time be paid an additional payment at the rate of 25 per centum of the rates prescribed by this Agreement.

10. COMCEN ALLOWANCE

In lieu of Schedule 7, Clause 3 of the Police Officers Award, all employees employed as shift workers shall be paid an additional payment at the rate of 23 per centum of the rates prescribed in the Agreement.

The allowance will continue whilst an officer is absent on the following paid leave entitlements:

- Child Care and Urgent Pressing Necessity,
- Bereavement,
- Family Carers, and
- Maternity/Adoption Leave.

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.

The allowance will continue whilst an officer is on dayshift, e.g attending as a police witness in court.

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.

The allowance will continue whilst an officer is on Programmed Hours Off.

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.

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

11. POLICE BAND

- An allowance of 10% of a member's base salary shall be paid fortnightly to all Police Band Members 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 shall be paid in accordance with the Police Officers Award.
- Band members shall be rostered off duty for a minimum of 19 full weekends exclusive of annual leave and programmed days off per financial year. A full weekend shall mean a Saturday and Sunday

together. Police Officer Award payments shall apply in addition to the 10% allowance for each weekend day required to be worked which directly results in less than 19 full weekends being rostered off.

- Band members shall not be required to work for more than 57 p.m. shifts rostered on a Monday to Friday per financial year. Police Officer Award payments shall apply in addition to the 10% allowance for each Monday to Friday p.m. shift in excess of 57 per financial year.
- All members of the Police Band will be classified as shift workers.
- Band members shall 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.
- Non-band duties shall attract shift penalties, and overtime pursuant to Clauses 10, 11 & 12 of the Police Officers Award.
- Overtime worked on band duties up to 30 hours per 28 day period will be accrued as Time Off In Lieu (TOIL) calculated on an hour for hour basis. Any overtime in excess of 30 hours per 28 day period shall attract Clause 12 of the Award overtime conditions; that is, members shall have the choice of paid overtime or TOIL. The total of 30 hours shall be calculated as the net overtime figure per 28 days; that is, the total of all overtime worked less any TOIL taken in the that period. 28 day period means two consecutive 14 day pay periods which commence from the agreed application date of this provision.
- Access to accrued TOIL shall 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.
- Accrued TOIL that has not been accessed prior to the commencement of this agreement shall be carried over. There shall be no payment for this previously accumulated TOIL.
- Administrative procedures associated with this clause shall be maintained by Band management on an ongoing basis to ensure compliance with minimum requirements. Administrative procedures shall be consistent with and compliment the PD 39 time sheets which shall accurately record start and finish times, meal breaks, TOIL accrued and accessed and other requirements of SAPOL's form completion instructions.

- 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.
- The allowance will continue whilst an officer is absent on the following paid leave entitlements:
 - Child Care and Urgent Pressing Necessity,
 - Bereavement,
 - Family Carers, and
 - Maternity/Adoption Leave.
- 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.
- 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.
- The allowance will continue whilst an officer is on Programmed Hours Off.
- The allowance will not be paid on any day that an officer is absent on sick leave, long service leave or other unpaid leave.
- This clause will commence and wage increases will apply from 1st July 2001. The first 28 day period for the purpose of calculating accumulated TOIL will commence on the day following the 1st pay day following the 1st of July 2001.

12. ONE AND TWO PERSON STATIONS

In lieu of Clause 14 (a) and (b) of the Police Officers Award, all Police Officers employed in one or two person stations and Country Investigation Sections with an establishment of less than three shall receive an Allowance of 32% per centum to reflect modern country policing duties that include traffic policing as a core general duties requirement.

This will involve modifying the working arrangements and managerial guidelines relevant to Clause 14 (a) and (b) of the Police Officers Award.

The parties acknowledge that Clause 14 (c) no longer applies and that the revised Allowance (in lieu of Clause 14 (a) and (b)), includes specific road traffic safety duty.

- The allowance will continue whilst an officer is absent on the following paid leave entitlements:
 - Child Care and Urgent Pressing Necessity,
 - Bereavement,
 - Family Carers, and
 - Maternity/Adoption Leave.
- 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.
- 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.
- The allowance will continue whilst an officer is on Programmed Hours Off.
- The allowance will not be paid on any day that an officer is absent on sick leave, long service leave or other unpaid leave.

The parties agree that the current Award provision will not be removed during the life of this Enterprise Agreement, with the view to varying the Award during the life of the next Enterprise Agreement. Arrangements to be implemented include:

- Rural Police Stations to have regular hours of opening to service routine community needs.
- Use of technology to ensure police officers can be contacted whilst on patrol or absent from stations for emergencies, appointments and other routine matters.
- Allow for flexible working hours to ensure community needs, OHS&W requirements and employees requirements can be met in an equitable, effective and efficient manner.
- Ensure employees have rest days and time off duty without disruption and have adequate rest between shifts or period of call out.
- Amendments to the Police Officers Award to reflect SAPOL's Mission and Vision statements to meet community requirements as well as employee needs and OHS&W legislation.
- Consistent interpretation and application of Clause 14 by managers and employees by the development of clear unambiguous rules/guidelines.

- Better control over overtime and call out, in particular in relation to avoidable over time.

The parties agree to develop guidelines to support these arrangements during the first three months after this Enterprise Agreement is approved by the Industrial Relations Commission of South Australia.

13. SENIOR SERGEANTS

SAPOL will introduce a new Senior Sergeant's Additional Responsibilities Allowance in recognition of the greater demands placed on Senior Sergeants in terms of the configuration of their work and the nature of additional management related responsibilities required of them as part of modern policing practice.

The allowance will be an amount of 2½% of the individual's Senior Sergeant's base rate, which will not form part of annual salary. The allowance will not be included for the purposes of calculating any other Award/Agreement entitlements (e.g. overtime, shift allowance etc.).

A review of all Senior Sergeant roles and responsibilities will also be undertaken during the life of the Enterprise Agreement with a view to including any outcomes in the next Enterprise Agreement.

14. FLEXIBLE ROSTERING

14.1 FLEXIBLE ROSTERING GUIDELINES

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

Guidelines for this purpose are detailed in Attachment Two.

14.2 SHIFT WORK ALLOWANCE

Rename the Operational Investigators Allowance the Flexible Shiftwork Allowance (FSA).

All full-time police officers to whom this clause applies will receive the FSA of 18.5% in lieu of penalties for shift and weekend work.

Any police officers working part-time in the nominated areas will have the option to receive the FSA on a pro-rata basis in lieu of the provisions contained in Clause 10A of the Police Officers Award.

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.

Attachment Three provides further details.

15. MATERNITY LEAVE / ADOPTION LEAVE

15.1 An employee who has completed 12 months continuous service prior to the expected date of birth will be eligible to apply for paid maternity leave. Paid Maternity Leave of four weeks is to be taken in conjunction with unpaid maternity leave.

15.2 An employee who has completed 12 months of continuous service before the date of taking custody of an adopted child is entitled to four weeks paid adoption leave.

15.3 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:

- The total of paid and unpaid leave is not to exceed 52 calendar weeks;
- An employee will be entitled to four weeks at the ordinary rate of pay from the date maternity/adoption leave commences. The four weeks paid leave is to be inclusive of any public holiday or programmed days off which may fall during the period of leave. The four weeks paid maternity/adoption leave therefore, is not extended by any public holidays or PDO's that fall during the period of paid leave.
- Paid leave must be taken in conjunction with unpaid maternity/adoption leave.

15.4 Part-time employees will have the same entitlements as full time employees on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).

15.5 During periods of paid or unpaid maternity/adoption 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.

16. SALARY SACRIFICE

The introduction of voluntary Salary Sacrifice provisions, on a cost neutral basis, for all staff as presently provided for all public service employees by virtue of the South Australian Government Wages Parity Enterprise Agreement.

17. ENTERPRISE IMPROVEMENT FRAMEWORK

17.1 FLEXIBLE WORKING ARRANGEMENTS

SAPOL and PASA agree to work together to conduct a trial in the expansion of the flexible rostering concept to enable ordinary hours of work to vary from the current 8 hours per day to a range between 6 – 10 hours. The intention is to permit flexible shift lengths other than the current eight hours to match staff availability to service delivery requirements. The details of the trial will be developed in consultation with the parties.

17.2 TIME OFF IN LIEU OF OVERTIME (TOIL) (EXCLUDES OFFICERS)

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.

Once an employee requesting time off in lieu of payment for overtime (Clause 12 Police Officers Award) receives authority for time off in lieu of payment, all entitlement to future payment for that overtime is forfeited. (Employees separating from SAPOL at short notice without the opportunity to access any accrued TOIL shall receive the equivalent payment previously due for the overtime).

An employee may request time off in lieu of overtime 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.

For the purposes of this Agreement "Other activities" does not include operational activities related to normal service delivery, such as patrols, attending sporting or special events, RBT operations, et cetera.

If the time off cannot subsequently be granted at the mutually agreed time because of justifiable SAPOL requirements, the employee shall re-negotiate another mutually agreed time.

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.

Overtime that is to be taken as time off in lieu must be recorded on the timesheet. When the time off is taken, timesheets must show a reduction in ordinary hours which relates to time off in lieu of overtime as per administrative instructions.

Employees' pay advice slips will show accrued time in lieu hours.

This provision excludes members assigned to the Police Band whilst conducting Band duties as they are subject to the conditions of Clause 11 of this agreement.

17.3 PROGRAMMED DAYS OFF/WORKING HOURS (EXCLUDES OFFICERS)

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

Within every period of 28 consecutive days each employee shall be entitled to 8 consecutive working hours off duty (not occurring on a public holiday) without loss of pay and such hours shall be known as Programmed Hours Off. Notice shall be given at least 28 days prior to the hours off and once designated the programmed hours off shall not be changed except by:

- Mutual consent of the Commissioner of Police or delegate and the individual employee concerned; or
- The employee being recalled to work. In these circumstances the employee may be granted an alternative number of programmed hours off equal to the number initially designated. No additional payment will be made with respect to work performed during the programmed hours off unless more than the designated hours are worked.

However, nothing contained in this Agreement shall entitle an employee to more than 96 programmed hours off in a period of 12 calendar months.

Employees posted to 1 or 2 Police Officer country units/stations and remote stations may accrue programmed hours off to a maximum of 96 hours per annum. Country units/stations shall mean units/stations located outside Metropolitan Adelaide as defined by the Development plan established under the Planning Act, 1982.

Police Cadets at training camps or undertaking the academic phases at the Police Academy, Fort Largs shall not be entitled to programmed hours off.

Police Cadets not at training camps or not undertaking the academic phases at the Police Academy, Fort Largs are entitled to programmed hours off.

However, where it is not practical for cadets to take a 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.

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

17.4 SICK LEAVE/ANNUAL LEAVE WORKING HOURS

The provisions of Clause 19 of the Police Officers Award shall apply except to the extent that sick leave shall be credited and debited on an hourly basis.

An employee's sick leave hour credit shall be calculated by multiplying the entitlement to days (ordinarily being 12 working days subject to proportionate entitlements and other variations) by 8.

For any period during which an employee is absent on sick leave with full pay, the employee shall 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.

The provisions of Clause 21 of the Police Officers Award shall apply except to the extent that annual leave shall be credited and debited on an hourly basis.

An employee's annual leave hour credit shall be calculated by multiplying the total working day entitlement, (ordinarily being 30 working days subject to proportionate entitlements and other variations) by 8.

For any period during which an employee is absent on annual leave the employee shall be deemed to have taken the number of hours equal to the number of hours the employee would have been required to be on duty if they had not been on annual leave. Provided that no debit shall be made for a Public Holiday falling on a Monday to Friday.

17.5 VOLUNTARY FLEXIBLE WORKING ARRANGEMENTS

An examination of the potential to provide access to voluntary flexible working arrangements emanating from the South Australian Government Wages Parity Enterprise Agreement and subsequently issued as a Determination by the Commissioner for Public Employment on 9 October, 2000. To be considered in conjunction with SAPOL's operational needs and service delivery requirements, which may preclude the application

of all identified flexible working arrangements across all areas of SAPOL. The examination to also consider the issue of “career breaks”.

This examination process will be concluded by 30 June 2002.

17.6 FRONTLINE LEADERS PROGRAM

The introduction of a Frontline Leaders Program for Sergeants and Senior Sergeants demonstrating SAPOL’s commitment to training and professional leadership development, to enhance existing training programs that focus on core general duties policing skills by developing managerial and interpersonal skills.

17.7 PROMOTION QUALIFICATIONS FRAMEWORK

The introduction of the revised Promotional Qualification Framework (PQF) that aligns training and education requirements to organisational needs and reflects contemporary organisational standards for the qualification of personnel for promotion.

17.8 INTERNAL COMMUNICATIONS FRAMEWORK

Support of the Internal Communications Framework to communicate corporate information effectively and efficiently to all SAPOL employees which will empower supervisors as key change agents at the front-line level.

17.9 QUALITY MANAGEMENT PROGRAM

The introduction of a Quality Management Program supporting the philosophy and culture of continuous improvement, business excellence and quality assurance in satisfying SAPOL’s customers, through the provision of consistent practices, greater accountability and streamlined processes.

17.10 MANAGEMENT OF ABSENTEEISM

SAPOL will develop strategies to improve the management of absenteeism allowing for the ongoing management of employee’s health by the provision of demonstrative support and assistance where appropriate and to assist in the management of identified patterns of sickness which may identify potential work related stressors.

17.11 MANAGEMENT OF INCAPACITATED EMPLOYEES

The introduction of a process following consultation with PASA, to appropriately manage employees unable to continue as operational police officers through a temporary or permanent incapacity by providing improved internal job placement opportunities as well as providing alternative career options. This will facilitate, manage and formalise the return to work for employees, or re-educate and retrain those employees who are unable to work for SAPOL by providing them with the suitable skills to obtain employment in other organisations (subject to approved recommendations of the SAPOL policies/practices, Government policy and legislative changes).

17.12 WORKPLACE INJURY PREVENTION

Commitment to SAPOL's Corporate Occupational Health Safety and Welfare Strategic Plan 2000 – 2002 that outlines targets for SAPOL to meet in Key Result Area 3 'Prevention and Injury Management'. These being:

- 5% reduction in the incidence of injury across SAPOL.
- Reduction of one day lost per injury.
- Reduction in dollar cost of claims relating to targeted high risk areas:
 1. Assaults/resisting arrest
 2. Psychological stress
 3. Coronary heart disease
- Cost of claims reduced to 2.0% of payroll.

This initiative is intended to support and form part of other initiatives such as the Frontline Leaders Program, Absenteeism Management, Incident Management Operational Safety Training (IMOST) and will contribute positively to the desired cultural change that is needed to improve the performance of SAPOL in the area of Occupational Health Safety and Welfare.

17.13 GENDER EQUITY ACTION PLAN

An enhanced commitment to managing diversity through the introduction of initiatives emanating from the Gender Equity Action Plan titled '*Getting the Balance*' which will manage and demonstrate SAPOL's commitment to effective workplace diversity.

17.14 ANNUAL LEAVE LOADING PAYMENTS

Agreement to modify the payment of annual leave loading for all employees at the day worker rate (17.5%) with the balance (where applicable for shift workers) being paid at the end of each financial year. This will reduce the number of overpayments of leave loading to employees and the manual administrative time needed to recoup overpayments.

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.

17.15 OFFICER EXTENDED DUTIES

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

18. FAMILY CARERS' LEAVE

The parties to this Agreement agree that employees, who have exhausted their entitlements with respect to Special Leave with Pay - Sick Child/Urgent or Pressing Necessity, may access up to five working days (40 working hours) of the employee's paid Sick Leave entitlement in any one year to provide support for a family member.

- 18.1 The employee must declare that the period of absence was necessary and unavoidable;
- 18.2 the employee produces satisfactory evidence of sickness of family member, if requested;
- 18.3 the employee must have responsibility for the care of the family member; and
- 18.4 the family member, being either a member of the employee's household or a near relative of the employee, as defined in the State Equal Opportunity Act, 1984.

19. GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES

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

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

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

19.2 Any grievance or dispute shall be handled as follows:

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

- Stage 1: Discussions between the employee/s and Supervisor/local manager.
- Stage 2: Discussions involving the employee/s and nominated delegates with the Human Resources Manager or nominated delegate.
- Stage 3: Discussions involving nominated delegates with Human Resources Manager. At this stage, discussions may include representatives of the Department of the Premier & Cabinet, Public Sector Work Force Relations.

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

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

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

19.4 Sensible time limits shall 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 employees or the employee's representative.

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

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

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

20. NO EXTRA CLAIMS

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

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

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

21. RESTRUCTURING ALLOWANCE

All employees in receipt of the restructuring allowance via Clause 14 of the South Australia Police Department Ordinary Rank and Non Commissioned Officer Enterprise Agreement 1998 on the date of approval of this Agreement will be paid an allowance of \$800 per annum, effective 1 July 2001, 1 July 2002 and 30 June 2003. The allowance only applies whilst the employees hold their current rank and will not be extended to any further employees.

22. PEGGED EMPLOYEES

Any employees currently 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 employees pegged rate, the employee shall, for all purposes, be regarded as not being subject to a pegged rate of pay.

23. SENIOR CONSTABLES

During the life of this Agreement SAPOL will maintain number of Senior Constables positions to be equal to 35% of the total sworn police officers positions.

24. ATTACHMENTS

- 1. SALARIES/RATES OF PAY**
- 2. FLEXIBLE ROSTERING GUIDELINES**
- 3. FLEXIBLE SHIFTWORK ALLOWANCE**
- 4. GUIDELINES FOR ON CALL**

25. SIGNATORIES

.....
Commissioner of Police
for the Commissioner for Public Employment

/ /2001

.....
Secretary/President
Police Association of South Australia

/ /2001

ATTACHMENT ONE

SALARY STRUCTURE AND RATES OF PAY SCHEDULE

CADETS AND PROBATIONARY CONSTABLES

Rank	Current Rates of Pay	Rates from 01/07/2001	1st pay week after 01/07/2002	1st pay week after 30/06/2003
Cadet	28,602	29,746	30,936	32,173
Probationary Constable	31,780	33,051	34,373	35,748

CONSTABLES

Increments	Current Rates of Pay	Rates from 01/07/2001	1st pay week after 01/07/2002	1st pay week after 30/06/2003
11th	41,097	42,741	44,451	46,229
10th	40,173	41,780	43,451	45,189
9th	39,249	40,819	42,452	44,150
8th	38,335	39,868	41,463	43,122
7th	37,439	38,937	40,494	42,114
6th	36,570	38,033	39,554	41,136
5th	35,700	37,128	38,613	40,158
4th	34,830	36,223	37,672	39,179
3rd	33,962	35,320	36,733	38,203
2nd	33,091	34,415	35,791	37,223
1st	32,221	33,510	34,850	36,244

SALARY STRUCTURE AND RATES OF PAY SCHEDULE

COMMUNITY CONSTABLES

Rank	Current Rates of Pay	Increments	Rates from 01/07/2001	1st pay week after 01/07/2002	1st pay week after 30/06/2003
Community Constable	31,294	3rd	32,546	33,848	35,201
	30,513	2nd	31,734	33,003	34,323
	29,728	1st	30,917	32,154	33,440
Senior Community Constable	34,449	4th	35,827	37,260	38,750
	33,642	3rd	34,988	36,387	37,843
	32,859	2nd	34,173	35,540	36,962
	32,076	1st	33,359	34,693	36,081
Unrestricted Community Constable	36,099	2nd	37,543	39,045	40,606
	35,273	1st	36,684	38,151	39,677

SENIOR CONSTABLES

Increments	Current Rates of Pay	New Increments	Rates of Pay	Rates from 01/07/2001	1st pay week after 01/07/2002	1st pay week after 30/06/2003
		5th	44,779	46,570	48,433	50,370
4th	43,863	4th	43,863	45,618	47,442	49,340
3rd	42,939	3rd	42,939	44,657	46,443	48,301
2nd	42,019	2nd	42,019	43,700	45,448	47,266
1st	41,097	1st	41,097	42,741	44,451	46,229

SALARY STRUCTURE AND RATES OF PAY SCHEDULE

SERGEANTS

Increments	Current Rates of Pay	New Increments	Rates of Pay	Rates from 01/07/2001	1st pay week after 01/07/2002	1st pay week after 30/06/2003
		4th	48,707	50,655	52,681	54,789
4th	47,779	3rd	47,779	49,690	51,678	53,745
3rd	46,851	2nd	46,851	48,725	50,674	52,701
2nd	45,923	1st	45,923	47,760	49,670	51,657
1st	44,997					

SENIOR SERGEANTS

Increments	Current Rates of Pay	New Increments	Rates of Pay	Rates from 01/07/2001	1st pay week after 01/07/2002	1st pay week after 30/06/2003
		5th	54,262	56,432	58,690	61,037
4th	53,342	4th	53,342	55,476	57,695	60,002
3rd	52,413	3rd	52,413	54,510	56,690	58,957
2nd	51,486	2nd	51,486	53,545	55,687	57,915
1st	50,560	1st	50,560	52,582	54,686	56,873

SALARY STRUCTURE AND RATES OF PAY SCHEDULE

NON BANDED EMPLOYEES

Rank	Current Rates of Pay	Rates from 01/07/2001	1st pay week after 01/07/2002	1st pay week after 30/06/2003
Senior Sergeant	47,033	48,914	50,871	52,906
Sergeant	41,857	43,531	45,273	47,083
Senior Constable	38,407	39,943	41,541	43,203
Constable	35,828	37,261	38,752	40,302

OFFICERS

Rank	Current Rates of Pay	Rates from 01/07/2001	1st pay week after 01/07/2002	1st pay week after 30/06/2003
Commander	88,315	91,848	95,522	99,342
Chief Superintendent	85,290	88,702	92,250	95,940
Superintendent	78,504	81,644	84,910	88,306
Chief Inspector	74,337	77,310	80,403	83,619
Inspector	70,016	72,817	75,729	78,758

ATTACHMENT TWO

SOUTH AUSTRALIA POLICE ENTERPRISE AGREEMENT 2001

FLEXIBLE ROSTERING GUIDELINES

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.

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 Employee Relations Branch to assist Local Service Areas in the design of rosters to meet local needs.

The locally approved rosters will be registered on the Human Resource 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.

Roster cycles must not exceed 12 weeks to accommodate administrative requirements of the payroll segment of the Human Resource Management System.

A precise disposition roster shall be posted in each workplace which details specific shift commencement times for all employees. This roster shall give employees a minimum of 14 days notice of respective shift starting times, programmed days 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.)

A high degree of predicability 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.

A Request Book shall be maintained at each workplace where employees may formally identify personal rostering requirements for consideration by the local Rostering Co-ordinator in advance of the compilation of the disposition roster.

Rostering practices shall 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.

Whilst there are no maximum or minimum number of PM shifts that can be worked, nor a minimum number of weekends that shall be rostered off, rosters shall 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 roster cycle.)

The maximum number of consecutive PM shifts (ie afternoon or night) should be limited to seven, and, where practicable, no more than four.

Grievances associated with rostering are to be resolved in accordance with the established dispute resolution procedures as detailed in the Enterprise Agreement.

ATTACHMENT THREE

SOUTH AUSTRALIA POLICE ENTERPRISE AGREEMENT 2001

FLEXIBLE SHIFTWORK ALLOWANCE

1. Background

- 1.1 The Flexible Shiftwork Allowance (FSA) will apply to all full-time police officers required to work shifts in Branches, Sections and Units listed in Clause 3.1 of this Attachment.
- 1.2 Any police officers working part-time in the nominated areas (refer to Clause 3.1 of this attachment) will have the option to receive the FSA on a pro-rata basis in lieu of the provisions contained in Clause 10 (A) of the Police Officers Award.
- 1.3 An allowance of 18.5% of an officer's base salary is to be paid fortnightly in lieu of penalty payments provided in Clause 10 - Hours of Work Clause 11 - Shift Work Allowance for Shift Workers and where applicable Clause 10 (A) - Part-time Employment of the Police Officers Award. The allowance is to be exclusive of penalty payments for work on Public Holidays and Overtime.
- 1.4 For the purposes of this attachment "required to work shifts" means an officer allocated to an approved indicative roster which requires an officer to work on any day, afternoon or night shifts rotating on any two or three of such shifts. The officer does not have to "be relieved by another person or group of persons who carry on work of the same nature for the succeeding shift" as is the case when defining a person as a 'shift worker' for other purposes of the Police Officers Award.

2. Conditions

- 2.1 Employees in receipt of the allowance will be required to participate in flexible rostering with varied patterns of work which will be driven by the intelligence led philosophy of Crime Management operating within SAPol.
- 2.2 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. "Flexible Rostering Guidelines" (excluding paragraph nine) contained within this Agreement will apply to employees in receipt of this Allowance.

- 2.3 Indicative rostering will limit the maximum number of P.M. 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.
- 2.4 In circumstances where employees are aggrieved by 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 Employee 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 "Flexible Rostering Guidelines".
- 2.5 Employees attached or seconded to the identified areas in Clause 3.1 of this attachment, that are required to work shifts shall be paid the allowance in recognition of their need to work flexible hours incorporating shifts and weekends.
- 2.6 Where an officer *agrees*, RDO's from one pay period may be deferred in to the next pay period. This effectively permits rostered RDO's from one fourteen day pay period to be deferred in to the next pay period when insufficient days remain for all rostered RDO's to be taken in the current pay period. SAPol and PASA require particular attention to be given to health, safety and welfare aspects associated with working on an excessive number of consecutive days when the deferment of RDO's is being contemplated. All rosters shall continue to provide four RDO's in each pay period. For administrative purposes, RDO's deferred into the next period shall be recorded as overtime (time off in lieu) in one period and taken as (time off in lieu) in the next period.
- 2.7 The allowance will continue whilst an officer is absent on the following paid leave entitlements: Child Care and Urgent Pressing Necessity, Bereavement, Family Carers and paid Maternity/Adoption Leave.
- 2.8 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.
- 2.9 The allowance will continue whilst an officer is on dayshift, e.g attending as a police witness in court.
- 2.10 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.
- 2.11 The allowance will continue whilst an officer is on a Programmed Hours Off.

- 2.12 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.
- 2.13 Employees in receipt of the allowance will be classified as "shift workers" for the purpose of Annual Leave Loading and receive a loading of 20% of base salary.
- 2.14 The allowance will not be paid on any day that an officer is absent on sick leave.
- 2.15 The allowance will not be paid on any day that an officer is absent on long service leave or other unpaid leave.

3. Sections Included

- 3.1 The allowance is payable to all employees attached to the following Branches, Sections and Units who are required to work shifts:
- Special Task Forces (Crime);
 - Victims of Crime Branch;
 - Sexual Assault section;
 - Child Exploitation Investigation Section;
 - Major Crime Investigation Branch;
 - Coronial Investigations Section;
 - Missing Persons Section;
 - Drug and Organised Crime Investigation Branch;
 - Serious Fraud Investigations Branch;
 - Investigations Support Branch;
 - Police Technical Section;
 - Confiscation of Profits Section;
 - Witness Protection Section;
 - Telecommunications Interception Section;
 - Forensic Services Branch;
 - Physical Evidence Branch;
 - Photographic Section;
 - Fingerprint Bureau;
 - State Intelligence Branch;
 - Intelligence Analysis Section;
 - Intelligence Support Section;
 - Local Service Area Intelligence Sections and Investigations Sections and associated units including Crime Response, Crime Scene, Second Hand Dealers, Priority Crime Enquiries, Family Violence Units, Victim Service and Tactical operations;

- Surveillance Section;
- Strategy and Support Branch;
- Star Operations;
- Star Training and Development Section;
- Vice and Gaming Section;
- Field Intelligence Officer (positions in areas not covered by the allowance);
- Anti Corruption Branch; and
- Internal Investigations Branch.

3.2 The following Sections are **EXCLUDED**:

- Covert Investigations Section; and
- Clause 14 Country Investigation Sections.

ATTACHMENT FOUR

SOUTH AUSTRALIA POLICE ENTERPRISE AGREEMENT 2001

GUIDELINES FOR ON CALL

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

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

- To meet O.H.S. & W obligations;
- Provide best practice service delivery;
- Ensure employees have a fair and equitable working environment; and
- To ensure the guidelines are consistent with the Police Officers Award and Enterprise Agreement 2001.

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

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 shall receive an additional amount of \$10.80 for each specified on call period.
2. 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) shall receive an amount of \$21.50 per day.
3. 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 Occupational Health, Safety and Welfare legislation. Rostering of on call shall 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.

4. A precise on call disposition roster shall be posted in each workplace that details periods where an employee is required to be on call. This roster shall give employees a minimum of 14 days notice of respective on call requirements, with 28 days notice being given where possible. The frequency, duration etc. of being on call is to be established through consultation with the employees affected and if requested by the employees, their representatives, having particular regard to Occupational Health, Safety and Welfare considerations.
5. 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 part 3 of these guidelines. 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.
6. Employees rostered on call shall 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 callout to duty.
7. Employees who are rostered on call shall 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.
8. Where on call is a regular requirement of any particular position, the position information document shall clearly identify that requirement. Notwithstanding that all police employees may be required to be on call for specific occasions.
9. This clause shall not apply to Police Officers 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 Investigation Officers, Police Officers stationed on the Pitjantjatjara or Yalata Lands, Officers in receipt of the Passive Duty Allowance under Clause 13A of the Police Officers Award, Officers rostered for after hours duty, employees whilst actually engaged in a declared field operation or Officers/Commissioned Officers of Police.
10. If an employee on call is unable to respond to duty due to illness, injury or other unavoidable event, 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.

11. In circumstances where employees are aggrieved by the rostering of on call and the matter cannot be resolved at the local level, a meeting shall be convened between the respective Officer in Charge for the area concerned, Manager Industrial Relations Branch or delegate and a PASA representative. If the matter cannot be satisfied at this level, then stage three of the dispute avoidance procedures contained in the Enterprise Agreement 2001 shall be enacted.
12. Where an employee rostered to be on call, is recalled to duty, that employee shall receive the normal overtime provisions in accordance with the relevant provisions of the Police Officers Award and Enterprise Agreement 2001.