

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

**Case number** ET-21-00375

**Applicant** Chief Executive, Department of Treasury and Finance, Police  
Association of South Australia

## Orders - Approval of Enterprise Agreement South Australia Police Enterprise Agreement 2021

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 4 March 2021 and have a life extending to 31 December 2023.

A handwritten signature in black ink, appearing to read 'P. J. McMahon'.

**Commissioner McMahon**

**23 Feb 2021**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS



**SOUTH AUSTRALIA POLICE**

**ENTERPRISE AGREEMENT 2021**

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Adelaide SA 5000

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## PART A – THE ENTERPRISE AGREEMENT

### 1. ENTERPRISE AGREEMENT

- 1.1 The South Australia Police Enterprise Agreement 2021 (agreement) is made pursuant to the *Fair Work Act 1994* (Chapter 3, Part 2) and will have effect only if approved by the South Australian Employment Tribunal (SAET).
- 1.2 The term of this agreement will be for a period of three years commencing from the first full pay period commencing on or after 1 January 2021.
- 1.3 The parties agree that negotiations for a subsequent enterprise agreement will commence no earlier than 3 months before the nominal expiry date.

### 2. PARTIES BOUND

- 2.1 This agreement is binding on:
  - 2.1.1 The Chief Executive, Department of Treasury and Finance (as the declared employer under the *Fair Work Act 1994*) and the Commissioner of Police (as per sections 6 and 9 of the *Police Act 1998*), in respect of employees covered by this agreement;
  - 2.1.2 The Police Association of South Australia (PASA), in respect of its members covered by this agreement; and
  - 2.1.3 Police Officers, Officers of Police, Community Constables and Cadets of South Australia Police (SAPOL) whose rank or classification appears in Schedule 1.

### 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 'SAPOL Our Strategy 2030; Safer Communities'; and the strategic and operational objectives of the Commissioner of Police and South Australia Police, including giving effect to productivity and other service delivery improvements with a focus on the portfolios of people, operations and technology.
  - 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, remain contemporary and be highly regarded in the South Australian community where people feel safe and secure; and recognise SAPOL as a valued contributor to prosperity through the prevention, disruption, detection and prosecution of crime and preventing road trauma.

#### 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 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 matters and rates provided for in this agreement are inclusive of the matters, salary, wage and allowance rates set out in Schedule 1, Schedule 1B and Schedule 2 in the “Administrative Arrangement”.
- 4.4 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.
- 4.5 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 “Administrative Arrangement” means the document titled “Administrative implementation of industrial arrangements: SA Police”, signed by the Commissioner of Police, the Police Association of South Australia and the declared employer (‘the signatories’) dated 2 October 2019 and the matters therein agreed to be implemented administratively and in good faith by the signatories.
- 5.3 “Commissioner of Police” includes a person acting in that position and a delegate.
- 5.4 “Officer of Police” means any employee of South Australia Police of or above the rank of Inspector but below the rank of Assistant Commissioner (including Commissioned Officers of such rank).
- 5.5 “ordinary time rate” is derived from the employee’s applicable annual rate as prescribed in Schedule 1.1 Salary and Rates of Pay.
- 5.6 “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.
- 5.7 “substantive” in respect of a rank, particular role or position, means that the person has been permanently appointed to (i.e. holds) the rank, role or position (i.e. a person who is acting, relieving or temporarily in a rank, role or position is not substantively therein).

### 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 45, 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 Treasury and Finance, Industrial Relations and Policy Branch.
- 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 South Australian Employment Tribunal.
- 7.10 In order to allow for peaceful resolution of grievances, the parties will be committed to avoid industrial dispute 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 (ffpp) commencing on or after:
- 8.1.1 1 January 2021: 2% pa general increase (as per Schedule 1).
- 8.1.2 1 January 2022: 2% pa general increase (as per Schedule 1).
- 8.1.3 1 January 2023: 2% pa general increase or police specific inter-jurisdictional adjustment based on the methodology used in the "Administrative Arrangement", whichever is the greater.
- 8.1.4 1 January 2024: 2% pa general increase or police specific inter-jurisdictional adjustment based on the methodology used in the "Administrative Arrangement", whichever is the greater.
- 8.1.5 Schedule 1 sets out the salary rates provided that if an inter-jurisdictional adjustment becomes applicable, then the parties agree to vary the schedule to the extent applicable.

## **9. COMMUNITY CONSTABLE / SENIOR COMMUNITY CONSTABLE / SENIOR COMMUNITY CONSTABLE FIRST CLASS**

- 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 SAPOL Human Resources management.
- 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.
- 9.3 The classification of Unrestricted Community Constable has been discontinued. An employee classified as Unrestricted Community Constable will be transitioned to the new classification of Senior Community Constable First Class operative from the commencement of this agreement.
- 9.4 Progression from Senior Community Constable to Senior Community Constable First Class will be based on assessment of a Senior Community Constable's sustained level of advanced performance against the requirements of their position. A Senior Community Constable will be required to apply for progression to Senior Community Constable First Class, having completed any minimum period of service and/or training course mandated for that purpose (e.g. Senior Community Constable First Class Progression Assessment).
- 9.5 SAPOL agrees to consult with PASA with regard to the protocols for progression.

## **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 Employees 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 42 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 employees 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 employees of the same rank, the senior employee is the employee who has been holding the rank continuously for the longer period of time. Should two employees have held the same rank for the same period of time, the employee whose previous rank was higher is the senior, or if the previous rank of both was the same, the employee who held that previous rank for the longer period of time is the senior. If seniority has still not been distinguished, then the employee 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, which will have operative effect from the date of approval by the Commissioner of Police.
- 10.12 The Brevet Sergeant classification will apply to those Senior Constable and Senior Constable First Class positions that require defined functions to be performed as approved by the Commissioner of Police.
- 10.13 An employee who holds 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 The payment will form part of annual salary and apply for all award, long service leave, agreement and superannuation purposes, and will continue whilst the employee is absent on all other forms of paid leave.
- 10.15 An employee who works 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 this agreement, where appropriate.
- 10.18 An employee will hold the classification of Brevet Sergeant and receive the Brevet Sergeant payment only for the period of time that the employee is in a position performing the recognised function within approved areas.

## 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 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 Employees 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, agreement and superannuation purposes, and will continue whilst the employee is absent on all other forms of paid leave.
- 11.4 Employees 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 Employees 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 Employees 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 this agreement, where appropriate.

#### **Day Working Senior Sergeant – Request to Work Shifts**

- 11.9 Subject to prior approval of a request by a day working Senior Sergeant to work a shift other than day shift, in lieu of the rate of time and a half (i.e. 50 per cent) in clause 4.11.2.1 of the Police Officers Award, the day working Senior Sergeant, for work in ordinary time, who works an afternoon, night or late night shift that does not continue for at least four (4) consecutive shifts, will be paid an additional payment at the rate of:
- 11.9.1 15 per cent of the rates for Senior Sergeant prescribed in ‘Schedule 1.1 Salary and Rates of Pay’ of this agreement for afternoon shift.
- 11.9.2 20 per cent of the rates for Senior Sergeant prescribed in ‘Schedule 1.1 Salary and Rates of Pay’ of this agreement for night shift.
- 11.9.3 25 per cent of the rates for Senior Sergeant prescribed in ‘Schedule 1.1 Salary and Rates of Pay’ of this agreement for late night shift (i.e. any shift finishing after 2.30 am but before 12 noon).

#### **Shift Working Sergeant Relieving Day Working Senior Sergeant Position**

- 11.10 Subject to this clause, when a shift working Sergeant relieves higher duties in a day working Senior Sergeant position as per clause 4.15 of the Police Officers Award, the Sergeant will be entitled to the greater of wage maintenance or the payments applicable to that day working Senior Sergeant position.
- 11.10.1 A period of wage maintenance will generally not exceed six weeks and cumulative periods of wage maintenance in a financial year will generally not exceed 12 weeks.
- 11.10.2 In this clause, ‘wage maintenance’ means the salary, penalties, and allowance conditions to which the shift working Sergeant would otherwise have been entitled had the shift working Sergeant not been required to perform higher duties relieving in the day working Senior Sergeant position.

### **12. PEGGED EMPLOYEES**

- 12.1 Any employee 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 2019 - \$33.65
- 13.3.2 These rates will increase to maintain equivalence with the on call rates payable under any successor to the South Australian Modern Public Sector Enterprise Agreement: Salaried 2017 (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 2019 - \$58.85
- 13.3.4 These rates will increase to maintain equivalence with the on call rates payable under any successor to the South Australian Modern Public Sector Enterprise Agreement: Salaried 2017 (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 Branches 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 employee 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 employee is absent on the following paid leave entitlements:
- Care of sick child
  - Urgent pressing necessity
  - Compassionate
  - Family carers
  - Pre-natal
  - Maternity/adoption/conforming surrogacy.
- 14.5 The allowance will continue:
- 14.5.1 during periods when an employee is absent on accrued Time Off in Lieu of Overtime regardless of the day or shift that has been rostered;
  - 14.5.2 whilst an employee leaves an area temporarily to attend training commitments providing the employee returns to an area where the allowance is applicable at the completion of the training; and
  - 14.5.3 whilst an employee is on Programmed Hours Off.
- 14.6 The allowance will not be paid on any day that an employee is absent on sick leave, long service leave, police service leave, or unpaid leave.
- 14.7 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.
- 14.8 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).

- 14.9 Employees subject to this allowance are required to work an average of 152 hours over 28 consecutive days.
- 14.10 The number of ordinary hours to be worked in any day will not be less than 8 hours, excluding meal breaks.
- 14.11 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.
- 14.12 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/District 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.
- 14.13 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.
- 14.14 Diversion of Telephones when on Rest Days Off:
- 14.14.1 Employees 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.
- A necessary recall to duty will be in circumstances of an emergency or an urgent requirement for immediate police attendance.
- 14.15 Recalled to work on a Rest Day Off (RDO) in the employee's clause 14 Police Station District:
- 14.15.1 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.
- 14.15.2 Recall to duty for an emergency or an urgent requirement for immediate police attendance where more than 4 hours is worked, will entitle the employee 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.
- 14.15.3 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 employee 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).
- 14.16 Recalled to work on a Rest Day Off into another clause 14 Police Station District:
- 14.16.1 Recall to duty for an emergency or an urgent requirement for police attendance will entitle the employee 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.
- 14.17 Recalled to work on a Rest Day Off into a non clause 14 Police Station District:
- 14.17.1 Recall to duty for an emergency or an urgent requirement for police attendance will entitle the employee 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.
- 14.18 Rostered to work in a non clause 14 Police Station District on a Saturday, Sunday or Public Holiday for a Specific Rural Event or Operation:

- 14.18.1 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.
- 14.19 Recalled to work on Programmed Day Off (PDO):
- 14.19.1 No additional payment as this requirement is included in the clause 14 allowance.
- 14.19.2 An alternate PDO will be granted if recalled to work within the rostered shift hours for that day.
- 14.19.3 If recalled to work outside of the rostered shift for that day no additional payment or alternate PDO as the PDO has been taken.
- 14.20 Work on Public Holidays in own clause 14 Police Station District:
- 14.20.1 May be rostered to work for up to 5 Public Holidays in any financial year without additional payment.
- 14.20.2 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.
- 14.20.3 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.
- 14.20.4 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).
- 14.21 Where a rostered day off (Monday to Friday) coincides with a public holiday, and the employee is not required to work on that day in accordance with clause 14.21, the employee 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 Area / District Manager or Senior Sergeant prior to the day.
- 14.22 Clause 14 employees 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

- 14.23 There are two types of activities that occur outside of ordinary hours that are categorised as overtime for employees subject to this allowance. These can be defined as follows:
- 14.23.1 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.
- 14.23.2 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.
- 14.24 Employees are required to obtain prior authority to work overtime from the LSA / District Manager, Senior Sergeant or nominee. When it is not practicable to obtain this authority, the LSA / District 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.
- 14.25 Self-generated overtime is to be strictly controlled, and to that end will be recorded on Workforce Central timecards.
- 14.26 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 / District Manager or Senior Sergeant, and then only for an emergency or an urgent requirement for police attendance.

- 14.27 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 / District Manager or Senior Sergeant.
- 14.28 Where employees subject to this allowance are rostered to work outside of their station district by the LSA / District 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

- 14.29 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.
- 14.30 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.
- 14.31 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.
- 14.32 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.
- 14.33 Employees are to be clearly instructed by managers that they are to have four RDOs during each fourteen-day pay period. (Refer to clause 14.12 where insufficient days remain in a current pay period).
- 14.34 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 employees. Clause 14 employees 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 / Districts may incur additional penalty entitlements for this group of employees in accordance with these guidelines or relevant Police Officers Award/agreement provisions to compensate them for the additional social dislocation incurred.

#### Telephones

- 14.35 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.
- 14.36 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.
- 14.37 Employees may with the approval of the LSA / District 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.
- 14.38 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 / District Manager.

#### Station Reliefs

- 14.39 Two person stations or units will not as a general rule be provided with a relief employee whilst one employee 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 / District Manager.
- 14.40 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 employee during the absence of the incumbent employee.
- 14.41 Managers are to ensure sufficient arrangements are in place to provide adequate coverage to those stations/units or areas if a relieving employee 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.
- 14.42 The second employee 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 employees to gain wider experience. This may require the employee to travel daily from the home station to the station or unit where relief is being provided. The relieving employee 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

- 14.43 Managers and employees have a duty to ensure that safe working practices are adopted in respect of employees subject to this allowance.
- 14.44 Employees are not to work excessive hours without periods of at least 8 consecutive hours of rest.
- 14.45 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.
- 14.46 Employees will have the right to consult with their LSA / District 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.
- 14.47 The LSA / District 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.
- 14.48 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.
- 14.49 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 Branch 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 this agreement's Grievance and Dispute Avoidance procedures.

#### Guidelines Review

- 14.50 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 this agreement's 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 Comcen Extended Hours Roster will be paid an additional payment at the rate of 23 per cent of the rates prescribed by this agreement (the "Comcen Allowance").
- 16.2 The Comcen Allowance will continue whilst an employee is absent on the following paid leave entitlements:
- Care of sick child
  - Urgent pressing necessity
  - Compassionate
  - Family carers
  - Pre-natal
  - Maternity/adoption/conforming surrogacy.
- 16.3 The Comcen Allowance will continue:
- 16.3.1 during periods when an employee is absent on accrued time off in lieu of overtime regardless of the day or shift that has been rostered;
- 16.3.2 whilst an employee is on dayshift(e.g. attending as a police witness in court);
- 16.3.3 whilst an employee leaves an area temporarily to attend training commitments providing the employee returns to an area where the Comcen Allowance is applicable at the completion of the training; and
- 16.3.4 whilst an employee is on Programmed Hours Off.
- 16.4 An employee seconded or transferred from a shift work roster to an area where the Comcen Allowance is applicable and where they are required to work the Comcen Extended Hours Roster will change over to the Comcen Allowance on the day the transfer or secondment commences and their shift work status will continue for annual leave loading purposes.
- 16.5 The Comcen Allowance will not be paid on any day that an employee 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 an employee's base salary will be paid fortnightly to all Police Band employees, 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 employees 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 employees 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 employees of the Police Band will be classified as shift workers.
- 17.5 Band employees 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, employees 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/conforming surrogacy.
- 17.12 The allowance will continue:
- 17.12.1 during periods when an employee is absent on accrued TOIL regardless of the day or shift that has been rostered;
- 17.12.2 whilst an employee leaves an area temporarily to attend training commitments providing the employee returns to an area where the allowance is applicable at the completion of the training; and
- 17.12.3 whilst an employee is on Programmed Hours Off.
- 17.13 The allowance will not be paid on any day that an employee 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 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 the Rotational Shift Allowance for Long Term Patrol Officers, an employee must:
- 18.2.1 hold and be working in a patrol or other general duties position; and

- 18.2.2 (a) be allocated and working an approved indicative roster which requires the employee to rotate through shifts which cover 7 days a week, and which cover a full 24 hour cycle, or
- (b) be allocated and working in a shift work position within a Response Team or District Policing Team or Public Transport Policing Team where the employee is required to work an indicative roster that rotates through more than two shifts (i.e. combination of day shift, afternoon shift and night shift); and
- 18.2.3 have completed a minimum of eight cumulative years working in a uniform general duties position that has worked a 24 hour rotation.
- 18.3 In addition to the preceding requirements, to be eligible for the Tier 2 payment an employee must at all relevant times also hold a substantive position at the rank of Sergeant.
- 18.4 The allowance will not form part of annual salary and will not be included for the purposes of calculating any other award/agreement entitlements (e.g. overtime, shift penalties, etc.) or relevant superannuation provisions. The allowance will continue whilst the employee is absent on all forms of paid leave.
- 18.5 An employee who is eligible as per this clause who works on a part-time basis will receive the allowance on a pro-rata basis.
- 18.6 The allowance will be paid fortnightly.
- 18.7 The allowance will continue whilst the employee leaves an area temporarily to attend training commitments providing the employee returns to a position to which the payment is applicable at the completion of the training.
- 18.8 The allowance will cease to be paid to an employee from the date of the transfer of the employee to any position that does not meet the criteria in this clause.
- 18.9 Where an employee holds a permanent position within an area or position to which this allowance applies, having performed a period of continuous relieving or secondment, the employee is eligible to have that period of relieving or secondment counted as service for the purpose of calculating allowance 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 employee 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; and
- 19.2.2 be allocated and working an approved indicative roster which requires the employee 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 has 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 applicable 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 applicable general duties patrol team on a daily basis when the Brevet Sergeant is absent for a period of up to 4 working days.

- 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 senior patrol officer daily allowance during an applicable shift.
- 20.6 The allowance will be paid fortnightly.
- 20.7 The assignment, or cessation of assignment, of an employee 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, 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 or be a District Policing Team or be a Public Transport Policing Team;
  - 20.8.3 Supervised by a substantive Sergeant position; and
  - 20.8.4 Comprised of at least six substantive general duties member positions working to the general duties member Position Information Document (PID).

## **21. GENERAL DUTIES SERGEANT ALLOWANCE**

- 21.1 The General Duties Sergeant Allowance will continue during the life of this agreement in order to attract and retain appropriate personnel to the role and position of General Duties Sergeant.
- 21.2 Subject to this clause, the General Duties Sergeant Allowance will be payable as specified in this clause at a rate derived from the specified percentage of an annual salary and will be implemented in 2 phases.
- 21.3 Phase 1 – 1.5% per annum of applicable annual salary rate
- 21.3.1 From the first full pay period commencing on or after commencement of this enterprise agreement, an employee who substantively holds, or is acting or relieving in, the rank and position of General Duties Sergeant will be entitled to a General Duties Sergeant Allowance at a rate of payment based on 1.5% per annum of their applicable annual salary rate.
  - 21.3.2 For an employee who substantively holds the rank and position of General Duties Sergeant as at the commencement of this enterprise agreement, the immediate preceding sub-clause 21.3.1 will have operative effect from the first full pay period commencing on or 1 July 2020, or the date thereafter from which the employee substantively commenced to hold the rank and position of General Duties Sergeant, whichever is the later.
- 21.4 Phase 2 – 3.5% per annum of applicable annual salary rate
- 21.4.1 From the first full pay period commencing on or after 1 July 2021, an employee who substantively holds, or is acting or relieving in, the rank and position of General Duties Sergeant will be entitled to a General Duties Sergeant Allowance at a rate of payment based on 3.5% per annum of their applicable annual salary rate.
- 21.5 The allowance will apply to country and metropolitan General Duties Sergeant positions.

- 21.6 The General Duties Sergeant Allowance will apply to an employee who substantively holds, or is acting or relieving in, the rank and position of General Duties Sergeant in metropolitan and country locations.
- 21.7 A reference to acting or relieving means acting or relieving as per clause 4.15 of the Police Officers Award for the period specified therein.
- 21.8 The allowance will not form part of annual salary and will not be included for the purposes of calculating any other award/agreement entitlements (e.g. overtime, shift penalties, etc.) or relevant superannuation provisions.
- 21.9 The allowance will continue whilst the employee is absent on all forms of paid leave.
- 21.10 An employee who works on a part-time basis will receive the allowance based on their part-time salary rate.
- 21.11 The allowance is payable as a fortnightly amount. The allowance will continue whilst the employee leaves an area temporarily to undertake training providing the employee returns to a General Duties Sergeant position at the completion of the training.
- 21.12 The allowance will cease to be paid to an employee from the date of the transfer of the employee to any position to which the allowance does not apply.

## **22. GENERAL DUTIES SERGEANT DAILY HIGHER DUTIES ALLOWANCE**

- 22.1 Subject to this clause, a General Duties Sergeant Daily Higher Duties Allowance will be payable on a shift by shift basis to an employee who is required to temporarily relieve in a position of General Duties Sergeant for a period of one (1) full shift or more up to four (4) working days, and will apply to metropolitan and country General Duties Sergeant positions.
- 22.2 The General Duties Sergeant function will be performed by one employee on each general duties team on a daily basis when the General Duties Sergeant is absent for a period of one (1) full shift or more up to four (4) working days.
- 22.3 An employee who is both assigned as, and performs the function of General Duties Sergeant for a period of one (1) full shift or more up to four (4) working days, will be entitled to be paid the daily allowance prescribed in Schedule 4.
- 22.4 Only one employee on each general duties team will be eligible to be paid the General Duties Sergeant Daily Higher Duties Allowance per shift.
- 22.5 The allowance will be paid fortnightly.
- 22.6 The relieving of the General Duties Sergeant function will:
- 22.6.1 generally be performed by the designated second-in-charge (i.e. Brevet Sergeant);
  - 22.6.2 occur on a shift by shift basis;
  - 22.6.3 be deemed to be a team based assignment made for the purposes of this clause only and does not require a selection process; and
  - 22.6.4 have regard to any guidelines issued by the Commissioner of Police from time to time.

## **23. PATROL TUTOR ALLOWANCE**

- 23.1 SAPOL provides for Patrol Tutors in LSAs / Districts to assume responsibility for directly managing the development of cadets during "outphase" and probationary constables during their first six months of service following graduation.
- 23.2 A daily Patrol Tutors Allowance of an amount as per Schedule 4 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.
- 23.3 The allowance will not form part of annual salary and will not be included for the purposes of calculating any other award/agreement entitlements (e.g. overtime, shift penalties, etc.) or relevant superannuation provisions.

## **24. PROSECUTION**

- 24.1 The Prosecutor Attraction and Retention Allowance will continue during the life of this agreement in order to attract and retain appropriate personnel to the role of prosecutor.

- 24.2 Prosecutors, excluding Officers of Police, who hold a permanent position in Prosecution Units or other areas where they provide prosecutorial services, will receive the allowance.
- 24.3 An allowance of an amount per annum prescribed in Schedule 4 will be paid to a Prosecutor holding a permanent position that requires the successful completion of the Prosecutor Training Course and prosecution in court when required.
- 24.4 The allowance will not form part of annual salary and will not be included for the purposes of calculating any other award/agreement entitlements (e.g. overtime, shift penalties, etc.) or relevant superannuation provisions.
- 24.5 The allowance will continue whilst the employee is absent on all forms of paid leave.
- 24.6 The allowance will be paid fortnightly.
- 24.7 The allowance will continue whilst an employee leaves an area temporarily to undertake training providing the employee returns to a prosecutor position at the completion of the training.
- 24.8 The allowance will cease to be paid to an employee from the date of the transfer of the employee to any position to which the allowance does not apply.

## **25. DETECTIVES**

- 25.1 The Detective Attraction and Retention Allowance will continue during the life of this agreement in order to attract and retain appropriate personnel to the role of detective.
- 25.2 Employees, excluding Officers of Police, who have completed the Detective Training Course (or past equivalent) and hold a permanent Detective position within an LSA / District 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 detective, will receive the allowance.
- 25.3 An allowance of an amount per annum prescribed in Schedule 4 will be paid to a Detective 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.
- 25.4 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.
- 25.5 The allowance will not form part of annual salary and will not be included for the purposes of calculating any other award/agreement entitlements (e.g. overtime, shift penalties, etc.) or relevant superannuation provisions. The allowance will continue whilst the employee is absent on all forms of paid leave.
- 25.6 Employees to whom this clause applies, who work on a part-time basis will receive the allowance on a pro-rata basis.
- 25.7 The allowance will be paid fortnightly.
- 25.8 The allowance will continue whilst an employee leaves an area temporarily to undertake training providing the employee returns to a Detective position at the completion of the training.
- 25.9 The allowance will cease to be paid to an employee from the date of the transfer of the employee to any position to which the allowance does not apply.

## **26. STAR GROUP OPERATIONS AND WATER OPERATIONS ALLOWANCE**

- 26.1 Subject to this clause, STAR Group Operations and Water Operations Section employees who achieve and maintain high levels of competencies specifically related to their duties will be eligible for the STAR Group Operations and Water Operations allowance, payable at the annual rate prescribed in Schedule 4.
- 26.2 STAR Group Operations and Water Operations Section employees must at all relevant times achieve and maintain the competencies required for internal accreditation to perform their duties.

- 26.3 The allowance will be paid to an employee of STAR Group Operations and Water Operations Section 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.
- 26.4 The allowance will not form part of annual salary and will not be included for the purposes of calculating any other award/agreement entitlements (e.g. overtime, shift penalties, etc.) or relevant superannuation provisions. The allowance will continue whilst the employee is absent on all forms of paid leave.
- 26.5 Employees to whom this clause applies, who work on a part-time basis will receive the allowance on a pro-rata basis.
- 26.6 The allowance will be paid fortnightly.
- 26.7 The allowance will continue whilst an employee leaves the area temporarily to undertake training providing the employee returns to a STAR Group Operations or Water Operations Section position at the completion of the training.
- 26.8 The allowance will cease to be paid to an employee from the date of the transfer of the employee to any position to which the allowance does not apply.

## **27. ACCREDITED EXPERT ALLOWANCE**

- 27.1 Subject to this clause, this Accredited Expert Allowance comes into effect from the first full pay period (ffpp) commencing on or after commencement of this agreement.
- 27.2 Subject to this clause, the Accredited Expert Allowance prescribed in Schedule 4 as an amount per annum is payable at a fortnightly rate to an accredited expert on and from production by that employee to the Commissioner of Police of an applicable expert accreditation and while that employee substantively holds an accredited expert position within an expert function, provided that whenever held on a part-time basis, the allowance is payable on a pro rata basis based on the applicable part-time fraction.
- 27.3 For an accredited expert who substantively holds an accredited expert position within an expert function as at the commencement of this agreement, this clause will have operative effect to such employee from the first full pay period to commence on or after 1 July 2020, provided that this sub-clause will not operate in relation to any period of relieving or acting in any such position.
- 27.4 An employee in receipt of this allowance must give written notice to the Commissioner of Police within 7 days if the employee ceases to have an expert accreditation applicable to an accredited expert position.
- 27.5 This allowance is not payable after the end of the pay period in which the employee ceases to have an applicable expert accreditation; ceases to hold an accredited expert position; or transfers to or works in a position that is not an accredited expert position.
- 27.6 The allowance is not part of annual salary and is not included or payable for or in respect of calculating any other award/agreement entitlements (e.g. overtime, shift penalties, or other entitlements whatsoever) or relevant superannuation provisions.
- 27.7 The allowance is payable during all forms of paid leave.
- 27.8 For the purposes of this clause:

‘accredited expert’ means an employee who meets the following criteria:

The employee substantively holds an accredited expert position within an expert function;

The employee has, and maintains, expert accreditation in the field of expertise of the expert function; and

The employee satisfies the Commissioner of Police that the employee holds, and continues to hold, an expert accreditation applicable to the accredited expert position held by the employee,

provided that if an expert accreditation expires, ceases, is withdrawn, or is suspended by the accrediting body (or successor thereof), or if the Commissioner of Police is satisfied that the accreditation ceases to be generally recognised as such within the field of expertise, the employee ceases thereupon to be an accredited expert.

'accredited expert position' is a position within a field of expertise or expert function that requires expert accreditation and has been designated as such by the Commissioner of Police.

'expert accreditation' means that the expertise of the employee in a field of expertise has been objectively assessed and certified, and periodically re-assessed and re-certified, by an external independent specialist body as meeting defined high level standards of knowledge and expertise so as to be accredited (or certified) by that body as an expert in that field of expertise. An employee who ceases at any time and for whatever reason to hold an expert accreditation (or certification) is not an accredited expert.

'expert function' means the Reconstruction and Technical Examination Unit (Major Crash Investigations Section), Fingerprint Bureau, Forensic Response Section and such other function as may be determined or designated as such at the absolute discretion of the Commissioner of Police.

'external independent specialist body' means a body or entity that is not SAPOL or associated with SAPOL that, within the field of expertise, is nationally or internationally recognised as an independent body that maintains and objectively assesses the standards of learning, knowledge and capability within the field, including accreditation and re-accreditation (incl. certification) of expertise and is recognised as such by the Commissioner of Police, who may have regard to whether the body or entity is recognised as such by a superior court of law of this State.

'field of expertise' means a highly specialised and specific discipline or area of work that requires specialist study/ies, tertiary or post-graduate qualifications, experience, accreditation and accountability for independent judgement to be applied within an accredited expert position in an expert function, and is recognised as such by the Commissioner of Police.

## **28. RESTRUCTURING ALLOWANCE**

- 28.1 An employee in receipt of the restructuring allowance via clause 14 of the South Australia Police Department Ordinary Rank and Non Commissioned Officer Enterprise Agreement 1998, 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 other employees.

## **PART D – WORKING CONDITIONS AND ENTITLEMENTS**

### **29. FLEXIBLE ROSTERING**

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

#### **Flexible Rostering Guidelines**

- 29.2 All rosters must comply with the Police Officers Award and any associated agreement conditions and be developed at the local level in consultation with the employees who will be working the roster.
- 29.3 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.
- 29.4 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 employees on any shift or day to maintain effective service delivery and to allow for training, developmental and other contingencies.
- 29.5 Roster cycles must not exceed 18 weeks to accommodate administrative requirements of the payroll segment of the Human Resource Management System.
- 29.6 A precise disposition roster will be posted in each workplace 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.

- 29.7 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.
- 29.8 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.
- 29.9 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.
- 29.10 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.
- 29.11 The maximum number of consecutive PM shifts (either afternoon or night) should be limited to seven and, where practicable, no more than four.
- 29.12 Grievances associated with rostering are to be resolved in accordance with the established dispute resolution procedures as detailed in this agreement.

### **30. FLEXIBLE SHIFTWORK ALLOWANCE (FSA)**

- 30.1 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.
- 30.2 Any police officer or community constable not being an Officer of Police, who is working part-time in a Branch, Section or Unit 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.
- 30.3 An allowance of 18.5% of an employee'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 Officers Award. The allowance is to be exclusive of penalty payments for work on public holidays, and overtime.
- 30.4 For the purposes of the FSA, "required to work shifts" means an employee allocated to an approved indicative roster which requires the employee to work on any day, afternoon or night shifts rotating on any two or three of such shifts.
- 30.5 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.
- 30.6 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 29 (excluding clause 29.10) will apply to employees in receipt of the FSA.
- 30.7 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.
- 30.8 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 Branch 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.

- 30.9 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.
- 30.10 Where an employee 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.
- 30.11 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/conforming surrogacy.
- 30.12 The allowance will continue:
- 30.12.1 during periods when an employee is absent on accrued time off in lieu of overtime regardless of the day or shift that has been rostered;
- 30.12.2 whilst an employee is on dayshift (e.g. attending as a police witness in court);
- 30.12.3 whilst an employee leaves an area temporarily to attend training commitments providing the employee returns to an area where the allowance is applicable at the completion of the training; and
- 30.12.4 whilst an employee is on Programmed Hours Off.
- 30.13 An employee seconded or transferred from a shift work roster to an area where the allowance is applicable and where the employee is 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.
- 30.14 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.
- 30.15 The allowance will not be paid on any day that an employee is absent on sick leave, long service leave, police service leave, or unpaid leave.
- 30.16 During the life of this 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.
- 30.17 Schedule 2 provides further details.

### **31. RESPONSE EXTENDED HOURS ROSTER (REHR) – RESPONSE ALLOWANCE**

- 31.1 A Response Extended Hours Roster (REHR) will apply for shift workers working a 24 hour cycle, 7 days a week in Response Teams in Metropolitan Operations Service (MOS). The REHR will generally include some 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 REHR will become ordinary hours.
- 31.2 An employee, excluding an Officer of Police, working the REHR will receive an all-inclusive allowance of 23% of their applicable base salary to be paid fortnightly in lieu of both paid meal breaks and shift penalties at clause 5.1 (Hours of Work) and clause 4.11 (Shift Work Allowance for Shift Workers) of the Police Officers Award (the “Response Allowance”). The Response Allowance is to be exclusive of penalty payments for work on public holidays, and overtime.

- 31.3 This clause does not apply to a part-time employee or an employee who does not work the REHR.
- 31.4 For the purpose of clause 5.2 of the Police Officers Award, approved overtime is payable for work in excess of the ordinary hours prescribed on each rostered shift in the REHR (e.g. for a 9 hour shift approved overtime applies after 9 ordinary hours).
- 31.5 The Response 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).
- 31.6 The duration of each rostered shift within the REHR is determined as ordinary hours.
- 31.7 The Response Allowance will continue whilst an employee is absent on the following paid leave entitlements:
- Care of sick child
  - Urgent pressing necessity
  - Compassionate
  - Family carers
  - Pre-natal
  - Maternity/adoption/conforming surrogacy.
- 31.8 The Response Allowance will continue:
- 31.8.1 during periods when an employee is absent on accrued time off in lieu of overtime (TOIL) regardless of the day or shift that has been rostered;
- 31.8.2 whilst an employee is on dayshift (e.g. attending as a police witness in court); and
- 31.8.3 whilst an employee leaves an area temporarily to attend training commitments providing the employee returns to an area where the Response Allowance is applicable at the completion of the training.
- 31.9 An employee working the REHR does not accrue Programmed Days Off. The Response Allowance will continue when previously accrued Programmed Days Off are taken.
- 31.10 Annual Leave Loading:
- 31.10.1 For the purpose of clause 6.1.7.1 of the Police Officers Award, annual leave loading shall be calculated on the 23 per cent Response Allowance and will be paid in accordance with clause 37 of this agreement.
- 31.10.2 An employee seconded or transferred to an area where the Response Allowance is applicable and where they are required to work the REHR will change over to the Response Allowance on the day the transfer or secondment commences for the purposes of annual leave loading.
- 31.11 The Response Allowance will not be paid on any day that an employee is absent on sick leave, long service leave, police service leave, or unpaid leave.
- 31.12 Rest Days Off duty:
- 31.12.1 The 10 week REHR includes 20 Rest Days Off.
- 31.12.2 Should an employee be required to work or be recalled to work on a Rest Day, the time so worked shall count as overtime and be paid in accordance with clause 5.2 of the Police Officers Award.
- 31.12.3 When a Rest Day falls on a public holiday occurring on a Monday to Friday inclusive the employee shall receive an additional seven point six (7.6) hours pay calculated on the employee's base salary rate.
- 31.13 Non Work Days:
- 31.13.1 Non Work Days shall be the days on which an employee is not required for duty in accordance with the REHR and which is neither a Rest Day Off or a day on which the employee is on some other form of approved leave.
- 31.13.2 Should an employee be required to work or be recalled to work on a Non Work Day the time so worked shall count as overtime and be paid in accordance with clause 5.2 of the Police Officers Award.

- 31.14 Alternative rosters may be trialled within MOS Response if agreed between SAPOL and PASA.

## 32. WORKLIFE FLEXIBILITY

### Family Carers' Leave

- 32.1 An employee 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.
- 32.1.1 For the purpose of this clause, the following are to be regarded as a member 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.
- 32.1.2 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.
- 32.1.3 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.
- 32.1.4 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

- 32.2 The parties acknowledge that from the date of approval of this agreement by the SAET, SAPOL will vary its policy concerning maternity, adoption and conforming surrogacy 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 / Adoption / Conforming Surrogacy Leave (Paid)

- 32.3 Paid maternity leave, paid adoption leave and paid leave to enable parent-child relationships through surrogacy parenting applies in accordance with this sub-clause.
- 32.3.1 For the purpose of this sub-clause maternity and adoption leave includes a parent taking primary caring responsibility (parent-child relationship) as a consequence of a surrogacy arrangement that conforms to the requirements outlined in the *Family Relationships Act 1975* (SA) (i.e. "conforming surrogacy"). This sub-clause applies to an employee who commences an absence on maternity leave, adoption leave or conforming surrogacy leave on or after the date of approval by the SAET of this agreement.
- 32.3.2 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, or custody of a child through a conforming surrogacy arrangement (as applicable) will be entitled to sixteen (16) weeks paid maternity, adoption or conforming surrogacy leave (as applicable) (the "applicable maximum period").
- 32.3.3 An employee who, at the time of taking such paid maternity, adoption or conforming surrogacy 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").
- 32.3.4 The following conditions apply to an employee applying for paid maternity, adoption or conforming surrogacy leave:
- (a) The total of paid maternity, adoption or conforming surrogacy 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/conforming surrogacy arrangement.

- (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 or conforming surrogacy leave commences. The paid maternity, adoption or conforming surrogacy 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.
- 32.3.5 At the time of applying for paid maternity, adoption, or conforming surrogacy 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, or conforming surrogacy leave commences; or
  - (b) To take the paid maternity, adoption or conforming surrogacy 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).
- 32.3.6 Any employee who is subject to section 27 (2) of the *Police Act 1998* (Probationary Appointment), who elects to take maternity, adoption or conforming surrogacy leave at half pay pursuant to clause 32.3.5, will be considered to be on leave with pay for the applicable maximum period.
- 32.3.7 Paid leave may be taken in conjunction with annual leave, long service leave, police service leave, and other parental leave.
- 32.3.8 Up to 52 weeks (in total) of paid maternity, adoption or conforming surrogacy 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.
- 32.3.9 Where both prospective parents are employed by SAPOL, a period of paid maternity, adoption or conforming surrogacy leave (as applicable) may be shared by both employees, provided that the total period of paid maternity, adoption, or conforming surrogacy 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.
- 32.3.10 Part-time employees will have the same entitlements to paid maternity, adoption or conforming surrogacy 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).
- 32.3.11 During periods of paid maternity, adoption or conforming surrogacy 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.
- 32.3.12 If on or after a date 12 months after the date of approval by the SAET of this agreement the period/s of paid maternity, adoption or conforming surrogacy leave applicable under any successor to the South Australian Modern Public Sector Enterprise Agreement: Salaried 2017 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 SAET to amend any period herein to give effect to this sub-clause and clarity to the operation of this clause.

### **Paid Partner Leave**

32.4 Paid partner leave applies in accordance with this clause.

- 32.4.1 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 or custody of a child/ren through a conforming surrogacy arrangement. The leave will be taken as full working day/s within 3 months of the birth or adoption of the child/ren or commencing care of the child consequent on a conforming surrogacy arrangement.

- 32.4.2 The administrative arrangements for taking this leave will generally be as applicable to Family Carer's Leave.

### **Reimbursement of Reasonable Child Care Expenses**

- 32.5 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.
- 32.5.1 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- 32.5.2 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.
- 32.5.3 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
- 32.5.4 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.
- 32.5.5 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.
- 32.5.6 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**

- 32.6 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.
- 32.6.1 The following types of VFWA will be available to SAPOL employees covered by this agreement subject to the sub-clauses below and arrangements being suitable to SAPOL policies, business, operational and service delivery (internal and external) requirements:

#### Purchased Leave

- (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 ten weeks in a 12 month period.
- i. Purchased Leave is to be treated as leave without pay. Any period of leave without pay greater than one calendar month will not be counted as service for the purpose of accruing long service leave, recreation leave and sick leave entitlements or salary increment progression and any period of leave without pay of any sort whatsoever (unless PMAL or unpaid parental leave that counts as service pursuant to regulation 64(5), Police Regulations 2014) does not count as service for police service leave.
  - ii. Purchased Leave may be taken in conjunction with other leave, however it is not to be granted to break a period of long service leave and/or police service leave (i.e. immediately after a period of long service and/or police service

leave and immediately prior to a further period of long service and/or police service leave).

#### Career Breaks

- (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. A career break may be taken in conjunction with other types of SLWOP including parental leave provisions and may be taken in conjunction with annual leave.

#### Working from Home

- (c) Working from Home.

#### Day Workers

- (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.

#### Compressed Weeks

- (e) Compressed Weeks for day workers only and in relation to one of the following three (3) options, and noting that where an employee is participating in a Compressed Weeks VFWA, the nominated normal hours for any day will constitute the employee's ordinary hours for the day. Approved overtime will only be payable where the employee is required to work hours in excess of those ordinary hours on any day or in excess of the total of those ordinary hours in a week.
- i. 80 hour fortnight comprising 8 x 9 hour shifts and 1 x 8 hour shift and a full 8 hour day off on an agreed day per fortnight; or
  - ii. 40 hour week comprising 4 x 9 hour shifts and 1 x 4 hour shift with a 4 hour half day off on an agreed day per week; or
  - iii. 40 hour week comprising 4 x 10 hour shifts and a full 8 hour day off on an agreed day per week.

#### Personal Flexibility Agreement

- (f) Personal Flexibility Agreement
- i. An employee may initiate a request for, and the employee and their manager may mutually and voluntarily agree to make, a written "Personal Flexibility Agreement" (PFA) that will apply in accordance with this clause.
  - ii. The employee and manager must agree that there is mutual advantage in making such agreement, which will be deemed upon making such agreement.
  - iii. The Personal Flexibility Agreement will operate in accordance with its terms notwithstanding this agreement (other than this clause) and/or Police Officers Award and will not operate for a period/s that extend/s beyond the life of this agreement.
  - iv. A Personal Flexibility Agreement will only operate while the employee is employed in the position for which the PFA is negotiated, unless otherwise agreed.
  - v. A Personal Flexibility Agreement will cease to operate at the end of not less than four weeks written notice to the other (the last day to coincide with the end of a pay period applicable to the employee), unless earlier cessation is agreed by the manager and employee.
  - vi. A request by an employee to a manager for a Personal Flexibility Agreement is not a breach of the no extra claims clause and a manager is not required to accede to such request (i.e. it is wholly voluntary on the part of each of the employee and the manager).
  - vii. Despite any other clause of this agreement, a decision by an employee or a manager to not consider and/or to make a Personal Flexibility Agreement cannot be the subject of a dispute or review, save and except that an employee may request that the manager refer the request for a Personal Flexibility Agreement to the next more senior rank/manager to reconsider, and

the manager may request the employee to revise or reconsider the terms of the request.

- viii. The parties agree to periodically review this provision and make agreed changes where appropriate to ensure continued relevance and application.
- ix. SAPOL will monitor the number of Personal Flexibility Agreements both approved and not approved and PASA may request and be provided therewith not more than 6 monthly.
- x. Other than as prescribed in this clause, guidelines or directions may be issued by the Commissioner of Police from time to time.

### **33. TIME OFF IN LIEU OF OVERTIME (TOIL) PAYMENT**

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

- 33.1 During the same pay period in which the overtime is worked, an employee may request equivalent time off in lieu of payment for overtime, 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 (TOIL) of payment for overtime is calculated on an hour for hour basis.
- 33.2 Notwithstanding clause 33.1, where the incurred overtime is unavoidable and approved as due to operational necessity the agreed time off in lieu of payment will be calculated at the same rate prescribed at clause 5.2 of the Police Officers Award.
- 33.3 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.
- 33.4 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.
- 33.5 For the purposes of clause 33.4, "other activities" does not include operational activities related to normal service delivery such as patrols, attending sporting or special events, RBT operations, and similar.
- 33.6 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.
- 33.7 An employees with accrued TOIL in excess of forty 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.
- 33.8 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.
- 33.9 Employees' pay advice slips will show accrued time in lieu in hours.

### **34. OVERTIME WORKED AS A RESULT OF RECALL**

- 34.1 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.

### **35. 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.

- 35.1 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.



- 35.1.1 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.
- 35.1.2 However, nothing contained in this agreement will entitle an employee to more than 96 programmed hours off in a period of 12 calendar months.
- 35.1.3 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*.
- 35.1.4 Police cadets at training camps or undertaking the academic phases at the Police Academy, Fort Largs, will not be entitled to programmed hours off.
- 35.1.5 Police cadets not at training camps or not undertaking the academic phases at the Police Academy, Fort Largs, are entitled to programmed hours off.
- 35.1.6 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.
- 35.1.7 Where possible programmed hours off should be rostered so that they may be taken in conjunction with rest days off duty.
- 35.1.8 From the first full pay period on or after 1 July 2011, an employee (other than an employee who comes within clause 35.1.3) 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.

## **36. SICK LEAVE / ANNUAL LEAVE IN WORKING HOURS**

- 36.1 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.
- 36.2 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.
- 36.3 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.
- 36.4 The provisions of clause 6.1 of the Police Officers Award will apply except to the extent that:
- (a) annual leave will be credited and debited on an hourly basis; and
  - (b) employees can apply to take up to 80 hours annual leave per year on an hourly basis in lieu of the provisions prescribed in clause 6.1.2.1 of the Police Officers Award.

- 36.5 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.
- 36.6 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.

### **37. ANNUAL LEAVE LOADING PAYMENTS**

This clause does not apply to Officers of Police.

- 37.1 Annual leave loading for all employees will be paid at the day worker rate of 17.5 percent with the applicable balance for shift workers and Response Extended Hours Roster 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.
- 37.2 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.

### **38. RETAINING POLICING KNOWLEDGE AND EXPERIENCE: POLICE SERVICE LEAVE**

- 38.1 The provision of "Police Service Leave" (PSL) to retain policing knowledge and experience will be in accordance with this clause.
- 38.2 A police officer or community constable will become entitled to police service leave in accordance with this clause 38.
- 38.3 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).
- 38.4 For the purposes of this clause, "police service":
- 38.4.1 means continuous service with the South Australia Police within any classification in this agreement or applicable award (a "relevant classification");
  - 38.4.2 includes a period when seconded with the approval of the Commissioner of 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; or to the Independent Commission Against Corruption (ICAC); and
  - 38.4.3 does not include all period/s of unpaid leave of any sort whatsoever (unless it is a period of paid maternity, adoption or conforming surrogacy 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 police officer or a community constable within South Australia Police, unless otherwise determined by the Commissioner of Police.
- 38.5 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.
- 38.6 The leave is to be taken 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.
- 38.7 Where leave is approved for a period of less than one calendar week the appropriate conversion from calendar days to working days will be made, viz 1 single standard working day of 8 hours is equal to 1.4 calendar days.
- 38.7.1 For the purposes of this sub-clause, the leave will not be able to be taken in hours less than one single working day.
  - 38.7.2 For the purposes of this sub-clause, no more than five (5) single working days can be taken in a 12 month period.

- 38.7.3 If an employee working a compressed weeks VWFA applies for a single day of police service leave, if they would usually work an 8 hour day, their single day's leave should be debited from their accrued entitlement as 1.4 calendar days.
- 38.7.4 If the single day of police service leave constitutes a non-standard working day, the appropriate conversion from the calendar day equivalent should be made in hours, as follows or as derived from the following examples:
- (i) 8 hour day/shift is debited as 1.4 calendar days
  - (ii) 9 hour day/shift is debited as 1.68 calendar days
  - (iii) 10 hour day/shift is debited as 1.86 calendar days.
- 38.8 A part-time employee will continue to accrue police service leave at the same rate as a full time employee, however the number of days/hours paid leave in a calendar week that is available will be based on the proportion of time worked.
- 38.9 The leave can be taken in conjunction with all forms of paid leave. An employee can carry over one calendar week of police service leave not taken into a subsequent 5 year period but any police service leave in excess of one calendar week that is not taken by the 5th anniversary will lapse.
- 38.10 A monetary payment (at the ordinary time rate) in lieu of accrued police service leave can be voluntarily applied for and will be approved subject to verification of the employee's accrued entitlement.
- 38.11 The effect of cashing out police service leave is to be dealt with in the same manner as a payment in lieu of long service leave and the relevant superannuation provisions.
- 38.12 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.
- 38.13 Other than as prescribed in this clause, guidelines or directions may be issued by the Commissioner of Police from time to time.

### **39. PAYMENT IN LIEU OF LONG SERVICE LEAVE**

- 39.1 Payment in lieu (at the ordinary time rate) of taking accrued long service leave can be voluntarily applied for and will be approved providing that the employee will maintain a minimum credit of at least 30 days long service leave at the time of making the application.
- 39.2 Payment in lieu (at the ordinary time rate) will operate if the person ceases employment with SAPOL with an unused period of long service leave standing to their credit.
- 39.3 Other than as prescribed in this clause, guidelines or directions may be issued by the Commissioner of Police from time to time.

### **40. 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 and community constables to certain rural or remote locations. The following strategies, designed to attract more police officers and community constables 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.

- 40.1 Level 2 incentives will apply where a police officer or community constable 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 40.8 and in Schedule 3.
- 40.2 Subject to the following sub-clause 40.2.1, 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.

- 40.2.1 From the first full pay period commencing on or after the commencement of this agreement positions at or below the rank of Senior Sergeant and Community Constable positions at Ceduna; Marla; Roxby Downs; Coober Pedy; Peterborough and Leigh Creek, 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 employee's appointment to the position but will not apply after 4 years.
- 40.2.2 Transition: If on the day immediately prior to the commencement of the preceding sub-clause 40.2.1, an employee substantively occupying such a position had not been entitled to a 'Level 1' incentive, the incentive will commence from fpp on or after the commencement of this agreement and apply for the balance of the employee'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).
- 40.3 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 police officer or community constable 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:
- 40.3.1 If at the expiration of the duration of their minimum tenure an employee 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 employee 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.
- 40.4 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.
- 40.5 Schedule 3 sets out the conditions and benefits that will apply for inclusion as part of Level 1, Level 2 or Level 3 incentives.
- 40.6 Subject to clause 40.2.1:
- 40.6.1 Level 1 and Level 2 incentives will apply for the duration the position is occupied by the selected employee only. Level 3 incentives will apply for the duration of any minimum tenure commenced during the defined period of time as per clause 40.3.
- 40.6.2 Level 1 and Level 3 incentives will not be permanently attached to any specific position. Each position will be reviewed upon it becoming vacant.
- 40.7 A contract on agreed conditions will be established between the employee and the Commissioner of Police or his/her delegated authority prior to the appointment being gazetted.

### **Level 2 Incentives**

- 40.8 The following conditions will apply to all police officers and community constables who are employed at stations in the Anangu Pitjantjatjara Lands and Yalata Lands and Oodnadatta.

#### Allowance conditions

- 40.8.1 In lieu of sub-clauses 4.14.1 and 4.14.2 of the Police Officers Award, all employees 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.

- 40.8.2 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.
- 40.8.3 The allowance will continue whilst an employee 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/conforming surrogacy
  - Special Annual.
- 40.8.4 The allowance will continue
- (a) during periods when an employee is absent on accrued Time Off in Lieu of Overtime (TOIL) regardless of the day or shift that has been rostered;
  - (b) whilst an employee leaves an area temporarily to attend training commitments providing the employee returns to an area to which the allowance is applicable at the end of the training; and
  - (c) whilst an employee is on Programmed Hours Off.
- 40.8.5 The allowance will not be paid on any day that an employee is absent on sick leave, long service leave, police service leave, or unpaid leave.
- 40.8.6 Employees subject to this allowance are required to work an average of 152 hours over 28 consecutive days.
- 40.8.7 The number of ordinary hours in any day will not be less than 8 hours, excluding meal breaks.
- 40.8.8 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 employees 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.
- 40.8.9 Special annual leave (see clause 5.5) may be taken as individual days and may be included in a roster cycle to supplement RDOs.
- 40.8.10 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.
- 40.8.11 If an employee is recalled to work on a RDO in an area to which this clause applies:
- (a) Recall to duty for an emergency or an urgent requirement for immediate police attendance where 4 hours or less is worked will continue to be covered by the allowance.
  - (b) Recall to duty for an emergency of an urgent requirement for immediate police attendance where more than 4 hours is worked, will entitle the employee 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 employee 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).
- 40.8.12 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 employee 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.

- 40.8.13 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:
- 40.8.14 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.
- 40.8.15 If an employee 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.
- 40.8.16 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).
- 40.8.17 Where a rostered day off (Monday to Friday) coincides with a public holiday, and the employee is not required to work on that day, the employee 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 Area / District Manager or Senior Sergeant prior to the day.
- 40.8.18 Where an employee subject to clause 40.8 is rostered to work outside the area to which this allowance applies by the LSA / District Manager or Senior Sergeant, alongside employees in receipt of shift and/or overtime penalties, the employee is to receive overtime payments for all time worked in excess of eight ordinary hours.
- 40.8.19 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 employees. These employees 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 / Districts may incur additional penalty entitlements for this group of employees in accordance with this clause or relevant Police Officers Award/agreement provisions to compensate them for the additional social dislocation incurred.

#### Work Health and Safety

- 40.8.20 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.
- 40.8.21 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.
- 40.8.22 Employees will have the right to consult with their LSA / District 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.

- 40.8.23 The LSA / District 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.
- 40.8.24 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.
- 40.8.25 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 Branch 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 this agreement's Grievance and Dispute Avoidance procedures.

#### Other conditions

- 40.8.26 Any police officer or community constable who holds a permanent position in an area to which clause 40.8 applies is entitled to Level 2 incentives as listed in Schedule 3.
- 40.8.27 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.
- 40.8.28 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 this agreement's Grievance and Dispute Avoidance Procedures.

## **41. COUNTRY RELIEF ALLOWANCE**

- 41.1 Metropolitan-based Operations Service Relief employees (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.
- 41.2 As an incentive to attract employees to these positions, the following applies:
- 41.2.1 Operations Service Relief employees 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.
- 41.2.2 The allowance will not form part of annual salary and will not be included for the purposes of calculating any other award/agreement entitlements (e.g. overtime, shift penalties, etc.) or relevant superannuation provisions.

## **42. PROGRESSION**

### **Mixed Functions**

- 42.1 Subject to clause 42.2, an employee 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.

For the purposes of this sub-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**

- 42.2 An employee 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:
- 42.2.1 There will be no aggregation of higher duty periods in constable/senior constable positions from 1 October 2004.
- 42.2.2 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**

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

### **Constable**

- 42.4 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 permanent appointment as a Constable.

For the purposes of this sub-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.

## **43. OFFICERS OF POLICE**

### **Extended Duties**

- 43.1 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.

### **Flexibility Allowance**

- 43.2 Subject to this sub-clause a Flexibility Allowance will be paid at the rates specified for an Officer of Police employed in either a 'day working' or 'shift working' Officer of Police position.
- 43.2.1 Day Working Officer of Police - from the first full pay period commencing on or after 1 July 2016 – an Officer of Police working in day shift position ,i.e. Day Worker – 8% of their applicable annual salary rate in the salary schedules.
- 43.2.2 Shift Working Officer of Police - from the first full pay period commencing on or after commencement of this agreement – an Officer of Police working in a shift work position where the Officer is required to work an indicative roster that rotates through shifts which cover 7 days a week and which cover a full 24 hour cycle – 15% of their applicable annual salary rate in the salary schedules.
- 43.2.3 For an employee who holds a substantive rank and position as an Officer of Police as at the commencement of this agreement, sub-clause 43.2.2 will have operative effect from the first full pay period to commence on or after 1 July 2020.
- 43.2.4 The Flexibility Allowance will be payable fortnightly based on the employee's applicable annual salary and will form part of annual salary for all long service leave, agreement, and superannuation purposes, and will continue whilst the employee is absent on all forms of paid leave.
- 43.2.5 For the purposes of this sub-clause 43.2, with the exception of sub-clause 43.2.3, "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.



## Leave and Working Hours

- 43.3 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:
- Care of a sick child
  - Urgent pressing necessity
  - Compassionate
  - Family carers
  - Pre-natal
  - Maternity/adoption/conforming surrogacy.
- 43.4 An Officer of Police shall manage their own time subject to the overriding discretion of their Manager/Assistant Commissioner or Director to direct the performance of duty.
- 43.5 Notwithstanding overtime is part of an Officers 'salary package' it is not expected that an Officer of Police will be required to work excessive amounts of overtime beyond the minimum 40 ordinary hours per week.
- 43.6 Assistant Commissioners or Directors are to monitor the hours worked by Officers of Police under their control to ensure that the working hours performed are reasonable.
- 43.7 Applicable to an Officer of Police working in a shift working position (i.e. attracting the 15% Flexibility Allowance) and having operative effect from the first full pay period on or after the commencement of this agreement, where an Assistant Commissioner or Director considers the hours worked to be excessive (i.e. excessive beyond ordinary rostered hours), the Assistant Commissioner or Director shall grant special leave with pay to the Officer concerned to provide appropriate relief.
- 43.7.1 Such leave is not to exceed 5 days in any financial year.
- 43.8 Applicable to an Officer of Police working in a day working position (i.e. attracting the 8% Flexibility Allowance) and having operative effect from the first full pay period on or after the commencement of this agreement, five single working days are allocated to an Officer of Police each financial year as 'Officer special leave days' to provide rest and respite. Subject to due consideration of applicable business and organisational requirements, these 'Officer special leave days' can be taken at the discretion of the Officer of Police, subject to the following:
- (a) Must be taken in single working days only.
  - (b) Cannot be taken in conjunction with any form of leave (i.e. immediately before or after leave).
  - (c) Cannot be taken whilst working in a shift working Officer of Police position attracting the 15% Flexibility Allowance.
- 43.8.2 Officer special leave days not taken within the financial year will lapse and cannot be carried over into the next financial year.

## Declared Field Operations

- 43.9 Subject to this clause, an Officer 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.

## 44. WORK HEALTH AND SAFETY

- 44.1 The parties acknowledge the importance of the physical and mental health of employees and aim to be leaders in preventing physical and psychological injuries to employees.
- 44.2 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.

<b>PART E – FUTURE DIRECTIONS AND ONGOING CONSULTATION</b>
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**45. STAFFING NEEDS ON A SHIFT BASIS**

- 45.1 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.
- 45.2 Managers responsible for the rostering of staff and allocation of resources shall consider:
- 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.
- 45.3 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 employees if required.

**46. TAKING AND RECORDING OF POLICE OFFICER DNA**

- 46.1 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.

**47. RESERVED MATTER: INJURY AND INCOME PROTECTION POLICY**

- 47.1 The parties agree to apply their best efforts to resolve, in good faith, all issues regarding work injuries to employees 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”).
- 47.2 The parties agree to apply their best efforts to resolve all outstanding issues regarding work injuries to and income protection of employees of SA Police in accordance with the principles outlined in the “Letter of Offer”.
- 47.3 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.
- 47.4 PASA agrees to suspend all industrial action and its support for legislative change in relation to work injuries to, and income protection of, an employee 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.

<b>PART F – MISCELLANEOUS</b>
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**48. SALARY PACKAGING ARRANGEMENTS**

- 48.1 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.
- 48.1.1 Subject to this clause, the salary payable to an employee who enters into a SSA, pursuant to this agreement will be the salary payable under the SSA, notwithstanding any other provision in, or schedule of, this agreement.
- 48.1.2 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.
- 48.1.3 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.

**49. SAPOL RENEWAL PROGRAM**

- 49.1 SAPOL will develop a 'Policing Renewal' program that includes voluntary early cessation/retirement both to support cessation of a role or position that is no longer required to be performed by a police officer and rejuvenation of the policing workforce.
- 49.2 This will occur in consultation with PASA and preferably be developed during 2021.

**50. REVIEW OF CLAUSE 14 – ONE AND TWO PERSON STATIONS**

- 50.1 A review of the provisions of clause 14 *One and Two Person Stations* shall be conducted not later than during the last 12 months of this agreement (i.e. during the last 12 months of this agreement).
- 50.2 There shall be no obligation on SAPOL or PASA consequent on any outcome, proposal or option arising from the review.

**51. REVIEW OF LEVEL 1 INCENTIVES – HARD TO FILL ATTRACTION AND RETENTION ENTITLEMENTS**

- 51.1 A review of the 'time period' applicable to Level 1 incentives shall be conducted not later than during the last 12 months of this agreement (i.e. during the last 12 months of this agreement).
- 51.2 The scope of the review shall be confined to the applicable 'time period' (i.e. currently not eligible after 4 years) for which eligible employees are entitled to receive Level 1 incentives.
- 51.3 There shall be no obligation on SAPOL or PASA consequent on any outcome, proposal or option arising from the review.

**52. REVIEW OF MOUNTED OPERATIONS UNIT AND FAMILY VIOLENCE INVESTIGATION SECTION – BREVET SERGEANT CLASSIFICATION**

- 52.1 A review of the functions of Mounted Operations Unit (MOU) and Family Violence Investigation Section (FVIS) as it relates to the classification of Brevet Sergeant shall be conducted not later than during the last 12 months of this agreement (i.e. during the last 12 months of this agreement).
- 52.2 The scope of the review shall be confined to reviewing the appropriateness of applying the Brevet Sergeant classification to the specific functions of Mounted Operations Unit and / or Family Violence Investigation Section, respectively.
- 52.3 There shall be no obligation on SAPOL or PASA consequent on any outcome, proposal or option arising from the review.

**53. OPERATIVE EFFECT**

- 53.1 All clauses contained herein shall be operative from the first full pay period commencing on or after 1 January 2021 unless otherwise specified.

**54. ADMINISTRATIVE ARRANGEMENTS: IMPLEMENTATION**Salary, wage and allowance rates

- 54.1 The parties agree that the salary, wage and allowance rates set out in Schedule 1 of the Administrative Arrangement will be included within the applicable schedules of this agreement, having previously been administratively implemented in accordance with the Administrative Arrangement.

Protocol for part-time

- 54.2 The parties agree that SAPOL will establish a protocol, in agreement with PASA, that will enable the creation and implementation of part-time specific sworn positions/roles. It will have appropriate safeguards and enable the applicable employee to return to an FTE role.
- 54.2.1 Appropriate 'safeguards' includes an ability for the part-time employee to revert to full time employment at any time, albeit with reasonable prior notice of a request.
- 54.2.2 Transition arrangements will be established (e.g. appropriate notice, transition process, protocols for any disputes etc.) to cater for those dedicated part-time employees who choose to revert to a full-time role.
- 54.2.3 SAPOL/PASA support the notion of the employee taking their rank / increment with the employee to the dedicated part-time position.

Protocol for accessing ad hoc shifts

- 54.3 That SAPOL will develop and implement a system, including protocols agreed with PASA, whereby employees can on a voluntary basis access ad hoc shifts across districts and functions in areas of high demand. Such system will include the following principles and notions:
- 54.3.1 The foundation principle is to utilise the existing workforce in a different way.
- 54.3.2 Ad hoc shifts will be open on a voluntary basis to full-time and part-time employees (with appropriate qualifications) and may include employees on extended leave (e.g. leave without pay, parental leave, study leave, etc.).
- 54.3.3 Payment for ad hoc shifts worked, including those worked immediately following a normal rostered shift, will attract relevant penalty rates and no over-time rates will apply unless the ad hoc shift extends beyond the designated ad hoc shift completion time.
- 54.3.4 An employee who elects to avail themselves of an ad hoc or voluntary shift must have and maintain relevant qualifications (e.g. IMOST, etc.).
- 54.3.5 Protocols concerning issues impacting leave entitlements will be developed jointly by SAPOL / PASA (e.g. sick leave: an employee would not be entitled to sick leave if he/she does not attend an 'ad hoc' or 'voluntary' shift; and other matters of detail).
- 54.3.6 'High demand' is not intended to have a fixed meaning, rather it is intended to refer to an evaluative opinion or judgement of SAPOL about the extent of demand at the applicable time, period and/or circumstances. It does not apply to 'user-pay' circumstances.

Other reform matters

- 54.4 The parties agree to continue implementation of the balance of the reform matters set out in Schedule 2 of the Administrative Arrangement (or as subsequently negotiated and agreed as between the signatories thereto), unless otherwise addressed in this agreement.

Variation of this agreement

- 54.5 The parties agree:
- 54.5.1 That subject to there being an agreement reached as between the Commissioner of Police, the Police Association of South Australia and the declared employer as to the terms and manner of operation of a protocol or reform matter, it is agreed that pursuant to this sub-clause, each such protocol or reform matter is agreed to come into effect and

operate as agreed between the Commissioner of Police, the Police Association of South Australia and the declared employer.

- 54.5.2 That variation to this agreement may be necessary to correct, or address an anticipated or apparent, ambiguity or uncertainty as between the operation of a protocol or reform matter and this agreement; and
- 54.5.3 That in making this agreement, the parties expressly agree that this agreement may be varied in a manner agreed as between the Commissioner of Police, the Police Association of South Australia and the declared employer in order to give effect to the operation of one or more protocol or reform matters.

## **PART G – SCHEDULES AND SIGNATORIES**

### **55. 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

### **56. SIGNATORIES**

\_\_\_\_\_  
Commissioner of Police

/ / 2021

\_\_\_\_\_  
President, Police  
Association of South  
Australia

/ / 2021

\_\_\_\_\_  
Chief Executive, Department  
of Treasury and Finance

/ / 2021

\_\_\_\_\_  
Witness

/ / 2021

\_\_\_\_\_  
Witness

/ / 2021

\_\_\_\_\_  
Witness

/ / 2021

**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

	<b>Current rate 1/7/19*</b>  <b>(includes Administrative increases from 1/7/18 and 1/7/19*)</b>	<b>Rates from 1/1/21*</b>  <b>2%</b>	<b>Rates from 1/1/22*</b>  <b>2%</b>	<b>Rates from 1/1/23*</b>  <b>2% or Inter- jurisdictional adjustment, whichever is the greater</b>	<b>Rates from 1/1/24*</b>  <b>2% or Inter- jurisdictional adjustment, whichever is the greater</b>
<b>Junior Cadet aged under 21 years*</b>	<b>\$38,245</b>	<b>\$39,010</b>	<b>\$39,790</b>	<b>\$40,586</b>	<b>\$41,398</b>
<b>Cadet</b>	<b>\$58,552</b>	<b>\$59,723</b>	<b>\$60,917</b>	<b>\$62,135</b>	<b>\$63,378</b>
<b>Probationary Constable</b>	<b>\$68,308</b>	<b>\$69,674</b>	<b>\$71,067</b>	<b>\$72,488</b>	<b>\$73,938</b>
<b>Constable</b>					
<b>1</b>	<b>\$70,249</b>	<b>\$71,654</b>	<b>\$73,087</b>	<b>\$74,549</b>	<b>\$76,040</b>
<b>2</b>	<b>\$72,190</b>	<b>\$73,634</b>	<b>\$75,107</b>	<b>\$76,609</b>	<b>\$78,141</b>
<b>3</b>	<b>\$74,131</b>	<b>\$75,614</b>	<b>\$77,126</b>	<b>\$78,669</b>	<b>\$80,242</b>
<b>4</b>	<b>\$76,072</b>	<b>\$77,593</b>	<b>\$79,145</b>	<b>\$80,728</b>	<b>\$82,343</b>
<b>5</b>	<b>\$78,013</b>	<b>\$79,573</b>	<b>\$81,164</b>	<b>\$82,787</b>	<b>\$84,443</b>
<b>6</b>	<b>\$79,954</b>	<b>\$81,553</b>	<b>\$83,184</b>	<b>\$84,848</b>	<b>\$86,545</b>
<b>7</b>	<b>\$81,892</b>	<b>\$83,530</b>	<b>\$85,201</b>	<b>\$86,905</b>	<b>\$88,643</b>
<b>11(capped)</b>	<b>\$81,892</b>	<b>\$83,530</b>	<b>\$85,201</b>	<b>\$86,905</b>	<b>\$88,643</b>

**COMMUNITY CONSTABLE / SENIOR COMMUNITY CONSTABLE****SENIOR COMMUNITY CONSTABLE FIRST CLASS**

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

	<b>Current rate 1/7/19*</b>	<b>Rates from 1/1/21*</b>	<b>Rates from 1/1/22*</b>	<b>Rates from 1/1/23*</b>	<b>Rates from 1/1/24*</b>
	<b>(includes Administrative increases from 1/7/18 and 1/7/19*)</b>	<b>2%</b>	<b>2%</b>	<b>2% or Inter- jurisdictional adjustment, whichever is the greater</b>	<b>2% or Inter- jurisdictional adjustment, whichever is the greater</b>
<b>Community Constable</b>					
<b>1</b>	<b>\$60,992</b>	<b>\$62,212</b>	<b>\$63,456</b>	<b>\$64,725</b>	<b>\$66,020</b>
<b>2</b>	<b>\$65,260</b>	<b>\$66,565</b>	<b>\$67,896</b>	<b>\$69,254</b>	<b>\$70,639</b>
<b>3</b>	<b>\$67,395</b>	<b>\$68,743</b>	<b>\$70,118</b>	<b>\$71,520</b>	<b>\$72,950</b>
<b>Senior Community Constable</b>					
<b>1</b>	<b>\$69,529</b>	<b>\$70,920</b>	<b>\$72,338</b>	<b>\$73,785</b>	<b>\$75,261</b>
<b>2</b>	<b>\$71,054</b>	<b>\$72,475</b>	<b>\$73,925</b>	<b>\$75,404</b>	<b>\$76,912</b>
<b>3</b>	<b>\$72,275</b>	<b>\$73,721</b>	<b>\$75,195</b>	<b>\$76,699</b>	<b>\$78,233</b>
<b>4</b>	<b>\$73,799</b>	<b>\$75,275</b>	<b>\$76,781</b>	<b>\$78,317</b>	<b>\$79,883</b>
<b>Senior Community Constable First Class</b>					
<b>1</b>	<b>\$75,019</b>	<b>\$76,519</b>	<b>\$78,049</b>	<b>\$79,610</b>	<b>\$81,202</b>
<b>2</b>	<b>\$76,849</b>	<b>\$78,386</b>	<b>\$79,954</b>	<b>\$81,553</b>	<b>\$83,184</b>
<b>3</b>	<b>\$78,374</b>	<b>\$79,941</b>	<b>\$81,540</b>	<b>\$83,171</b>	<b>\$84,834</b>
<b>4</b>	<b>\$79,898</b>	<b>\$81,496</b>	<b>\$83,126</b>	<b>\$84,789</b>	<b>\$86,485</b>

**SENIOR CONSTABLE / SENIOR CONSTABLE FIRST CLASS / BREVET SERGEANT****S/CS/C1CB/Sgt****\*the first full pay period commencing on or after date given**

		<b>Current rate 1/7/19*</b>	<b>Rates from 1/1/21*</b>	<b>Rates from 1/1/22*</b>	<b>Rates from 1/1/23*</b>	<b>Rates from 1/1/24*</b>
		<b>(includes Administrative increases from 1/7/18 and 1/7/19*)</b>	<b>2%</b>	<b>2%</b>	<b>2% or Inter- jurisdictional adjustment, whichever is the greater</b>	<b>2% or Inter- jurisdictional adjustment, whichever is the greater</b>
<b>S/C</b>	<b>S/C1C B/Sgt</b>					
<b>1</b>		<b>\$84,053</b>	<b>\$85,734</b>	<b>\$87,449</b>	<b>\$89,198</b>	<b>\$90,982</b>
<b>2</b>	<b>1</b>	<b>\$86,669</b>	<b>\$88,402</b>	<b>\$90,170</b>	<b>\$91,973</b>	<b>\$93,812</b>
<b>3</b>	<b>2</b>	<b>\$89,285</b>	<b>\$91,071</b>	<b>\$92,892</b>	<b>\$94,750</b>	<b>\$96,645</b>
<b>4</b>	<b>3</b>	<b>\$91,901</b>	<b>\$93,739</b>	<b>\$95,614</b>	<b>\$97,526</b>	<b>\$99,477</b>
<b>5</b>	<b>4</b>	<b>\$94,517</b>	<b>\$96,407</b>	<b>\$98,335</b>	<b>\$100,302</b>	<b>\$102,308</b>
<b>6</b>	<b>5</b>	<b>\$97,133</b>	<b>\$99,076</b>	<b>\$101,058</b>	<b>\$103,079</b>	<b>\$105,141</b>
	<b>6<sup>^</sup></b>	<b>\$99,749</b>	<b>\$101,744</b>	<b>\$103,779</b>	<b>\$105,855</b>	<b>\$107,972</b>

**^ 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).**



**SERGEANT / SENIOR SERGEANT**

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

	<b>Current rate 1/7/19* (includes Administrative increases from 1/7/18 and 1/7/19*)</b>	<b>Rates from 1/1/21*  2%</b>	<b>Rates from 1/1/22*  2%</b>	<b>Rates from 1/1/23*  2% or Inter- jurisdictional adjustment, whichever is the greater</b>	<b>Rates from 1/1/24*  2% or Inter- jurisdictional adjustment, whichever is the greater</b>
<b>Sergeant</b>					
1	\$101,958	\$103,997	\$106,077	\$108,199	\$110,363
2	\$104,451	\$106,540	\$108,671	\$110,844	\$113,061
3	\$106,944	\$109,083	\$111,265	\$113,490	\$115,760
4	\$109,437	\$111,626	\$113,859	\$116,136	\$118,459
5	\$111,930	\$114,169	\$116,452	\$118,781	\$121,157
<b>Senior Sergeant</b>					
1	\$114,354	\$116,641	\$118,974	\$121,353	\$123,780
2	\$116,065	\$118,386	\$120,754	\$123,169	\$125,632
3	\$117,776	\$120,132	\$122,535	\$124,986	\$127,486
4	\$119,487	\$121,877	\$124,315	\$126,801	\$129,337
5	\$121,198	\$123,622	\$126,094	\$128,616	\$131,188

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

	<b>Current rate 1/7/19* (includes Administrative increases from 1/7/18 and 1/7/19*)</b>	<b>Rates from 1/1/21*  2%</b>	<b>Rates from 1/1/22*  2%</b>	<b>Rates from 1/1/23*  2% or Inter- jurisdictional adjustment, whichever is the greater</b>	<b>Rates from 1/1/24*  2% or Inter- jurisdictional adjustment, whichever is the greater</b>
<b>Senior Constable</b>	\$78,983	\$80,563	\$82,174	\$83,817	\$85,493
<b>Sergeant</b>	\$91,792	\$93,628	\$95,501	\$97,411	\$99,359

**OFFICERS OF POLICE: INSPECTOR / CHIEF INSPECTOR**

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

	<b>Current rate 1/7/19*</b>  <b>(includes Administrati ve increases from 1/7/18 and 1/7/19*)</b>	<b>Rates from 1/1/21*</b>  <b>2%</b>	<b>Rates from 1/1/22*</b>  <b>2%</b>	<b>Rates from 1/1/23*</b>  <b>2% or Inter- jurisdictional adjustment, whichever is the greater</b>	<b>Rates from 1/1/24*</b>  <b>2% or Inter- jurisdictional adjustment, whichever is the greater</b>
<b>Inspector</b>					
<b>1</b>	<b>\$141,215</b>	<b>\$144,039</b>	<b>\$146,920</b>	<b>\$149,858</b>	<b>\$152,855</b>
<b>2</b>	<b>\$147,579</b>	<b>\$150,531</b>	<b>\$153,542</b>	<b>\$156,613</b>	<b>\$159,745</b>
<b>3</b>	<b>\$153,942</b>	<b>\$157,021</b>	<b>\$160,161</b>	<b>\$163,364</b>	<b>\$166,631</b>
<b>Chief Inspector</b>	<b>\$158,812</b>	<b>\$161,988</b>	<b>\$165,228</b>	<b>\$168,533</b>	<b>\$171,904</b>

**OFFICERS OF POLICE: SUPERINTENDENT / CHIEF SUPERINTENDENT /COMMANDER**

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

	<b>Current rate 1/7/19*</b>  <b>(includes Administrati ve increases from 1/7/18 and 1/7/19*)</b>	<b>Rates from 1/1/21*</b>  <b>2%</b>	<b>Rates from 1/1/22*</b>  <b>2%</b>	<b>Rates from 1/1/23*</b>  <b>2% or Inter- jurisdictional adjustment, whichever is the greater</b>	<b>Rates from 1/1/24*</b>  <b>2% or Inter- jurisdictional adjustment, whichever is the greater</b>
<b>Superintendent</b>					
<b>1</b>	<b>\$160,282</b>	<b>\$163,488</b>	<b>\$166,758</b>	<b>\$170,093</b>	<b>\$173,495</b>
<b>2</b>	<b>\$166,910</b>	<b>\$170,248</b>	<b>\$173,653</b>	<b>\$177,126</b>	<b>\$180,669</b>
<b>3</b>	<b>\$173,537</b>	<b>\$177,008</b>	<b>\$180,548</b>	<b>\$184,159</b>	<b>\$187,842</b>
<b>Chief Superintendent</b>	<b>\$180,234</b>	<b>\$183,839</b>	<b>\$187,516</b>	<b>\$191,266</b>	<b>\$195,091</b>
<b>Commander</b>	<b>\$186,323</b>	<b>\$190,049</b>	<b>\$193,850</b>	<b>\$197,727</b>	<b>\$201,682</b>

**Schedule 1.2: Variation of Schedules**Police Specific Inter-jurisdictional Adjustment: January 2023 and January 2024

The parties agree that:

- (a) a salary increase of 2% per annum or a police specific adjustment based on the methodology used in the Administrative Arrangement will apply from the first full pay period (ffpp) on or after 1 January 2023 and 1 January 2024, whichever is the greater.
- (b) If an inter-jurisdictional adjustment becomes applicable the salary and rates of pay for the police specific adjustment will be determined by the parties in accordance with the methodology used in the Administrative Arrangement and an exchange of letters as between the employer and PASA, which will occur in conjunction with an application to the SAET for approval of this agreement;
- (c) if applicable the inter-jurisdictional salaries and rates of pay will become payable 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 SAET to amend this agreement by varying Schedule 1.1 to include the consequential salaries and rates of pay.

## SCHEDULE 2: FLEXIBLE SHIFT WORK ALLOWANCE

The Flexible Shift work Allowance (FSA), as detailed in clause 30 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
- Executive Support (Commissioner's driver)
- Explosives Coordination Section
- Tactical Intelligence Officers and 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 / District 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
- Road Policing Section (tactical)
- Security Response 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)
- Heavy Vehicle 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**

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

Level 1 – Applied to hard to fill rural, remote 1 and 2 person and small stations	Current 1/7/2019*	From 1/1/2021*	From 1/1/2022*	From 1/1/2023*	From 1/1/2024*
Rent-free depot housing, or 70% rental subsidy					
Reimbursement of disconnection and reconnection of utility services, and mail redirection upon initial relocation	Up to \$160	Up to \$163	Up to \$166	Up to \$169	Up to \$172
Reimbursement of storage expenses for furniture and household effects (per annum).	Up to \$3,600	Up to \$3,672	Up to \$3,745	Up to \$3,820	Up to \$3,896
Provision of satellite/internet television services (e.g. Foxtel, Netflix) where practicable.	Up to \$990	Up to \$1,010	Up to \$1,030	Up to \$1,051	Up to \$1,072
Lifestyle payment (formerly Negotiable component) paid at the commencement and then fortnightly after a year of service	\$3,080	\$3,142	\$3,205	\$3,269	\$3,334
Guaranteed posting to the metropolitan LSA of employee's choice at completion of tenure. Where an employee does not wish to be posted to a metropolitan LSA, any other posting of the employee'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 1/7/2019*	From 1/1/2021*	From 1/1/2022*	From 1/1/2023*	From 1/1/2024*
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 \$160	Up to \$163	Up to \$166	Up to \$169	Up to \$172
Reimbursement of storage expenses for furniture, household effects and vehicles (per annum).	Up to \$3,600	Up to \$3,672	Up to \$3,745	Up to \$3,820	Up to \$3,896
Water, electricity and gas usage paid by SAPOL	Up to \$5,840	Up to \$5,957	Up to \$6,076	Up to 6,198	Up to \$6,322
Payment of freight of foodstuffs (up to a maximum weight of 100 kilograms per month for employee with dependents)	Up to \$1,600	Up to \$1,632	Up to \$1,665	Up to \$1,698	Up to \$1,732
Remote Allowance (paid at completion of each year of service)	Up to \$4,520	Up to \$4,610	Up to \$4,702	Up to \$4,796	Up to \$4,892
Provision of satellite/internet television services (e.g. Foxtel, Netflix) where practicable.	Up to \$990	Up to \$1,010	Up to \$1,030	Up to \$1,051	Up to \$1,072
Lifestyle payment (formerly Negotiable component) paid at the commencement and then fortnightly after a year of service	\$7,300	\$7,446	\$7,595	\$7,747	\$7,902
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 employee's choice at completion of tenure. Where an employee does not wish to be posted to a metropolitan LSA, any other posting of the employee'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 1/7/2019*	From 1/1/2021*	From 1/1/2022*	From 1/1/2023*	From 1/1/2024*
Annual attraction and retention payment paid fortnightly for duration of minimum tenure (as per clause 40.3)	\$5,310	\$5,416	\$5,524	\$5,634	\$5,747
Guaranteed posting to the metropolitan LSA of employee's choice at completion of tenure. Where an employee does not wish to be posted to a metropolitan LSA, any other posting of the employee's choice subject to the discretion and approval of Manager, HRMB, based on organisational requirements					

**SCHEDULE 4: ALLOWANCES / PAYMENTS**

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

Allowance	Current 1/7/2019*	From 1/1/2021*	From 1/1/2022*	From 1/1/2023*	From 1/1/2024*
<b>Clause 10.13</b> Brevet Sergeant	\$1,490	\$1,520	\$1,550	\$1,581	\$1,613
<b>Clause 11.2</b> Senior Sergeant 1st Class	\$6,630	\$6,763	\$6,898	\$7,036	\$7,177
<b>Clause 18</b> Rotational Shift Allowance for Long Term Patrol					
Tier 1: Below Sergeant	\$1,490	\$1,520	\$1,550	\$1,581	\$1,613
Tier 2: Sergeant	\$2,220	\$2,264	\$2,309	\$2,355	\$2,402
<b>Clause 20</b> Senior Patrol Officer Allowance	\$1,490	\$1,520	\$1,550	\$1,581	\$1,613
<b>Clause 22</b> General Duties Sergeant Daily Higher Duties Allowance	n/a	\$30.00	\$30.60	\$31.20	\$31.80
<b>Clause 23</b> Patrol Tutor Allowance (per day)	\$15.10	\$15.40	\$15.70	\$16.00	\$16.30
<b>Clause 24</b> Prosecution	\$7,510	\$7,660	\$7,813	\$7,969	\$8,128
<b>Clause 25</b> Detectives	\$9,870	\$10,067	\$10,268	\$10,473	\$10,682
<b>Clause 26</b> STAR Group Operations and Water Operations	\$1410	\$1,438	\$1,467	\$1,496	\$1,526
<b>Clause 27</b> Accredited Expert Allowance	n/a	\$3,500	\$3,570	\$3,641	\$3,714
<b>Clause 41</b> Country Relief (per week)	\$160	\$163	\$166	\$169	\$172