

APPENDIX 13 – OFFICE OF POLICE INTEGRITY

PART 1 - COVERT SERVICES UNIT

1 INTRODUCTION

Physical and technical surveillance operatives who perform duties with the Covert Services Unit of the Office of Police Integrity are required to work *ordinary hours of work* and *related arrangements*. In recognition of this requirement, *eligible Employees* may elect to be paid a composite allowance under **Part 1** of this Appendix.

2 COMPOSITE ALLOWANCES

- 2.1** The composite allowance will be paid in addition to the *eligible Employee's* base salary and shall be calculated annually at 20% of the Employee's base salary.
- 2.2** If an *eligible Employee* has elected to be paid a composite allowance, the composite allowance will be paid in equal fortnightly payments at the same time at which the *eligible Employee's* base salary is paid.

3 ELIGIBLE EMPLOYEES

- 3.1** For the purposes of **Part 1** of this Appendix, an *eligible Employee* is an Employee who:
- 3.1.1** is primarily employed as a physical or technical surveillance operative in the Covert Services Unit;
 - 3.1.2** is fully fit to perform surveillance duties;
 - 3.1.3** holds all necessary qualifications and licenses to perform surveillance duties , as required from time to time;
 - 3.1.4** makes themselves available to work *ordinary hours of work* and *related arrangements* as rostered by the Employer;
 - 3.1.5** at the time at which *ordinary hours of work* and *related arrangements* are performed, holds a position classified at or below VPS 5 grade.
- 3.2** Where a physical or technical surveillance operative is promoted to VPS 6 grade or higher, or paid a higher duties allowance for performing duties classified at VPS 6 grade or higher the Employee is not entitled to the composite allowance for the period from the date of the promotion or the commencement of the performance of the higher duties.

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4 ORDINARY HOURS OF WORK

4.1 *Ordinary hours of work* for physical and technical surveillance operatives who perform duties with the Covert Services Unit of the Office of Police Integrity are an average of 76 hours per fortnight.

4.2 *Ordinary hours of work* may be rostered on:

4.2.1 Saturday; or

4.2.2 Sunday; or

4.2.3 a public holiday; or

4.2.4 an Afternoon Shift; or

4.2.5 a Night Shift.

4.3 Afternoon Shift for a full-time *eligible Employee* means a period of duty commencing on or after 10.00am and before 8.00pm.

4.4 Night Shift for a full-time *eligible Employee* means a period of duty commencing on or after 8.00pm and before 6am.

4.5 Afternoon or Night Shift for a part-time *eligible Employee* means a period of duty commencing on or after 6.00pm and before 8.00am.

5 RELATED ARRANGEMENTS

5.1 For the purposes of **Part 1** of this Appendix, *related arrangements* means:

5.1.1 *overtime* up to and including 14 hours *overtime* per fortnight;

5.1.2 worked performed following recall to duty;

5.1.3 work performed prior to the expiry of an eight hour break between shifts;

5.1.4 stand-by duty (up to and including 26 weeks per calendar year);

5.1.5 work performed during meal breaks; and

5.1.6 work performed without 14 days' notice of a change to roster arrangements having been given including, but not limited to, changes to rostered start times.

5.2 For the purposes of **Part 1** of this Appendix, *overtime* means actual hours worked by an *eligible Employee* in excess of 76 hours per fortnight.

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6 COMPOSITE ALLOWANCE

- 6.1** The composite allowance and the other entitlements provided under **Part 1** of this Appendix are in lieu of all entitlements which are otherwise applicable under the Core Terms and Conditions of Employment of this Agreement (the Agreement) for work performed by *eligible Employees* during *ordinary hours of work* and *related arrangements*.
- 6.2** An eligible *Employee* who is paid the composite allowance will be paid for stand-by duty undertaken in excess of 26 weeks' per calendar year in accordance with the Supplementary Terms and Conditions of Employment for Operational Staff contained in **Part 2** of this Appendix.
- 6.3** Subject to the other terms of **Part 1** of this Appendix, an *eligible Employee* who is paid the composite allowance:
- 6.3.1** Is entitled to be paid for *overtime* worked in excess of 14 hours per fortnight in accordance with the Supplementary Terms and Conditions of Employment for Operational Staff contained in **Part 2** of this Appendix; or
- 6.3.2** may elect to take time off in lieu (TOIL) of payment for *overtime* worked in excess of 14 hours per fortnight in accordance with the Supplementary Terms and Conditions of Employment for Operational Staff contained in **Part 2** of this Appendix.

7 PAYMENT OPTIONS

- 7.1** An *eligible Employee* may elect to be paid for work performed during *ordinary hours of work* and *related arrangements* by:
- 7.1.1** the composite allowance; or
- 7.1.2** in accordance with the entitlements under the Agreement and the Supplementary Terms and Conditions of Employment for Operational Staff contained in **Part 2** of this Appendix.
- 7.2** If an *eligible Employee* does not elect to be paid the composite allowance in accordance with the provisions of **Part 1** of this Appendix, the *eligible Employee* will be paid for work performed in accordance with the entitlements under the Core Terms and Conditions of Employment of this Agreement and the Supplementary Terms and Conditions of Employment for Operational Staff contained in **Part 2** of this Appendix.

8 ELECTION TO BE PAID COMPOSITE ALLOWANCE

- 8.1** An election by an *eligible Employee* to be paid the composite allowance:
- 8.1.1** must be in writing;
- 8.1.2** will commence from the first pay period after the election is made; and
- 8.1.3** will remain in force unless rescinded in accordance with the provisions of **Part 1** of this Appendix.

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- 8.2** Upon the giving of 28 days' written notice to the Employer, an *eligible Employee* may rescind an election to be paid the composite allowance. Upon the rescission becoming effective, the *eligible Employee* will be paid for work performed in accordance with the entitlements under the Core Terms and Conditions of Employment of this Agreement and the Supplementary Terms and Conditions of Employment for Operational Staff contained in **Part 2** of this Appendix.
- 8.3** An *eligible Employee* who has rescinded an election to be paid the composite allowance may, on the anniversary of the *eligible Employee's* annual salary increase under the Core Terms and Conditions of Employment of this Agreement, re-elect to be paid the composite allowance. Such election must be made in accordance with, and will be governed by, the provisions of **Part 1** of this Appendix.
- 8.4** Upon the giving of 28 days' written notice to an *eligible Employee*, the Employer may withdraw an *eligible Employee's* entitlement to elect and be paid the composite allowance. A decision by the Employer to withdraw an *eligible Employee's* entitlement to elect and be paid the *composite allowance* will be based on:
- 8.4.1** *the Employee's failure to maintain eligible Employee status; or*
- 8.4.2** *a change in work practices or circumstances which, in the reasonable opinion of the Employer, significantly reduces the requirement for eligible Employees to work both ordinary hours of work and related arrangements.*
- 8.5** If an *eligible Employee* is paid for work performed in accordance with the entitlements under the Core Terms and Conditions of Employment this Agreement, they may elect to take TOIL of payment for overtime hours (as defined in **clause 35** of the Agreement) worked, in accordance with the Supplementary Terms and Conditions of Employment for Operational Staff contained in **Part 2** of this Appendix.

9 EFFECT ON LEAVE ENTITLEMENTS

- 9.1** If an *eligible Employee* is paid the composite allowance, the composite allowance will be paid during periods of long service leave, annual leave and during the first four weeks' sick leave (including accident compensation leave) taken in aggregate in a calendar year and will be included for calculation of pay in lieu of long service leave.
- 9.2** In addition, an *eligible Employee* who elects to be paid the composite allowance and:
- 9.2.1** *who is rostered and during ordinary hours of work works at least ten Sundays and / or public holidays during the annual leave accrual year, will be entitled to an additional one week's annual leave;*
- 9.2.2** *who is rostered and during ordinary hours of work works less than ten Sundays and/or public holidays, during the annual leave accrual year, will be entitled to additional annual leave at the rate of one-tenth of a working week in respect of each Sunday / public holiday so rostered and worked.*

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10 APPROVAL TO WORK OVERTIME

- 10.1** *Overtime* shall only be worked with the prior approval of the Manager, Covert Services or delegate. This includes the first 14 hours of *overtime* per fortnight which form part of *related arrangements*.
- 10.2** Prior to commencing any *overtime* in excess of 14 hours per fortnight, the *eligible Employee* and the Employer must agree as to whether such *overtime* will be paid or taken as TOIL, in accordance with this Appendix. The Employer will agree to *overtime* in excess of 14 hours per fortnight being paid unless the Employer considers that health and safety considerations indicate that such *overtime* should be taken as TOIL.

11 TOIL

- 11.1** TOIL can only be accrued to a maximum of 38 hours at any one time. Once an *eligible Employee* accrues 38 hours of TOIL, any additional *overtime* hours in respect of which the *eligible Employee* would have an entitlement to be paid or take TOIL under **Part 1** of this Appendix must be taken as paid *overtime*.
- 11.2** During any one calendar year, a maximum of 38 hours TOIL may be converted into annual leave.

12 STAND-BY

- 12.1** *Eligible Employees* will not be rostered for stand-by duty while on approved leave. An *eligible Employee* who is rostered for stand-by duty must, at all times while on stand-by duty:
- 12.1.1** be contactable ;
- 12.1.2** have a zero blood alcohol level; and
- 12.1.3** be able to return to their place of work within a reasonable time of being recalled to duty, which must not exceed one hour from the time of recall.

13 ROSTERING PRINCIPLES

- 13.1** The Employer will develop Rostering Principles, following consultation with the CPSU.
- 13.2** In developing the Rostering Principles, the Employer will take into account the health and safety of *eligible Employees* and other Covert Services Unit Employees and the operational requirements of the Office of Police Integrity

**PART 2 – SUPPLEMENTARY TERMS AND CONDITIONS OF EMPLOYMENT FOR
OPERATIONAL EMPLOYEES**

14 INTRODUCTION AND APPLICATION

14.1 The nature of the work performed by operational Employees of the Office of Police Integrity will at times require those Employees to work longer, unusual and less regular hours than those envisaged by **Part 5** of the Core terms and Conditions of Employment of this Agreement.

14.2 The terms and conditions set out in **Part 2** of this Appendix apply to Employees employed in any of the following units of the Office of Police Integrity:

14.2.1 Covert Services;

14.2.2 Investigations;

14.2.3 Integrity Testing;

14.2.4 High Tech Crime;

14.2.5 Intelligence;

14.2.6 Electronic Collections; and

14.2.7 Legal,

who are conducting a time critical task, as determined by the Employer, in relation to an Office of Police Integrity investigation.

14.3 The terms and conditions contained in **Part 2** of this Appendix apply to operational Employees employed in the Covert Services Unit of the Office of Police Integrity, who are conducting a time critical task, as determined by the Employer in relation to an Office of Police Integrity investigation, subject to the provisions of **Part 1** of this Appendix.

15 OPERATIONAL STAND-BY ALLOWANCE

15.1 Stand-by for work is when an Employee is requested by the Employer to be ready to perform work outside of normal working hours as part of a formal Stand-by arrangement. The Employee is not required to be at the workplace during the period the employee is on Stand-by.

15.2 Employees will not be rostered for stand-by duty while on approved leave. All employees who are rostered for stand-by duty must while on stand-by duty be:

15.2.1 contactable;

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- 15.2.2** able to return to their place of work within a reasonable time of being recalled to duty, which must not exceed one hour from the time of recall; and
- 15.2.3** able to lawfully drive a motor vehicle.
- 15.3** In addition to the above requirements, Employees who are rostered for stand-by duty and who may be required by the Employer to carry firearms must have a zero blood alcohol level at all times while on stand-by duty.
- 15.4** Payment of the Stand-by allowance will constitute total compensation for any intermittent duty in connection with Stand-by up to a total of one hour's duration.
- 15.5** Intermittent duty in connection with Stand-by in excess of one hour's duration will be remunerated as overtime in accordance with **clause 35** of the Agreement (including the additional overtime provision applicable to the Office of Police Integrity– see below).
- 15.6** The Stand-by allowance is not intended to cover situations when an Employee must return to the workplace.
- 15.7** Payment of the Stand-by allowance for successive days may be appropriate in certain circumstances. The Office of Police Integrity will endeavor to allocate Stand-by by roster so that Employee's are not on Stand-by for more than ten consecutive days.
- 15.8** Other than as set out below, the stand-by rates contained in **clause 30** of **Section 1** of the Agreement will apply.
- 15.9** The stand-by night rate will be \$28.02. This rate will:
- 15.9.1** apply until the nominal expiry rate of the Agreement; and
- 15.9.2** be increased in accordance with, and at the time of, the salary increases applicable under **Section 1** of the Agreement.
- 15.10** Following the nominal expiry date of the Agreement, all stand-by rates contained in Section 1 of this Agreement will apply.
- 15.11** A Stand-by payment includes compensation for up to an hour of work, provided that work must be done out of normal hours and can be done without returning to a workplace. If an Employee has to return to a workplace, then they will be eligible for overtime (see below).
- 15.12** Stand-by payments will only be made if the Employer has given approval in advance.
- 16 PAYMENT OF OVERTIME**
- 16.1** **Clause 35.5.1** of the Agreement limits eligibility for payment of overtime to VPS Grade 4 level Employees and below. The Office of Police Integrity is able to extend that eligibility to cover Employees at VPS Grade 5.
- 16.2** Payment of overtime to VPS Grade 5 Employees and below is only to cover *directed* overtime *required* for operational reasons.

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- 16.3** The ordinary rate of payment for the calculation of overtime is capped at the highest pay point within Grade 3 Value Range 1 in accordance with **clause 35.7** of **Section 1** of the Agreement.
- 16.4** Payment of overtime is in accordance with **clause 35**. Provisions include:
- 16.4.1** a minimum of three hours overtime will be paid if you are recalled to duty;
- 16.4.2** for overtime from Monday to Saturday (except public holidays), the first three hours will be paid at time and a half and the rest at double time (at the capped hourly rate);
- 16.4.3** for overtime on Sundays, double time is paid (at the capped hourly rate);
- 16.4.4** various rates apply to public holidays – see **clause 35.6.3** of the Agreement;
- 16.4.5** time in lieu of payment (TOIL) for overtime can accrue as follows:
- 16.4.5(a)** for Monday to Friday, the first three hours will be accrued at time and a half and the rest at double time;
- 16.4.5(b)** for Saturdays and Sundays at double time.
- 16.4.5(c)** for public holidays at double time and a half.
- 16.4.5(d)** a minimum of three hours TOIL will accrue if you are recalled to duty.
- 16.4.5(e)** the Parties agree to review **clause 16.4.5(c)** at the expiry of the Agreement with specific consideration to OPI operations, the financial impact and the public holiday TOIL provisions operating in section 1 of the Agreement.
- 16.5** The time off in lieu of payment for overtime option is available to Employees at VPS Grades 1 to 5 inclusive.
- 16.6** Payment of overtime will only be made if the Employer has given approval in advance.
- 17 HOURS OF WORK OUTSIDE THE SPAN OF HOURS (NOT OVERTIME)**
- 17.1** Definition ‘Outside the Span - Accrued Time’ –Employees from VPS Grades 1 to 5 level may be paid or accrue time for agreeing to undertake ordinary hours of work outside the span of hours.
- 17.2** The Agreement refers to span of hours being from 7.00 am to 7.00 pm on any weekday. From time to time Employees may be requested to undertake ordinary hours of work outside this span of hours. Ordinary hours worked outside the span of hours is voluntary and to be agreed by the Employee and their Manager.
- 17.2.1** Ordinary hours worked outside the span of hours Monday to Saturday (except public holidays), will be paid at time and a half for the first three hours comprising one hour ordinary salary and a half hour at the capped hourly rate and the rest at double time comprising one hour at ordinary salary and one at the capped hourly rate.

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17.2.2 Ordinary hours worked outside the span of hours on Sundays will be paid at double time comprising one hour ordinary salary and one hour at the capped hourly rate

17.2.3 Various rates apply to public holidays – **clause 35.6.3** of the Agreement will apply.

Note: The ordinary salary payments referred to above are not in addition to the normal fortnightly remuneration. The payment of time at the capped hourly rate will be the only additional payment received if the payment option is chosen.

17.3 The time off in lieu of payment is available to Employees at VPS Grades 1 to 5 inclusive, as follows:

17.3.1 Ordinary hours worked outside the span of hours Monday to Friday at time and a half rates consisting of one hour salary paid and one half hour time accrued for the first three hours and double time consisting of one hour salary and one hour accrued time for the remaining hours worked outside the span of hours.

17.3.2 Ordinary hours worked on Saturdays, Sundays or public holidays will attract double time consisting of one hour salary paid and one hour accrued time.

Note: The ordinary salary payments referred to above are not in addition to the normal fortnightly remuneration. The accrual of time is the additional component if the TOIL option is chosen.

18 TOIL AND ACCRUED TIME

18.1 TOIL and accrued hours worked are to be taken as soon as practicable at a time mutually agreeable to the Employee and Manager. In the interest of health, safety and Employee well-being the taking of TOIL and accrued time is conducive to a safe and productive working environment. To this end, it is important that Employees and Managers manage TOIL and accrued time. As a guideline, Employees are encouraged to take TOIL and accrued time within 60 days of accruing it.

18.2 As per **clause 35** of the Agreement, Employees will be paid out any TOIL or time accrued upon termination.

19 APPROVAL PROCESS

19.1 Stand-by and overtime payments will only be made if the Employer has given approval in advance.

19.2 Stand-by, overtime, TOIL and accrued time hours must be documented in accordance with the requirements of the Office of Police Integrity.