



# Contract of Employment of a Person as a Police Recruit undertaking the Culturally and Linguistically Diverse Recruit Preparation Program

(Pursuant to the *Police Service Administration  
Act 1990*)

*Queensland Police Service Academy (Oxley)*

*Version 12.7.2017*

SURNAME: \_\_\_\_\_

Given Name \_\_\_\_\_

Squad \_\_\_\_\_



Version 1.2





**TITLE CLAUSE**

THIS CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

BETWEEN The Crown in Right of the State of Queensland (called "the State") and

\_\_\_\_\_

of \_\_\_\_\_

(called "the Applicant").

**PART A**WHEREAS

- A.** The Commissioner of the Queensland Police Service has approved that the conditions of employment contained in Parts A, B and C apply to the appointment of police recruits undertaking the Culturally and Linguistically Diverse Program and
- B.** The Applicant has applied for appointment as a police recruit undertaking the Culturally and Linguistically Diverse Program and has read the conditions of employment contained in Parts A, B and C.

Now the State and the Applicant agree as follows -

**A.1 INTERPRETATION**

**A.1.1** In this contract unless the contrary intention appears -

"Act" means the *Police Service Administration Act 1990*;

"alcohol testing" means testing to decide whether the Applicant is over the prescribed alcohol limit when testing is conducted;

"approved alcohol testing device" means a breath testing device approved under a regulation;

"AOD Committee" means the Alcohol and Other Drugs Committee. This Committee overviews alcohol and drug testing within the Queensland Police Service;

"Applicant" means the person whose name appears in the Title Clause to this contract and whose signature appears in Part A and whose initials appear in Parts B and C;

"breach of discipline" means a breach of this contract, the relevant codes of conduct or a lawful direction given under this contract, but does not include misconduct or official misconduct;

"CALD Program" means the Culturally and Linguistically Diverse Program;

"codes of conduct" mean the relevant codes of conduct as are updated from time to time and made known to the Applicant;

"Commissioner" means the Commissioner of the Queensland Police Service as defined in the Act or the person with the appropriate delegated authority;

"confirmed positive drug test result" is one that, after being subjected to a confirmatory analysis, indicates the presence of substances tested for under the *Australian/New Zealand Standard 4308:2008 'Procedures for the collection, detection and quantitation of drugs of abuse in urine'*;

"contract" means the contract of employment comprising the Title Clause and Parts A, B and C hereof;

"core attributes" mean the specified personal attributes which are required by the Applicant to enable him/her to achieve the potential expected of a First Year Constable under supervision. Such attributes shall be determined by the Commissioner from time to time and made known to the Applicant;

"corrupt conduct" has the meaning given by s.15 of the *Crime and Corruption Act 2001*;

"criminal offence" means a crime, misdemeanor or simple offence, but does not include a regulatory offence;

"critical incident" means

- (a) an incident in which it was necessary for a police officer on duty to discharge a firearm in circumstances that caused or could have caused injury to a person; or
- (b) a death of a person in custody; or
- (c) either of the following in which a person dies or because of which a person is admitted to hospital for treatment of injuries:
  - (i) a vehicle pursuit;
  - (ii) a workplace incident at a police station or police establishment;

"household member" means for the purpose of bereavement leave only, a person other than the Applicant's immediate family who resides within the Applicant's household on a permanent basis.

"immediate family" means for the purpose of bereavement leave only,

- (a) the Applicant's spouse (including a former spouse, a defacto spouse and a spouse of the same sex);
- (b) a child, ex-nuptial child, step-child, adopted child, foster child or ex-foster child of the Applicant;
- (c) a parent, grandparent, grandchild, sibling of the Applicant or of the Applicant's spouse (such as the Applicant's mother/father-in-law, grandparent-in-law, brother/sister-in-law, son/daughter-in-law); and
- (d) a step-father/mother, half-brother/sister, step-brother/sister of the Applicant.

"informal resolution" means a process designed to promote and encourage the efficient and expeditious handling of complaints made internally or externally against the Applicant to the satisfaction of the complainant and the Applicant;

"mediation" means a process designed to provide an opportunity for the parties to discuss concerns, explain their views, and explore options for resolution in a safe, open and neutral environment. The statutory basis for mediation makes it a possible alternative to both a formal investigation and informal resolution. Mediation may also be used in situations where informal resolution fails;

"misconduct" means conduct that:

- (a) is disgraceful, improper or unbecoming a police officer; or
- (b) shows unfitness to be a police officer; or

- (c) does not meet the standard of conduct the community reasonably expects of a police officer;

"officer" means a police officer;

"penalty unit" means that which is prescribed in the *Penalties and Sentences Act 1992*;

"physical standards" means the standards of physical and mental fitness required to be met by a successful police recruit determined from time to time by the Commissioner;

"police establishment" means a police establishment or police station as declared pursuant to section 10.10 of the Act;

"police officer" means a person declared to be a police officer pursuant to section 2.2(2) of the Act;

"police recruit" means a person who holds an appointment as a police recruit pursuant to the Act;

"positive alcohol test result" means a result which is, or is more than the prescribed alcohol limit. A specimen of breath is not considered to have exceeded the prescribed alcohol limit unless it exceeds that limit by .005 g of alcohol in 210 L of breath when using an approved alcohol testing device;

"prescribed alcohol limit" means that the concentration of alcohol in the Applicant's breath is, or is more than, 0.02 g of alcohol in 210 L of breath;

"proceedings to Show Cause" means a hearing governed by Queensland Police Service policy which is designed to determine what action, if any, should be implemented against the Applicant;

"regulatory offence" means an offence committed pursuant to the *Regulatory Offences Act 1985*;

"special events" is as defined in the *Police Powers and Responsibilities Act 2000*;

a "Suitability Panel" is a panel convened for the purposes of determining the Applicant's suitability to recommence the training program and/or to determine what action, if any, should be implemented to address the development of the Applicant;

"targeted alcohol testing" is that which will occur if the Applicant has been involved in a critical incident or if there is a reasonable suspicion of the Applicant contravening or having contravened the prescribed alcohol limit of 0.02%;

"targeted substance" means

- (a) a dangerous drug under the *Drugs Misuse Act 1986*;
- (b) a substance that is a controlled drug, a restricted drug or a poison under the *Health Act 1937* that may impair a person's physical or mental capacity; or
- (c) another substance that may impair a person's physical or mental capacity;

"timetabled hours" means time spent in a defined training program; any additional time required to complete satisfactorily such training activities; time spent at assigned police establishments including Station Duty; and/or special events and/or at training camps;

"training" means the education and training to be given by the Commissioner to the police recruit with a view to the police recruit becoming eligible to become a police officer in accordance with the procedures and standards from time to time determined by the Commissioner;

"work" means a police-related activity which is performed by the Applicant at the direction of the Commissioner and which is additional to the activities incorporated within timetabled hours, however does not include training under the Station Duty policy.

**A.1.2** Words in the singular number include the plural and vice versa.

**A.1.3** Headings are for convenient reference only and have no effect in limiting or extending the language used herein.

**A.2 SCOPE OF CONTRACT**

**A.2.1** The Commissioner appoints the Applicant from 27 August 2018 to be a police recruit undertaking the CALD Program until the Applicant is appointed as a police recruit undertaking the Recruit Training Program, or until the contract ends or is otherwise terminated pursuant to Part B of this contract, or its operation is suspended in accordance with A.2.2 of this contract.

**A.2.2** The Commissioner may suspend the operation of this contract for such period and subject to such terms and conditions the Commissioner thinks fit.

**A.2.3** If the Commissioner suspends the operation of this contract, it shall only be reactivated following a Suitability Panel.

**A.2.4** The Applicant accepts appointment as a police recruit undertaking the CALD Program and acknowledges and agrees to comply with the terms and conditions of employment contained in Parts A, B and C.

**A.3 FAMILIARITY WITH RULES, ETC.**

**A.3.1** The Applicant acknowledges having been made aware of the following matters relevant to the appointment of the Applicant as a police recruit:

- (a) the relevant sections of the Act;
- (b) the relevant codes of conduct and all other supporting documentation, including any administrative arrangements issued by Human Resources, and/or People Capability Command and/or the Queensland Police Service Academy.

**Applicant:**

Signed by \_\_\_\_\_ )  
 )  
 )  
 in the presence of: )  
 )  
 \_\_\_\_\_ )

**State:**

Signed by \_\_\_\_\_ )  
**Assistant Commissioner** )  
**People Capability Command** )  
 )  
 for and on behalf of the Crown in right of the State of Queensland in the presence of: )  
 )  
 \_\_\_\_\_ )

**PART B****B.1 CONSEQUENCES OF APPOINTMENT**

**B.1.1** Satisfactory completion of any or all of the phases of the CALD Program does not imply any right or guarantee of appointment as a police recruit undertaking the Recruit Training Program by the Commissioner to the Queensland Police Service.

**B.1.2** The Applicant acknowledges that it is unacceptable for the Applicant to be under the influence by alcohol or drugs (both licit or illicit) during defined training programs; time spent at assigned police establishments including Station Duty, and/or special events and/or at training camps; or during those times when the Applicant may be called upon to work in a police-related activity.

**B.1.3** It is acknowledged that the Applicant shall be under the prescribed alcohol limit during defined training programs; time spent at assigned police establishments including Station Duty and/or special events and/or at training camps; or during those times when the Applicant may be called upon to work in a police-related activity.

**B.1.4** It is acknowledged that during the currency of this contract, the Applicant:

- (a) shall be subjected to alcohol testing; and
- (b) may be subjected to targeted alcohol testing if the Applicant has been involved in a critical incident or if there is a reasonable suspicion to justify such testing.

It is further acknowledged that if the Applicant returns a positive alcohol test result or fails to provide a specimen of breath, the Applicant shall be subjected to subsequent follow-up alcohol testing at the discretion of the AOD Committee.

**B.1.5** It is acknowledged that the Applicant may be required to submit to a targeted substance test:

- (a) before the conclusion of the orientation program; and
- (b) if, at any other time, the Applicant has been involved in a critical incident or if there is a reasonable suspicion to justify such testing.

**B.1.6** The Applicant acknowledges that during training the Applicant may be required to undergo testing and examination for the purpose of establishing whether the Applicant meets the physical standards required of a successful police recruit

**B.1.7** The Applicant acknowledges that during training the Applicant may be assigned to a police establishment to observe and experience police functions, operations and administration in accordance with the Station Duty policy which is made known to the Applicant prior to commencing such training.

**B.1.8** The Applicant acknowledges that during training the Applicant may be assigned to a special event to observe and experience police functions, operations and administration in accordance with the appropriate operational order as determined by the Commissioner and made known to the Applicant prior to commencing such training.

**B.1.9** The Applicant must not, in their capacity as a police recruit make any official comment in social media about any incident, police policy, or procedure without prior authorisation from the Superintendent, Recruit and Constable Training.

- B.1.10** In posting to social media sites in a private capacity, including when posting under a pseudonym, the Applicant:
- (a) Must ensure that any opinions are clearly identified as personal opinions;
  - (b) Must not identify an association with the Queensland Police Service;
  - (c) Must not comment on, hint at or suggest matters which may be currently under investigation;
  - (d) Must not post material which is likely to bring the Queensland Police Service into disrepute and/or cause embarrassment;
  - (e) Must not post confidential information, either directly or by links. Confidential information includes Queensland Police Service policies and procedures which are not publicly available;
  - (f) Must not post comments of an offensive, derogatory, racist or other harassing nature concerning other police recruits, instructors and other Queensland Police Service personnel;
  - (g) Must not post material or links which would violate criminal or civil law;
  - (h) Must not post material or links which would violate the intellectual property rights or any person, including the State of Queensland;
  - (i) Must not use the Queensland Police Service email system or Queensland Police Service email addresses;
  - (j) Must not use the QPS insignia or imply endorsement by the Queensland Police Service of any product, service, cause or opinion.
- B.1.11** Breach of clauses B.1.10 or B.1.11 may constitute grounds for disciplinary action under clause B.4.1 of this Contract.
- B.1.12** If required by the Commissioner, the Applicant shall pay for meals and/or accommodation as specified and provided to the Applicant by the Commissioner, and may sign a direct debit authority for the deduction of such amounts from the Applicant's allowance.
- B.1.13** If accommodation is provided to the Applicant by the Commissioner, that accommodation may be inspected or searched at any time by the Commissioner or any delegate appointed by the Commissioner in accordance with -
- (a) the *Work Health and Safety Act 2011* or any of its associated regulations; or
  - (b) disciplinary initiated investigations; or
  - (c) any other purpose considered reasonable in the circumstances.
- B.1.14** (1) To ensure the safety and wellbeing of all persons the Applicant is not to use and/or possess the following utensils and/or substances;
- (a) Hypodermic needles and/or syringes or similar utensils;
  - (b) Injectable substances such as growth hormone releasing hexapeptides (GHRP); or
  - (c) Any type of performance enhancing substance including any substance which has the effect of achieving muscle hypertrophy.
- (2) Any person who uses, possesses or proposes to use and/or possess any of the prohibited items identified in B.1.14 (1) must submit to the Superintendent, Recruit and Constable Training, written authorisation from a qualified Medical Practitioner evidence that a medical



requirement exists in order to constitute an exception to the general rule prohibiting such use and/or possession in B.1.14 (1).

(3) Any person who does not comply with the requirements of B.1.14 (1) and B.1.14 (2) may, at the discretion of the Superintendent, Recruit and Constable Training, be subject to disciplinary action.

**B.1.15** If the Applicant is charged in Queensland with a regulatory offence or a criminal offence, or outside Queensland with an offence which, if it had been committed in Queensland, would have been a regulatory offence or a criminal offence, the Applicant shall report the charge to the Commissioner forthwith.

## **B.2 INFORMAL RESOLUTION**

Informal resolution may be used in preference to a disciplinary process for complaints regardless of the weight of evidence available where:

- (a) the conduct complained of (made either internally or externally) against the Applicant is classified as a breach of discipline and is determined by the Commissioner as being of a minor nature; and/or
- (b) the conduct of the Applicant appears to have been both lawful and reasonable and a full explanation is all that is necessary; and/or
- (c) the conduct complained of has been classified as misconduct of a minor nature which, after initially considered by the Crime and Corruption Commission, is returned by them to the Queensland Police Service for an attempt to informally resolve the complaint.

Informal resolution shall not be used in conjunction with the imposition of disciplinary sanctions outlined in B.4.7.4 of this contract.

## **B.3 MEDIATION**

The Queensland Police Service may, in conjunction with the procedures outlined in the Human Resources Policies, where appropriate, use mediation as an alternative means of addressing complaints against the Applicant, made either internally or externally.

## **B.4 BREACHES OF DISCIPLINE OR MISCONDUCT**

### **B.4.1 GROUNDS FOR DISCIPLINARY ACTION**

Grounds for disciplinary action are:

- (a) unfitness, incompetence or inefficiency in the discharge of the duties of the Applicant's position;
- (b) negligence, carelessness or indolence in the discharge of the duties of the Applicant's position;
- (c) a contravention of, or failure to comply with, a provision of any of the codes of conduct, or any direction, instruction or order given by, or caused to be issued by, the Commissioner;
- (d) a contravention of, or failure to comply with, a direction, instruction or order given by any superior officer or any other person who has authority over the Applicant concerned;
- (e) absence from duty except -
  - (i) upon leave duly granted; or
  - (ii) with reasonable cause;

- (f) misconduct;
- (g) a charge in Queensland of a criminal offence, a regulatory offence, or outside Queensland of an offence which, if it had have been committed in Queensland would have been a criminal offence or a regulatory offence;
- (h) a breach of clause B.1.10 and / or B.1.11 and / or B.1.15 of this Contract.

Subject to B.4.8.1 of this contract, the Applicant who, in respect of any alcohol or targeted alcohol testing, returns a positive alcohol test result or who fails to supply a specimen of breath may be subjected to the disciplinary provisions of this contract.

**B.4.2** Where disciplinary action against the Applicant is contemplated on a ground referred to in B.4.1(e) of this contract, an Inspector of Police may appoint any medical practitioner/s to examine the Applicant and to report to the Commissioner upon the Applicant's mental or physical condition or both, and may direct the Applicant under the *Police Service Administration Act 1990*, to submit to such examination.

**B.4.3 DUTY CONCERNING MISCONDUCT OR BREACH OF DISCIPLINE**

If the Applicant:

- (a) knows or reasonably suspects that conduct which is misconduct or a breach of discipline has occurred; or
- (b) is one in respect of which it can be reasonably concluded that another Applicant knew or reasonably suspected misconduct or a breach of discipline had occurred;

it shall be the duty of the Applicant to report the occurrence of the conduct, as soon as is practicable to the Commissioner. Where it is considered that the conduct is misconduct, it shall also be reported as soon as practicable to the Assistant Commissioner, Ethical Standards Command and to the Crime and Corruption Commission.

**B.4.4** The Applicant shall be required to truthfully, completely and promptly answer all questions directed to the Applicant by an officer or any other person who has authority over the Applicant who is responsible for conducting an inquiry or investigation into any matter including an administrative or disciplinary complaint.

**B.4.5 VICTIMISATION**

The Applicant who:

- (a) prejudices, or threatens to prejudice, the safety or career of any person;
- (b) intimidates or harasses, or threatens to intimidate or harass any person;
- (c) does any action that is, or is likely to be, to the detriment of any person;

because the person referred to in paragraph (a), (b) or (c), or any other person, has complied with B.4.3 of this contract by performing the duty therein prescribed commits a breach of this contract.

## **B.4.6 STANDING DOWN AND SUSPENSION**

**B.4.6.1** If it appears to the Commissioner, on reasonable grounds, that -

- (a) the Applicant is liable to be dealt with for corrupt conduct; or
- (b) the Applicant is liable to disciplinary action under B.4.7 of this contract; or
- (c) the Applicant is charged with a criminal offence or a regulatory offence;

the Commissioner may -

- (a) stand down the Applicant and direct the person stood down to perform such duties as the Commissioner thinks fit; or
- (b) suspend the Applicant from training.

**B.4.6.2** Subject to a Suitability Panel, the Commissioner may at any time revoke a standing down or suspension imposed under B.4.6.1 of this contract.

**B.4.6.3** The Applicant who is stood down under B.4.6.1 of this contract shall be entitled to be paid the student allowance at the rate at which the Applicant would have received such allowance had the standing down not occurred.

**B.4.6.4** The Applicant suspended from training under B.4.6.1 of this contract shall be entitled to be paid the student allowance at the rate at which the Applicant would have received such allowance had the suspension not occurred, unless the Commissioner otherwise determines in a particular case.

**B.4.6.5** The Applicant who is suspended without the student allowance under B.4.6.1 of this contract:

- (a) may receive and retain salary, wages, fees and/or other remuneration from any lawful source during the suspension, unless the Commissioner otherwise determines in a particular case;
- (b) if the Applicant resumes duty as a police recruit on the revocation of the suspension - the Applicant shall be entitled to receive a sum equivalent to the amount of student allowance the Applicant would have received had the suspension not occurred, reduced by a sum equivalent to the amount of salary, wages, fees and/or other remuneration to which the Applicant became entitled from any other source during the suspension, unless the Commissioner otherwise determines in a particular case.

**B.4.6.6** The Applicant suspended without the student allowance under B.4.6.1 of this contract who enters into employment whereby the Applicant will become entitled to salary, wages, fees and/or other remuneration shall inform the Commissioner immediately of the particulars of the employment.

**B.4.6.7** The Applicant suspended from duty under B.4.6.1 of this contract who, during the suspension becomes entitled to salary, wages, fees and/or other remuneration from a source incompatible with an assessment of the Applicant as a fit and proper person to be a police officer and who fails to satisfy the Commissioner that there are reasonable grounds for not terminating the contract, the Applicant may have their contract terminated.

**B.4.6.8** The Applicant who enters into employment whereby the Applicant receives salary, wages, and/or other remuneration while on suspension without allowance or otherwise, must immediately submit an application for outside employment.

**B.4.7 DISCIPLINARY ACTION**

**B.4.7.1** The Applicant shall be liable to disciplinary action in respect of the Applicant's conduct, which the Commissioner considers to be misconduct or a breach of discipline on such grounds as are prescribed by this contract.

**B.4.7.2** Without limiting the application of B.4.7.4 of this contract, the Applicant acknowledges that if disciplinary action is taken against the Applicant, the Commissioner may commence proceedings against the Applicant to Show Cause as to why the contract between the Applicant and the State should not be terminated.

The Commissioner in determining whether this contract should be terminated has available the sanctions contained within this contract, and/or any other orders or conditions considered appropriate in the circumstances.

To remove any doubt, proceedings to Show Cause are pursuant to this contract and not the Act.

**B.4.7.3** If, following proceedings to Show Cause, a finding of misconduct or a breach of discipline is made in relation to the Applicant's conduct, the Commissioner within 7 days after making the finding shall give written notice of the finding to the Applicant, including the discipline imposed on the Applicant and, if appropriate, the finding and the discipline imposed on the Applicant to the Assistant Commissioner, Ethical Standards Command and to the Crime and Corruption Commission.

**B.4.7.4** Without limiting the range of sanctions that may be imposed by the Commissioner by way of disciplinary action, such sanctions may consist of:

- (a) termination of this contract;
- (b) suspension or standing down of the Applicant;
- (c) assigning the Applicant to another CALD Program intake;  
[The Applicant shall only be assigned to another intake at a different campus where there is mutual agreement in writing between the Applicant and the Commissioner.]
- (d) reprimand;
- (e) reduction in the student allowance paid to the Applicant;
- (f) forfeiture or deferment of a student allowance increase;
- (g) deduction of a sum equivalent to a fine of 2 penalty units from a student allowance:

Provided that the disciplinary action outlined in paragraph (e) above is only applicable to Applicants in receipt of a student allowance equivalent to, or higher than, that paid to a Constable, Level 1.1.

**B.4.7.5** Where the Commissioner imposes any disciplinary sanction under this contract, the Commissioner may suspend the effect of the disciplinary sanction subject to the Applicant upon whom the disciplinary sanction is being imposed agreeing, within a stipulated time-frame, to complete any of the following arrangements:

- (a) perform voluntary community service; and/or
- (b) undergoing voluntary counseling, treatment and/or to engage in some other developmental strategies designed to correct or rehabilitate;

as designated by the Commissioner.

**B.4.7.6** Pursuant to B.4.7.5 of this contract, where the Applicant:

- (a) successfully completes the arrangements within the stipulated time-frame, the disciplinary sanction shall be rescinded and it is to be taken that the sanction was never imposed;
- (b) fails to successfully complete the arrangements within the stipulated time-frame, the disciplinary sanction shall be implemented.

**B.4.8 A FINDING OF A POSITIVE ALCOHOL TEST RESULT OR A CONFIRMED POSITIVE DRUG TEST RESULT**

**B.4.8.1 Alcohol**

- (a) The Applicant, who initially returns a positive alcohol test result when tested or who fails to provide a specimen of breath, shall be considered on an individual basis by the Commissioner, in consultation with the Alcohol and Drug Awareness Unit. At their discretion, the Commissioner may determine if the matter is to be treated as a breach of discipline in accordance with the relevant provisions of this contract.
- (b) Where the Applicant provides a subsequent positive alcohol test result when subjected to any follow-up alcohol test or who subsequently fails to provide a specimen of breath, the matter shall be treated as a breach of discipline in accordance with the relevant provisions of this contract.

**B.4.8.2 Drugs (licit or illicit)**

- (a) Where the Applicant returns a confirmed positive drug test result for a targeted substance as a consequence of the drug test acknowledged in B.1.6 of this contract, the Commissioner shall commence proceedings against an Applicant to Show Cause as to why the contract between the Applicant and the State should not be terminated immediately.
- (b) Where the applicant has a reasonable excuse because of a medical condition for being unable to provide a specimen of urine, this failure will not be taken as a confirmed positive drug test result for a targeted substance.
- (c) If the Applicant is not able to, or refuses to provide a specimen of urine and does not have a reasonable excuse, it will be deemed that the Applicant has returned a confirmed positive drug test result for a targeted substance. In this event, the Commissioner shall commence proceedings against an Applicant to Show Cause as to why the contract between the Applicant and the State should not be terminated immediately.

**B.4.9 RIGHT TO CHASTISE OR CORRECT CONTINUES**

The application of B.4.1 to B.4.8 of this contract do not abrogate the right of an officer and/or a person who has authority over the Applicant to chastise or correct, by way of guidance, inappropriate acts, omissions or failures in the performance displayed by the Applicant.

**B.5 TERMINATION**

**B.5.1** This contract shall be terminated by the Applicant immediately upon the Applicant giving to the Commissioner notice in writing of termination.

**B.5.2** The Applicant's contract shall not be terminated by the Service unless proceedings to Show Cause have been undertaken.

**B.5.3** The Applicant's contract shall be terminated immediately in the event of the Applicant returning a confirmed positive drug test result for a targeted substance and subsequently failing to Show Cause as to why the Applicant's contract should not be terminated.

**B.5.4** Without limiting the right of the State to otherwise terminate this contract at law, this contract may be terminated by the Commissioner giving to the Applicant 14 calendar days' notice in writing -

- (a) if the Commissioner imposes the disciplinary sanction pursuant to B.4.7.4(a) of this contract on the Applicant and does not suspend the effect of the disciplinary sanction;
- (b) if the Applicant is charged in Queensland with a criminal offence, or outside Queensland with an offence which, if it had been committed in Queensland, would have been a criminal offence;
- (c) if the Applicant fails to observe any administrative arrangements issued by Human Resources, and/or People Capability Command and/or the Queensland Police Service Academy and/or the relevant codes of conduct as updated and are issued to the Applicant by the Commissioner from time to time;
- (d) if the Applicant fails to obey an order or to comply with instructions given by an officer or a person who has authority over the Applicant;
- (e) if the Applicant fails to display the potential to discharge the duties of a police officer by not demonstrating the ability to achieve the core attributes which are made known to the Applicant from time to time;
- (f) if the Applicant fails to display integrity, diligence and/or good conduct as is incumbent upon a police officer;
- (g) if the Applicant fails to satisfactorily complete any assessment item within the CALD Program curriculum areas;
- (h) if for any other reason the Commissioner determines that the Applicant is unsuitable for appointment as a police officer.

**B.5.5** Notwithstanding any other provision contained in B.5, this contract shall cease as at the date of the \_\_\_\_\_ day of \_\_\_\_\_ 20 , unless by mutual agreement of the parties, the contract's duration is extended for a specific period of time.

\_\_\_\_\_  
*Applicant's Initials*

\_\_\_\_\_  
*Initials of Representative of the Crown*

**PART C****C.1 STUDENT ALLOWANCE**

**C.1.1** The Applicant is to be paid an allowance at the rate of 70% of the salary paid to a Constable, Level 1.1, as prescribed in the Police Service Award-State, as varied from time to time, or any other Award or Agreement which rescinds or replaces the Police Service Award-State.

**C.1.2** The allowance shall be paid fortnightly and may be paid at the discretion of the Commissioner by electronic funds transfer.

**C.2 EXPENSES**

Unless authorised by the Act, the Commissioner or this contract, the Applicant will not make any claim upon the Commissioner, the State of Queensland or any of the employees or agents of the State of Queensland for any costs or expenses incurred by the Applicant during training.

**C.3 BOOKS / STUDY MATERIAL / RESOURCES**

To the extent of the funding made available for the supply thereof, the Queensland Police Service shall provide free of charge to the Applicant such books/study material/resources as deemed appropriate from time to time by the Commissioner. Books/study material/resources so provided shall at all times remain the property of the Commissioner.

**C.4 COURSE AND STUDENT CHARGES**

Course fees, where a charge is made on the Commissioner, shall be paid by the Queensland Police Service.

**C.5 CLOTHING****C.5.1 UNIFORM**

The Commissioner may provide to the Applicant such suitable uniform and other clothing as may be determined from time to time as necessary for police recruits, and at such time as the Commissioner may determine.

**C.5.2 TRAINING EQUIPMENT, CLOTHING, ETC**

Physical education clothing, footwear and other equipment as deemed appropriate from time to time by the Commissioner shall be provided by the Applicant, provided that, in respect to physical education footwear to be worn by the Applicant, the Applicant shall comply with the advice and recommendations made by the medical practitioner/s employed by the Queensland Police Service.

**C.6 TRAVEL**

**C.6.1** In C.6.2 of this contract, a reference to the expression "Brisbane" shall be taken to mean the Brisbane Statistical Division as defined from time to time by the Australian Bureau of Statistics.

**C.6.2** Where the Applicant is required to travel from Brisbane to any place where the Applicant is required to attend for training or work (not including Station Duty), the Commissioner shall be responsible for providing -

(a) transport; or

- (b) the cost of such travel by public transport; or
- (c) where the Applicant elects to use some approved alternative means of transport, payment shall not exceed the cost of travel by public transport:

Provided that, should the Applicant seek and obtain permission to be assigned to a police establishment (in accordance with B.1.8 of this contract) which is outside of the Brisbane Statistical Division, that Applicant shall not be entitled to make a claim against the Commissioner, the State of Queensland or any of the employees of the State of Queensland for any costs associated with such an arrangement.

- C.6.3** The type of public transport referred to in paragraphs C.6.2(b) and C.6.2(c) of this contract, and any amount payable in respect thereof shall be as determined by the Commissioner.

## **C.7 PARKING**

- C.7.1** The Applicant shall have no right to park or drive a vehicle (except for an official police vehicle) within the grounds of any police establishment visited by the Applicant in the course of training, although the Applicant may from time to time be permitted by the Commissioner to so park or drive.

- C.7.2** If the Applicant does park or drive a vehicle within the grounds of a police establishment visited in the course of training or for any other official or reasonable purpose, the Applicant acknowledges and agrees that the Commissioner and the State shall not be liable in the event of theft of or damage to the vehicle or any contents thereof.

## **C.8 TRAINING AND WORK HOURS**

- C.8.1** When the Applicant is required by a police officer to work other than in timetabled hours normally expected of a police recruit, and the -

- (a) aggregate of work and time spent in timetabled hours; or
- (b) the hours of work,

exceed 7.6 hours per day, the Applicant shall be paid overtime at the rate of one and one-half times the ordinary rate for the time so worked.

- C.8.2** The Applicant shall attend for training and/or work during such hours as the Applicant may be directed by the Commissioner. Hours in such instances shall be allotted in periods of not less than one hour.

- C.8.3** The Applicant shall be entitled to not less than four rest days per fortnight.

## **C.9 MEAL BREAKS**

- C.9.1** The Applicant shall be allowed an unbroken period of not less than 30 minutes for meals taken during training and or working hours, exclusive of the training and or working hours defined in C.8.1 to C.8.3 of this contract.

- C.9.2** The Applicant shall not be required to train and/or to work for more than six hours without a meal break.

- C.9.3** In the case of overtime worked continuous with the work conducted in timetabled hours, the Applicant shall be allowed a break of 30 minutes for a meal after 3 hours of overtime.



**C.10 ABSENCES**

**C.10.1** For the duration of this contract, the Applicant shall notify the relevant facilitator at the Queensland Police Service Academy of all absences from any activity held within timetabled hours. However, should the absence concern a WorkCover matter or a continuation of this contract, the Applicant shall notify the person assigned to monitor the Applicant's progress and duties.

**C.10.2** All absences of five or more days, either continuous or by accumulation, taken during the currency of this contract may be subjected to scrutiny by a Suitability Panel. The committee shall consider the circumstances of each case with a view to recommending to the Commissioner -

- (a) that no action be taken;
- (b) that the Applicant engage in some developmental strategies designed to address deficiencies caused by the absence;
- (c) that the Applicant be counseled in relation to absences from campus;
- (d) that the Applicant's contract be terminated;
- (e) that any other appropriate action be taken including assigning the Applicant to another intake or suspending the operation of this contract pursuant to A.2.2 of this contract.

The Applicant shall only be assigned to another intake at a different campus where there is mutual agreement in writing between the Applicant and the Commissioner.

Each case shall be considered on its own merits.

**C.11 SICK LEAVE**

**C.11.1** The Applicant shall be entitled to accrue 76 hours sick leave on full pay per year or pro rata for part of that period.

**C.11.2** The Applicant shall advise the Manager of the Recruit Training Unit at the Queensland Police Service Academy of absences due to illness and provide a medical certificate

- (a) after an absence of three or more days as evidence of the cause of illness, and
- (b) after an absence for any other period due to illness, in circumstances where the Applicant has been absent for more than three days due to illness during the contracted period.

**C.12 RECREATION LEAVE**

**C.12.1** Recreation leave for the Applicant shall be granted at the rate of 152 hours per calendar year or pro rata for part of that period provided that all recreation leave is taken outside training and examination periods. The entitlement to recreation leave is exclusive of rest days.

**C.12.2** Recreation leave shall be taken as directed by the Commissioner.

**C.12.3** Any recreation leave accrued by the Applicant whilst a police recruit undertaking the CALD Program shall be taken prior to commencing the Recruit Training Program. If the Applicant does not commence the Recruit Training Program or this contract is otherwise terminated the Applicant shall receive the residue of entitlement to recreation leave and recreation leave loading.

**C.12.4** Recreation leave loading shall be paid at the rate of 17.5% of the Applicant's allowance. Such loading shall be paid either in total or in part, depending on the number of recreation leave hours accessed in accordance with C.12.2 of this contract:

**C.13 EMERGENCY / COMPASSIONATE LEAVE**

**C.13.1** The Applicant may be granted such bereavement leave as the Commissioner determines in any particular case upon the death of a member of the Applicant's 'immediate family' or 'household'.

**C.13.2** The Applicant may be granted such leave as the Commissioner determines in any particular case in extraordinary or compassionate situations. Consideration will be given to the following:

- (a) Whether or not the circumstances are of a sufficiently compelling emergency and/or compassionate nature that they require the attendance of the Applicant;
- (b) Whether the Applicant, under any reasonable examination, could have been expected to avoid or have planned for the situation; and
- (c) In the case of funerals of persons who are not covered in clause C.13.1, whether or not the closeness of the relationship between the deceased and the Applicant warrants granting of emergency leave.

The Applicant is not entitled to emergency leave for any period for which the Applicant has been previously granted any other leave.

**C.14 PUBLIC HOLIDAYS**

**C.14.1** The Applicant who is required to work on Good Friday, Christmas Day, Anzac Day, New Year's Day, Australia Day, Easter Monday, Queen's Birthday, or on Boxing Day, or any day appointed under the *Holidays Act 1983* to be kept in place of any such holiday, shall be paid at one and one-half times the ordinary rate for the time so worked.

**C.14.2** The Applicant who is required to work on Easter Saturday shall be paid at two and one-half times the ordinary rate for the time so worked.

**C.14.3** The Applicant who is required to work on Labour Day, or other day appointed under the *Holidays Act 1983* to be kept in place of that holiday, shall be paid a full day's wage for that day and in addition a payment for the time actually worked at one and one-half times the ordinary rates prescribed for such work, with a minimum of four hours.

**C.14.4** The Applicant who is required to work in a district specified from time to time by the Minister by notification published in the Gazette on a day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in the notification of such district, shall be paid at the rate of two and one-half times the ordinary rate for the time so worked, with a minimum of four hours.

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*Applicant's Initials*

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*Initials of Representative of the Crown*