WESTERN AUSTRALIA POLICE FORCE INDUSTRIAL AGREEMENT 2024

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES	WESTERN AUSTRALIA POLICE FORCE **APPLICANT** **-v-** WESTERN AUSTRALIAN POLICE UNION OF WORKERS **RESPONDENT**
CORAM	COMMISSIONER T B WALKINGTON
DATE	TUESDAY, 13 MAY 2025
FILE NO/S	AG 24 OF 2025
CITATION NO.	2025 WAIRC 00286

Result	Agreement registered
Representation	**On the papers**
Applicant	Ms A Crawley
Respondent	Ms J Brinkman

Order

HAVING heard from Ms Crawley on behalf of the Western Australia Police Force and Mr Brinkman on behalf of the Western Australian Police Union of Workers, the Commission, pursuant to the powers conferred under the *Industrial Relations Act 1979* (WA), hereby orders —

> THAT the agreement made between the parties filed in the Commission on 20 March 2025 entitled the *Western Australia Police Force Industrial Agreement 2024,* as amended and filed on 1 May 2025 attached here to be registered as an industrial agreement in replacement of the *Western Australia Police Force Industrial Agreement 2022,* which by operation of s 41(8) is cancelled.

L.S. (Sgd.) T.B. WALKINGTON

COMMISSIONER T B WALKINGTON

WESTERN AUSTRALIA POLICE FORCE INDUSTRIAL AGREEMENT 2024

PART I – APPLICATION AND OPERATION OF AGREEMENT

1 TITLE, PARTIES AND ESTIMATED NUMBER OF EMPLOYEES

1.1 Western Australia Police Force Industrial Agreement 2024.

1.2 This Agreement cancels and replaces Western Australia Police Force Industrial Agreement 2022 (PSAAG 13/2023).

1.3 The named parties to this Agreement are the Western Australian Police Union of Workers, 639 Murray Street, West Perth 6005, and the Commissioner of Police, 2 Adelaide Terrace, East Perth WA 6004.

1.4 As at the date of registration, the estimated number of Employees subject to this Agreement totalled 7286.

2 RELATIONSHIP TO PARENT AWARD

2.1 This Agreement consolidates all relevant provisions of the *Police Award 1965*, with the intention that no Award provision applies in addition to this Agreement. Notwithstanding, if there is any inconsistency between this Agreement and the Award the terms of this Agreement shall prevail.

3 ARRANGEMENT

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4 TERM

4.1 This Agreement operates from the date of its registration to 30 June 2027.

4.2 Despite subclause 4.1, above, the Employer will pay Employees the increased salary and allowances provided for in this Agreement as from 1 July 2024.

4.3 The parties shall commence negotiations for a new industrial agreement 6 months prior to expiry of this Agreement.

4.4 This Agreement will continue in force after the expiry of its term until such time as either party withdraws from this Agreement by notification in writing to the other party and to the Western Australian Industrial Relations Commission (WAIRC).

5 AREA AND SCOPE

5.1 This Agreement shall extend to and bind the Employer and all Employee of the Western Australia Police Force and Aboriginal Police Liaison Officers appointed under the provisions of the *Police Act 1892* (WA) (except those whose salaries are recommended or determined pursuant to the *Salaries and Allowances Act 1975* (WA)).

5.2 This Agreement shall operate over the whole of the State of Western Australia and to localities outside of the State of Western Australia at which a Multi-Functional Policing Facility is located as specified in clause 28 – Conditions to Apply at Multi-Functional Policing Facilities of this Agreement or where Employees travel outside the State on work related business.

6 DEFINITIONS

6.1 For the purpose of this Agreement, the following definitions apply.

6.2 **Aboriginal Police Liaison Officer** means an Employee appointed as such under the *Police Act 1892* (WA).

6.3 **Agency** means the entity comprised of the Western Australia Police Force established under the *Police Act 1892* (WA).

6.4 **Agreement** means the *Western Australia Police Force Industrial Agreement 2024*.

6.5 **Award** means the *Police Award 1965* (as amended or replaced).

6.6 **Camp of a Permanent Nature** for the purposes of clause 23 – Camping Allowance of this Agreement means single room accommodation in skid mounted or mobile type units, caravans, or barrack type accommodation or a vessel where the following are provided in the camp:

(a) Water is freely available;

(b) Ablutions including a toilet, shower or bath and laundry facilities;

(c) Hot water system;

(d) A kitchen, including a stove and table and chairs, except in the case of a caravan equipped with its own cooking and messing facilities;

(e) An electricity or power supply; and

(f) Beds and mattresses except in the case of caravans containing sleeping accommodation.

For the purpose of this definition caravans located in caravan parks or other locations where the above are provided shall be deemed a Camp of a Permanent Nature.

6.7 **Camp other than a Camp of a Permanent Nature** for the purpose of clause 23 – Camping Allowance of this Agreement means a camp including a vessel where any of the requirements defined in a Camp of a Permanent Nature are not provided.

6.8 **Commissioned Officer** means an Employee appointed as such under the provisions of the *Police Act 1892* (WA) or *Police Force Regulations 1979* (WA) or an Employee acting as such.

6.9 **Commissioner** means the Commissioner of Police appointed under the provisions of the *Police Act 1892* (WA).

6.10 **Country Officer in Charge** means an Employee who is an Officer in Charge of a police station located outside the Metropolitan Area and who resides in that locality or an Employee acting or relieving in such position. For the purposes of this definition Rottnest Island, Dwellingup and Pinjarra are considered outside the Metropolitan Area. For the purposes of this definition, 'locality' shall have the same meaning as in clause 21 – Property Allowance of this Agreement.

6.11 **Dentist** means a person registered under the *Health Practitioner Regulation National Law Application Act 2024* (WA) whose name is entered on the Dentists Division of the Register of Dental Practitioners kept under that Act.

6.12 **Dependant** for the purpose of determining eligibility for annual leave travel concession, shall mean:

(a) a Partner; and/or

(b) any child who relies on the Employee for their main financial support;

who does not have an equivalent entitlement of any kind.

6.13 **Dependant** in relation to an Employee (other than for the purpose of annual leave travel concession) means:

(a) a Partner;

(b) any child; or

(c) other family members who reside with the Employee and who rely on the Employee for main support.

6.14 **Detective** means an Employee appointed as such.

6.15 **Emergency** means:

(a) an unforeseen urgent crisis;

(b) serious public disorder; and

(c) searches;

but shall not include normal police activity or the prevention of payment of any penalty provision covered by this Agreement in normal police duty or a requirement to attend court outside a rostered shift.

6.16 **Employee** means any person appointed under the provisions of the *Police Act 1892* (WA) as a Member of the Western Australia Police Force or as an Aboriginal Police Liaison Officer.

6.17 **Employer** means the Commissioner of Police, Western Australia Police Force.

6.18 **Family** in relation to an Employee means the Employee, Partner, and all dependent children attending school, and to those dependent children living with the Employee who are unemployed.

6.19 **Headquarters** means the place in which the principal work of an Employee is carried out, as defined by the Employer.

6.20 **Health Practitioner** means an individual who practises a health profession as defined in the *Health Practitioner Regulation National Law* (WA).

6.21 **House** for the purpose of clause 23 – Camping Allowance of this Agreement means a house, duplex or cottage, including transportable type accommodation, which is self-contained and in which the facilities prescribed for in subclause 6.6 are provided.

6.22 **Incapacity** means unfitness for and absence from duty as a result of illness or injury and 'incapacitated' shall be construed accordingly.

6.23 **Known Situation** for the purposes of clause 11 – Hours of Duty of this Agreement means operational circumstances which are not an Emergency or Public Interest but situations where it is anticipated in advance that additional Employees will be needed on a particular shift.

6.24 **Medical Practitioner** has the same meaning as it has in the *Health Practitioner Regulation National Law* (WA).

6.25 **Medicare Benefits** has the same meaning as it has in the *Health Insurance Act 1973* (Cth).

6.26 **Member of the Police Force** means an Employee appointed as such under the provisions of the *Police Act 1892* (WA).

6.27 **Metropolitan Area** means all policing districts as depicted in Schedule B – Metropolitan Area. When applying this definition, the areas of Rottnest Island, Pinjarra and Dwellingup are considered outside the Metropolitan Area.

6.28 **Metropolitan Officer in Charge** means an Employee other than a Commissioned Officer who is an Officer in Charge of a police station in the Metropolitan Area or an Employee acting or relieving in such position. For the purposes of this definition Rottnest Island, Dwellingup and Pinjarra are considered outside the Metropolitan Area.

6.29 **Motor Vehicle Allowance** expressions shall have the following meaning:

(a) **A year** means twelve months commencing on the 1st day of July and ending on the 30th day of June next following.

(b) Metropolitan Area as defined.

(c) **South West Land Division** is as defined by Schedule One of the *Land Administration Act 1997* (WA) excluding the area contained within the Metropolitan Area.

(d) **Rest of State** means that area south of 23.5 degrees South Latitude, excluding the Metropolitan Area and the South West Land Division.

6.30 **Normal Salary** for the purposes of clause 10 – Salaries of this Agreement means salary as provided at subclause 10.1 and does not include overtime or other additional allowances.

6.31 **North West** means all that part of the State north of 26 degrees South Latitude and shall be deemed to include Shark Bay.

6.32 **Operational Duties** for the purposes of clause 10 – Salaries and clause 13 – Overtime of this Agreement means attendance by an Officer in Charge (OIC) in receipt of the OIC salary in Schedule H – OIC Salary Positions at such matters as serious or fatal traffic accidents, serious public disorder including domestics, urgent searches, serious crimes or attendance at their police station or Headquarters in such events. In regard to responsibilities of an OIC, this definition shall not include the requirement to perform routine daily tasks and administrative duties.

6.33 **Part-Time Employee** means an Employee who is regularly employed to work less than 40 hours per week, or who is employed to work on an irregular basis, or a set amount of hours over a prescribed period (e.g., 200 hours over six months).

6.34 **Partner** means spouse or defacto partner.

6.35 **Pharmacist** has the same meaning as it has in the *Pharmacy Act 2010 (WA).*

6.36 **Practicable** means in the fair and reasonable opinion of the Employer provided that if any dispute shall arise as to whether in any case such opinion is fair and reasonable, the dispute shall be determined in accordance with the dispute settlement procedure in this Agreement.

6.37 **Public Event** shall be deemed to include the following: the Christmas/New Year Road Safety Campaign, Easter Road Safety Campaign, Perth Christmas Pageant, Royal Agriculture Society Show, Australia Day Skyshow, Anzac Day Services and Marches, City to Surf Fun Run and similar such events.

6.38 **Public Interest** means:

(a) protection of life or property caused by extraordinary events;

(b) security for Heads of State/Public Figures and special events; and

(c) searches;

but shall not include normal police activity or the prevention of payment of any penalty provision covered by this Agreement in normal police duty or a requirement to attend court outside a rostered shift.

6.39 **Public Transport** means any mode of transport used by the public as approved by the Employer.

6.40 **Recruit-in-Training** means an Employee undertaking Police Academy based initial training as a Member of the WA Police Force.

6.41 **Region** means region of the State within the meaning of section 39(2) of the *Police Act 1892* (WA).

6.42 **Special Area** means:

(a) any portion of the State that is:

(i) east of 119 degrees East Longitude; or

(ii) north of 26 degrees South Latitude;

(b) Yalgoo, Mount Magnet, Cue and Meekatharra; and

(c) any area outside the State designated a Special Area by the Employer.

6.43 **Union** means the Western Australian Police Union of Workers.

6.44 **WA Police Force** means the Western Australia Police Force (including Aboriginal Police Liaison Officers) established under the *Police Act 1892* (WA).

6.45 **Weekend** means midnight Friday to midnight Sunday inclusive.

PART II – CHANGE, DISPUTE RESOLUTION AND NO FURTHER CLAIMS

7 INTRODUCTION OF CHANGE

7.1 For the purposes of this clause:

(a) 'change' means situations that are likely to affect existing work practices, working conditions or employment prospects of Employees. This could involve one or more of the following:

(i) major changes in the composition, operations, skills required or size of the Employer's workforce or part of the workforce; and/or

(ii) restructuring that could result in the need for retraining, elimination or diminution of job or promotion opportunities, or loss of job tenure; and/or

(iii) alteration to hours of work or the work location.

(b) 'consultation' means a process that involves the timely exchange of relevant information and the opportunity for meaningful discussions between the parties prior to the proposed change being implemented.

(c) Provided that where this Agreement makes provision for alteration of any of the matters referred to in this clause, an alteration shall be deemed not to be a change.

7.2 Consultation on proposed change

The parties agree that:

(a) Consultation must occur prior to the Employer's decision to make a change.

(b) The Employer must notify the Union and Employees who could be affected by the proposed change as soon as practicable.

(c) The notification must be in writing and at a minimum must include the nature of the proposed change and the effect it is likely to have on Employees.

(d) The Employer must commence an open and transparent consultation with the Union and affected Employees as soon as possible after notification.

(e) The following principles apply to the consultation process:

(i) Prior to consultation, the Employer must broadly assess all potential impacts of the change and ensure appropriate mechanisms and communication channels are in place to facilitate effective consultation.

(ii) Information provided by the Employer must be clear and with sufficient background information that key issues and potential impact on Employees can be clearly understood.

(iii) All reasonable and relevant information must be exchanged between the parties except where the information is 'commercial in confidence' or the release of business or personal information could seriously harm a party or individual.

(iv) Throughout the consultation, the Employer must provide adequate time, resources and support for Employees and the Union to consider potential impacts of the proposed change.

(v) Employees and the Union must be given the opportunity to provide feedback on the proposed change and to have that feedback genuinely considered and responded to as part of the decision-making process.

7.3 Notification of Employer's decision to implement change

(a) Once the Employer has made a definite decision to implement change, the affected Employees and the Union must be notified in writing as early as practicable of the:

(i) details and reasons for the change;

(ii) effects the change is likely to have on Employees;

(iii) measures taken by the Employer to avert or mitigate adverse effects of such change on Employees; and

(iv) proposed indicative timeframes for implementing the change.

(b) Affected Employees and the Union must be given at least 14 calendar days within which they have the right to respond to the notification. During this period, changes will not be implemented unless the parties agree to a reduced timeframe.

(c) Matters raised by Employees and/or the Union in response to the notification will be considered promptly by the Employer.

(d) Once a change is implemented, the Employer must evaluate and review the change and inform the Union of the review outcomes.

(e) The parties acknowledge that decisions will continue to be made by the Employer who is responsible and accountable to Government for the effective and efficient operation of the Employer.

8 DISPUTE SETTLEMENT PROCEDURES

8.1 Any questions, difficulties or disputes arising in the course of the employment of Employees covered by this Agreement must be dealt with in accordance with this clause.

8.2 The Employee can be accompanied by a Union representative during all stages of this procedure.

8.3 The Employee and the manager with whom the dispute has arisen must discuss the matter and attempt to find a satisfactory solution within three working days.

8.4 If the dispute cannot be resolved at this level, the matter must be referred to, and be discussed with, the relevant manager’s superior and an attempt made to find a satisfactory solution within a further three working days.

8.5 If the dispute is still not resolved, it can be referred by the Employee/s or Union representative to the Employer or Employer nominee.

8.6 Where the dispute cannot be resolved within five working days of the Union representative's referral of the dispute to the Employer or Employer nominee, either party can refer the matter to the WAIRC.

8.7 The period for resolving a dispute can be extended by agreement between the parties.

8.8 Notwithstanding the operation of subclauses 8.3 to 8.6, questions, difficulties or disputes involving multiple Employees can be raised by the Union directly with the Employer or the Employer's nominated representative.

8.9 If a dispute is raised by the Union via subclause 8.8, the parties must make a genuine attempt to reach an agreed solution. If the dispute cannot be resolved, either party can refer the dispute to the WAIRC for conciliation or, where appropriate, arbitration.

8.10 Nothing in this clause constitutes a referral agreement within the meaning of section 12 of the *Employment Dispute Resolution Act 2008* (WA).

9 NO FURTHER CLAIMS

9.1 There shall be no further claims during the term of this Agreement.

PART III – SALARIES

10 SALARIES

10.1 Rates of pay

(a) The salary rates are payable in respect of ordinary hours of duty as provided in clause 11 – Hours of Duty of this Agreement.

(b) The rates prescribed for Commissioned Officers shall include an allowance for duties performed beyond 40 hours per week and for work performed on public holidays and at weekends, subject to the provisions of subclause 16.4.

(c) Schedule H – OIC Salary Positions provides for the identification of positions that are eligible for OIC salary rates. The OIC salary rates prescribed in subclauses 10.1(h) and 10.1(i) include an allowance for all duties performed beyond 40 hours in a week other than on weekly leave days where Operational Duties (as defined in subclause 6.32) are performed.

(d) Upon substantive appointment to identified positions within Table 2 of Schedule H – OIC Salary Positions, Employees may choose to not receive the OIC salary and continue to be paid overtime, on call, close call and standby allowance, where applicable, in accordance with this Agreement. Employees acting or relieving in these positions are not eligible to receive the OIC salary.

(e) Subject to subclause 10.1(d), the positions specified in Schedule H – OIC Salary Positions will be entitled to the annual salary as prescribed for an OIC in this clause, provided that the Employer may, during the term of this Agreement, add a position to the Schedule which the Employer, due to organisational change, considers to be an OIC position.

(f) If the Employer proposes to change an identifying title, remove a position specified in Schedule H – OIC Salary Positions, or add a position in accordance with subclause 10.1(e), it will require the Union's agreement and the Union will not unreasonably withhold its agreement.

Classification	Current salary	2024 salary Effective from 1 July 2024	2025 salary Effective from 1 July 2025	2026 salary Effective from 1 July 2026
(g) Commissioned Officers				
Commander Increment III	$203,119	$213,275	$221,806	$230,124
Commander Increment II	$199,430	$209,402	$217,778	$225,944
Commander Increment I	$195,743	$205,530	$213,751	$221,767
Commander Base Rate	$192,054	$201,657	$209,723	$217,588
Superintendent Increment III	$183,403	$192,573	$200,276	$207,787

Classification	Current salary	2024 salary Effective from 1 July 2024	2025 salary Effective from 1 July 2025	2026 salary Effective from 1 July 2026
Superintendent Increment II	$179,714	$188,700	$196,248	$203,607
Superintendent Increment I	$176,025	$184,826	$192,219	$199,428
Superintendent Base Rate	$172,338	$180,955	$188,193	$195,250

Inspector Increment III	$164,082	$172,286	$179,178	$185,897
Inspector Increment II	$160,393	$168,413	$175,149	$181,717
Inspector Increment I	$156,704	$164,539	$171,121	$177,538
Inspector Base Rate	$153,017	$160,668	$167,095	$173,361

(h) Senior Sergeant				
Senior Sergeant (Schedule H OIC Country) Increment IV	$152,865	$160,508	$166,929	$173,188
Senior Sergeant (Schedule H OIC Country) Increment III	$150,652	$158,185	$164,512	$170,681
Senior Sergeant (Schedule H OIC Country) Increment II	$148,436	$155,858	$162,092	$168,171
Senior Sergeant (Schedule H OIC Country) Increment I	$146,220	$153,531	$159,672	$165,660
Senior Sergeant (Schedule H OIC Country) Base Rate	$144,497	$151,722	$157,791	$163,708
Senior Sergeant (Schedule H OIC in Metropolitan Area) Increment IV	$138,452	$145,375	$151,190	$156,859
Senior Sergeant (Schedule H OIC in Metropolitan Area) Increment III	$136,237	$143,049	$148,771	$154,350
Senior Sergeant (Schedule H OIC in Metropolitan Area) Increment II	$134,021	$140,722	$146,351	$151,839
Senior Sergeant (Schedule H OIC in Metropolitan Area) Increment I	$131,806	$138,396	$143,932	$149,330

Classification	Current salary	2024 salary Effective from 1 July 2024	2025 salary Effective from 1 July 2025	2026 salary Effective from 1 July 2026
Senior Sergeant (Schedule H OIC in Metropolitan Area) Base Rate	$130,084	$136,588	$142,052	$147,379
Senior Sergeant Base Increment IV	$133,856	$140,549	$146,171	$151,652
Senior Sergeant Base Increment III	$131,644	$138,226	$143,755	$149,146
Senior Sergeant Base Increment II	$129,428	$135,899	$141,335	$146,635
Senior Sergeant Base Increment I	$127,210	$133,571	$138,913	$144,123
Senior Sergeant Base Rate	$125,490	$131,765	$137,035	$142,174
(i) Sergeant				
Sergeant (Country OIC Category C) Increment IV	$143,575	$150,754	$156,784	$162,663
Sergeant (Country OIC Category C) Increment III	$141,894	$148,989	$154,948	$160,759
Sergeant (Country OIC Category C) Increment II	$140,215	$147,226	$153,115	$158,857
Sergeant (Country OIC Category C) Increment I	$138,532	$145,459	$151,277	$156,950
Sergeant (Country OIC Category C) Base Rate	$137,060	$143,913	$149,670	$155,282
Sergeant (Country OIC Category B) Increment IV	$141,325	$148,391	$154,327	$160,114
Sergeant (Country OIC Category B) Increment III	$139,645	$146,627	$152,492	$158,211
Sergeant (Country OIC Category B) Increment II	$137,962	$144,860	$150,655	$156,304
Sergeant (Country OIC Category B) Increment I	$136,282	$143,096	$148,820	$154,401
Sergeant (Country OIC Category B) Base Rate	$134,808	$141,548	$147,210	$152,731

Classification	Current salary	2024 salary Effective from 1 July 2024	2025 salary Effective from 1 July 2025	2026 salary Effective from 1 July 2026
Sergeant (Country OIC Category A) Increment IV	$139,645	$146,627	$152,492	$158,211
Sergeant (Country OIC Category A) Increment III	$137,962	$144,860	$150,655	$156,304
Sergeant (Country OIC Category A) Increment II	$136,282	$143,096	$148,820	$154,401
Sergeant (Country OIC Category A) Increment I	$134,602	$141,332	$146,985	$152,497
Sergeant (Country OIC Category A) Base Rate	$133,128	$139,784	$145,376	$150,827
Sergeant (Schedule H OIC Country) Increment IV	$138,169	$145,077	$150,881	$156,539
Sergeant (Schedule H OIC Country) Increment III	$136,488	$143,312	$149,045	$154,634
Sergeant (Schedule H OIC Country) Increment II	$134,808	$141,548	$147,210	$152,731
Sergeant (Schedule H OIC Country) Increment I	$133,127	$139,783	$145,375	$150,826
Sergeant (Schedule H OIC Country) Base Rate	$131,653	$138,236	$143,765	$149,156
Sergeant (Metro OIC Category C) Increment IV	$129,162	$135,620	$141,045	$146,334
Sergeant (Metro OIC Category C) Increment III	$127,482	$133,856	$139,210	$144,431
Sergeant (Metro OIC Category C) Increment II	$125,802	$132,092	$137,376	$142,527
Sergeant (Metro OIC Category C) Increment I	$124,119	$130,325	$135,538	$140,621
Sergeant (Metro OIC Category C) Base Rate	$122,645	$128,777	$133,928	$138,951

Classification	Current salary	2024 salary Effective from 1 July 2024	2025 salary Effective from 1 July 2025	2026 salary Effective from 1 July 2026
Sergeant (Metro OIC Category B) Increment IV	$126,911	$133,257	$138,587	$143,784
Sergeant (Metro OIC Category B) Increment III	$125,231	$131,493	$136,752	$141,880
Sergeant (Metro OIC Category B) Increment II	$123,548	$129,725	$134,914	$139,974
Sergeant (Metro OIC Category B) Increment I	$121,869	$127,962	$133,081	$138,071
Sergeant (Metro OIC Category B) Base Rate	$120,395	$126,415	$131,471	$136,402
Sergeant (Metro OIC Category A) Increment IV	$125,231	$131,493	$136,752	$141,880
Sergeant (Metro OIC Category A) Increment III	$123,548	$129,725	$134,914	$139,974
Sergeant (Metro OIC Category A) Increment II	$121,869	$127,962	$133,081	$138,071
Sergeant (Metro OIC Category A) Increment I	$120,189	$126,198	$131,246	$136,168
Sergeant (Metro OIC Category A) Base Rate	$118,715	$124,651	$129,637	$134,498
Sergeant (Schedule H OIC in Metropolitan Area) Increment IV	$123,755	$129,943	$135,140	$140,208
Sergeant (Schedule H OIC in Metropolitan Area) Increment III	$122,076	$128,180	$133,307	$138,306
Sergeant (Schedule H OIC in Metropolitan Area) Increment II	$120,393	$126,413	$131,469	$136,399
Sergeant (Schedule H OIC in Metropolitan Area) Increment I	$118,713	$124,649	$129,635	$134,496

Classification	Current salary	2024 salary Effective from 1 July 2024	2025 salary Effective from 1 July 2025	2026 salary Effective from 1 July 2026
Sergeant (Schedule H OIC in Metropolitan Area) Base Rate	$117,240	$123,102	$128,026	$132,827
Sergeant (Category C) Increment IV	$124,568	$130,796	$136,028	$141,129
Sergeant (Category C) Increment III	$122,885	$129,029	$134,190	$139,223
Sergeant (Category C) Increment II	$121,207	$127,267	$132,358	$137,321
Sergeant (Category C) Increment I	$119,524	$125,500	$130,520	$135,415
Sergeant (Category C) Base Rate	$118,050	$123,953	$128,911	$133,745
Sergeant (Category B) Increment IV	$122,318	$128,434	$133,571	$138,580
Sergeant (Category B) Increment III	$120,633	$126,665	$131,731	$136,671
Sergeant (Category B) Increment II	$118,956	$124,904	$129,900	$134,771
Sergeant (Category B) Increment I	$117,273	$123,137	$128,062	$132,864
Sergeant (Category B) Base Rate	$115,799	$121,589	$126,453	$131,194
Sergeant (Category A) Increment IV	$120,634	$126,666	$131,732	$136,672
Sergeant (Category A) Increment III	$118,954	$124,902	$129,898	$134,769
Sergeant (Category A) Increment II	$117,274	$123,138	$128,063	$132,866
Sergeant (Category A) Increment I	$115,591	$121,371	$126,225	$130,959
Sergeant (Category A) Base Rate	$114,118	$119,824	$124,617	$129,290
Sergeant – Base Increment IV	$119,162	$125,121	$130,125	$135,005
Sergeant – Base Increment III	$117,480	$123,354	$128,288	$133,099
Sergeant – Base Increment II	$115,799	$121,589	$126,453	$131,194
Sergeant – Base Increment I	$114,117	$119,823	$124,616	$129,289
Sergeant – Base Rate	$112,643	$118,275	$123,006	$127,619

(j) Senior Constable				
Senior Constable Increment V	$109,941	$115,438	$120,056	$124,558
Senior Constable Increment IV	$108,312	$113,727	$118,276	$122,712

Classification	Current salary	2024 salary Effective from 1 July 2024	2025 salary Effective from 1 July 2025	2026 salary Effective from 1 July 2026
Senior Constable Increment III	$106,700	$112,035	$116,516	$120,886
Senior Constable Increment II	$105,116	$110,372	$114,787	$119,091
Senior Constable Increment I	$103,533	$108,710	$113,058	$117,298
Senior Constable Base Rate	$102,142	$107,249	$111,539	$115,722

(k) First Class Constable				
First Class Constable Increment I	$96,697	$101,532	$105,593	$109,553
First Class Constable Base Rate	$95,306	$100,071	$104,074	$107,977

(l) Constable				
5th year of service & thereafter	$90,263	$94,776	$98,567	$102,263
4th year of service	$88,177	$92,586	$96,289	$99,900
3rd year of service	$86,096	$90,401	$94,017	$97,542
2nd year of service	$83,544	$87,721	$91,230	$94,651
1st year of service	$83,544	$87,721	$91,230	$94,651
Recruits-in-Training	$65,589	$68,868	$71,623	$74,309

(m) Aboriginal Police Liaison Officer				
Senior Aboriginal Police Liaison Officer Increment II	$89,310	$93,776	$97,527	$101,184
Senior Aboriginal Police Liaison Officer Increment I	$88,150	$92,558	$96,260	$99,870
Senior Aboriginal Police Liaison Officer	$86,990	$91,340	$94,993	$98,555
First Class Aboriginal Police Liaison Officer	$81,106	$85,161	$88,568	$91,889
Aboriginal Police Liaison Officer	$78,646	$82,578	$85,881	$89,102

(n) The following transition arrangements applied as a grandfather clause to Employees who as at 31 July 1992 were at the rank of Sergeant and qualified for promotion to the rank of Senior Sergeant.

(i) For Employees at the substantive rank of Sergeant, past service as a substantive Sergeant up to a maximum of six years was recognised and, in

addition to the rate for Sergeant – Base Rate additional salary is paid in recognition of that service in the following categories.

Category A Two years' service but less than four years.

Category B Four years' service but less than six years.

Category C Six years' service or more.

(ii) Effective from 18 December 1992, Employees at the substantive rank of Sergeant who were not qualified for promotion to the rank of Senior Sergeant on 31 July 1992 but who passed examination for promotion to the rank of First Class Sergeant during 1992, translated in the same manner as those in subclause 10.1(n)(i).

(iii) Employees who were at the substantive rank of First Class Sergeant prior to 31 July 1992 translated to category C in subclause 10.1(n)(i).

(iv) Employees at the substantive rank of Sergeant and the brevet rank of First Class Sergeant prior to 31 July 1992 translate as category C in subclause 10.1(n)(i) whilst in the brevet position and, if qualified for promotion to the rank of Senior Sergeant at the time of reverting to Sergeant, revert to the appropriate category in subclause 10.1(n)(i), which recognises past service up to a maximum of six years since their substantive appointment at Sergeant rank.

10.2 Incremental progression

(a) Employees at a rank that has salary increments will progress an increment after two years' satisfactory service (e.g., a Sergeant being paid the base rate will progress to the Sergeant Base Increment I after two years' satisfactory service, the Sergeant Base Increment II after four years' satisfactory service, the Sergeant Base Increment III after six years' satisfactory service and the Sergeant Base Increment IV after eight years' satisfactory service).

(b) Constables shall proceed to the third year of service salary increment on the satisfactory completion of the probationary period as stipulated in the Employee's instrument of appointment. Constables who complete probation in less than two years and progress to third year will not progress to fourth year increment until three years satisfactory service has been completed.

10.3 Progression of Aboriginal Police Liaison Officers

(a) Following three years of substantive service at that rank and subject to satisfactory performance, an Aboriginal Police Liaison Officer will progress to the rank of First Class Aboriginal Police Liaison Officer.

(b) Following five years of substantive service at that rank and subject to satisfactory performance, First Class Aboriginal Police Liaison Officers will progress to the rank of Senior Aboriginal Police Liaison Officer.

(c) Employees commencing as Senior Aboriginal Police Liaison Officers will be paid the Senior Aboriginal Police Liaison Officer Base Rate and may then progress through the Senior Aboriginal Police Liaison Officer Increments as provided in subclause 10.2(a).

10.4 Permanency – Commissioned Officers

Following three years of substantive satisfactory service, Employees at the rank of Commander, Superintendent and Inspector will be recommended for permanent appointment at that rank.

10.5 Hours worked in excess of ordinary rostered hours in any week on a voluntary basis at sporting or other Public Events shall be considered ordinary hours of duty and paid in accordance with the hourly rate prescribed in subclause 10.13(c).

10.6 An Employee's salary shall be paid by direct funds transfer to the credit of an account nominated by the Employee at a bank, building society or credit union approved by the Under Treasurer or an accountable officer.

10.7 Where an Employee has previous relevant experience with WA Police Force, the Employer may take this into consideration in re-engaging such an Employee. The Employer has absolute discretion to:

(a) exempt the Employee from undertaking part or full Police Academy training; and/or

(b) waive the requirements for the Employee to undertake a period of probation; and/or

(c) appoint the Employee to a rank and salary which recognises the previous relevant police force experience.

10.8 Previous experience in another policing jurisdiction or service

(a) Where an Employee has previous relevant experience in another policing jurisdiction or service, the Employer may take this into consideration in employing such an Employee. The Employer has absolute discretion to:

(i) exempt the Employee from undertaking part or full Police Academy training; and/or

(ii) determine a reduction in the probationary period; and/or

(iii) appoint the Employee to a rank and salary which recognises the previous relevant police force experience.

(b) Before employing a person with experience in another policing jurisdiction or service for a position in the WA Police Force, the Employer will, where Practicable, advertise that position.

10.9 Part-Time employment

(a) A Part-Time Employee shall be paid a proportion of the appropriate full-time salary contained in this clause dependent on the number of hours worked. The salary shall be calculated in accordance with the following formula:

$$\frac{\text{Hours Worked Per Fortnight}}{80} \times \frac{\text{Full-Time Fortnightly Salary}}{1}$$

(b) A Part-Time Employee shall be entitled to all available salary increments on the same basis as a full-time Employee on a pro rata basis by calculating the hours worked by the Part-Time Employee each fortnight as a proportion of 80.

10.10 Recovery of overpayments

(a) The Employer has an obligation under the *Financial Management Act 2006* (WA) to account for public monies. This requires the Employer to recover overpayments made to an Employee.

(b) Where an overpayment is identified and proven, the Employer must provide the Employee with written details of the overpayment and notify the Employee of their intent to recover the overpayment.

(c) Overpayments may be recovered by the Employer at a rate agreed between the Employer and the Employee, provided that the rate at which the overpayment is recovered is not less than the rate at which it was overpaid or $100 per fortnight, whichever is the lesser amount.

(d) If deduction in this manner should cause undue financial hardship a lesser rate of repayment may be negotiated.

(e) Nothing in this clause precludes the Employer's legal right to pursue recovery of overpayments.

10.11 Recovery of underpayments

(a) Where an error has resulted in an Employee being underpaid by more than 10% of their Normal Salary, the Employer will reinstate the shortfall within two working days of the error being notified to the Human Resources Directorate.

(b) Where the underpayment is less than 10% of an Employee's Normal Salary the shortfall will be included in the next available pay, where Practicable.

(c) Where an error has resulted in an Employee not being paid all or part of any payments due in addition to their Normal Salary (such as overtime or other allowances), the Employer will make every effort to include such payment in the next available pay following the error being notified to the Human Resources Directorate.

10.12 Salary packaging

(a) For the purposes of this clause, 'total employment cost' (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

(b) An Employee may, by agreement with the Employer, enter into a salary packaging arrangement in accordance with the Employer's flexible remuneration packaging arrangements or any similar salary packaging arrangements offered by the Employer.

(c) Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the TEC of an Employee, can be reduced by and substituted with another, or other, benefits.

(d) For the purpose of salary packaging, TEC is calculated by adding:

(i) base salary;

(ii) other cash allowances (e.g., annual leave loading);

(iii) non-cash benefits (e.g., superannuation, motor vehicles);

(iv) any Fringe Benefit Tax liabilities currently paid; and

(v) any variable components.

(e) Where an Employee enters into a salary packaging arrangement, the Employee will be required to enter into a separate written agreement with the Employer that sets out the terms and conditions of the arrangement.

(f) A salary packaging arrangement must be cost neutral in relation to the total cost to the Employer.

(g) A salary packaging arrangement must comply with relevant taxation laws and the Employer will not be liable for additional tax, penalties or other costs payable or which may become payable by the Employee.

(h) In the event of any increase or additional payments of tax or penalties associated with the employment of the Employee under a salary packaging arrangement or the provision of Employer benefits under a salary packaging arrangement, such tax, penalties and any other costs shall be borne by the Employee.

(i) In the event of significant increases in fringe benefit tax liability or administrative costs relating to arrangements under this clause or any other reason as agreed between the Employee and the Employer, the Employee may vary or cancel a salary packaging arrangement.

(j) The salary of the Employee prior to the application of a salary packaging arrangement will be utilised for the purpose of calculating overtime and annual leave loading.

(k) The Employer shall not unreasonably withhold agreement to salary packaging on request from an Employee.

10.13 Rate calculations

(a) For the purpose of ascertaining the rate per fortnight the total annual salary shall be multiplied by 12 and divided by 313.

(b) For the purpose of ascertaining the rate per day the rate per fortnight shall be divided by 10.

(c) For the purpose of ascertaining the rate per hour the annual salary prescribed in subclause 10.1 shall be divided by 313, multiplied by 12 and divided by 80.

PART IV – HOURS OF WORK

11 HOURS OF DUTY

11.1 When developing rosters, all rosters shall:

(a) meet operational and service delivery requirements;

(b) contribute effectively to achieving local and corporate priorities;

(c) provide the most effective use of available resources;

(d) support work life balance and ensure Employees are rostered in a fair, reasonable and equitable manner while balancing community, Employee and organisational needs.

(e) comply with the recommendations contained within the *WorkSafe Working Hours Code of Practice 2006* (WA) as it relates to rostering and hours of duty, including the use of forward rotating shifts;

(f) be flexible whilst being manageable. Rostering systems shall attempt to maximise resources by allocating the appropriate number of Employees, with the right level of experience across all teams to be able to meet policing demands and community requirements.

11.2 Hours of duty

(a) Employees will work an average of 40 hours per week or 80 hours per fortnight. Shifts can be rostered on any day inclusive of Saturdays, Sundays and public holidays.

(b) This excludes:

(i) Commissioned Officers whose working hours are provided for in subclause 11.16; and

(ii) Officers in Charge (OIC) of positions detailed in Schedule H – OIC Salary Positions and receiving an OIC salary prescribed in clause 10 – Salaries of this Agreement whose working hours are provided for in subclause 11.17; and

(iii) Employees stationed at Multi-Functional Policing Facilities (MFPFs) whose hours are provided for in clause 28 – Conditions to Apply at Multi-Functional Policing Facilities of this Agreement.

11.3 Roster types

(a) Rosters shall be worked in accordance with the arrangements of either of the following defined roster types:

(i) standard roster;

(ii) extended settlement period roster; or

(iii) flexible roster.

(b) All rosters are required to be approved by the District/Divisional Superintendent or equivalent or other delegated person in the work area.

(c) For the purpose of rostering, the following shall apply:

(i) 'highly responsive business areas' means specific workgroups where the Employer requires flexibility in rostering which may limit the ability to post a roster for two weeks. The specific work groups are listed at Schedule I – Highly Responsive Business Areas.

(ii) If the Employer proposes to change the identifying title, or to remove or add a position specified in Schedule I – Highly Responsive Business Areas, it will require the Union's agreement and the Union will not unreasonably withhold agreement.

11.4 Standard roster

(a) The hours of duty for Employees working a standard roster shall total 40 hours per week or 80 hours per fortnight.

(i) Where 40 hours per week are to be worked either five x eight-hour shifts or four x 10-hour shifts are to be rostered.

(ii) Where 80 hours per fortnight are to be worked a combination of seven, eight-, nine-, or 10-hour shifts can be rostered.

(b) Employees may be rostered to perform duties on more than one shift type during any weekly period subject to the following provisions:

(i) An Employee may be rostered to work on day and afternoon or day and evening shifts in any weekly period.

(ii) An Employee may be rostered to work on afternoon and evening shifts in any weekly period.

(iii) Except as provided in subclause 11.7(g), any combination of day and night or afternoon and night shifts shall not be rostered.

(iv) An Employee may be rostered to work evening and night shifts in any weekly period provided shift start times do not vary more than four hours.

(v) The combination of shifts will not be alternated on a daily basis (e.g., day-afternoon-day-afternoon or afternoon-day-afternoon-day-afternoon).

(c) Rosters will be posted at each work area no later than 1300 hrs on the Tuesday preceding the fortnight to be worked except for business areas outlined in Schedule I – Highly Responsive Business Areas working a standard roster of 40 hours per week where rosters will be posted at each work area no later than the Tuesday preceding the week to be worked.

(i) The posted roster will show start times, shift lengths and weekly leave days for the ensuing week or fortnight, whichever applies.

(ii) Once a roster has been posted the start time may be varied in accordance with subclause 11.7(c).

11.5 Extended settlement period roster

(a) For the purposes of the extended settlement period roster the following definitions shall apply:

(i) 'affected Employees' means those Employees who are rostered in accordance with an extended settlement period roster. Such Employees will be represented by Union branch members duly authorised to make such representation by the Union. The number of Union branch members making such representation will be agreed upon by the Employer and the Union.

(ii) 'roster pattern' means the indicative arrangement of shift types and weekly leave days within a settlement period of a particular work area.

(iii) 'significant change' means any alteration or variation of the roster pattern that the Employer believes is likely to have a considerable effect on the affected Employees within that work area.

(iv) 'settlement period' means the period of time, measured in weeks, between the commencement and cessation of the roster pattern which may be up to 12 weeks in duration.

(b) The hours of duty for Employees working an extended settlement period roster shall total 40 hours per week or average 40 hours per week over a settlement period determined by the Employer.

(c) An extended settlement period roster allows the Employer to roster shift lengths that may be seven, eight, nine or 10 hours duration. In addition, shift lengths of more than 10 hours can be rostered when approved by a Deputy Commissioner.

(d) Employees working an extended settlement period roster may be rostered on any combination of shift type, as provided in subclause 11.7(a), during a weekly period providing:

(i) shift types will not be daily alternating (e.g., day-afternoon-day-afternoon); and

(ii) where more than one shift type is rostered, at least two shifts of one of the shift types will be rostered on consecutive days; and

(iii) any evening and night shifts that are rostered together have a start time varying by not more than four hours.

(e) All roster patterns for an extended settlement period roster shall be developed in consultation with the Union and affected Employees. The Employer retains the right to determine the arrangements to suit the operational needs of the particular work area.

(f) The Employer must provide four weeks' notice to Employees where any significant change is made to an existing roster pattern.

(g) Rosters will be posted at each work area no later than 1300 hrs on the Tuesday, preceding the fortnight to be worked.

(i) The posted roster will show start times, shift lengths and weekly leave days for the posted fortnight.

(ii) Once a roster has been posted, the start time may be varied in accordance with subclause 11.7(c).

(iii) Notwithstanding subclauses 11.5(f) and 11.7(l), the Employer may change any part of the remaining roster pattern that has not been posted, to meet operational and service delivery requirements.

11.6 Flexible roster

(a) A flexible roster may be utilised to meet the needs of a particular workplace. Such roster type must be premised on the understanding that at least 66% of the Employees affected by the flexible roster genuinely agree. Such agreement will be determined by secret ballot and the agreed flexible roster shall be in writing.

(b) Rosters may include any variation or combination of a minimum of six and a maximum of 12 hour shifts and in excess of five shifts in a week or 40 hours per week and may utilise a settlement period for hours worked (e.g., 320 hours over eight weeks).

(c) Rosters must be endorsed by the Employer, Union and the Employee Relations Division prior to implementation.

(d) By agreement between the Employer and the Union, rosters as prescribed in this subclause may be trialled in a particular workplace for a period of 12 weeks without the need for a ballot. The period of 12 weeks can be longer if agreed by the Employer and the Union. After the trial, such arrangement may be implemented on a permanent basis if 66% of the affected Employees genuinely agree. Such flexible roster is to be in writing and determined by a secret ballot.

(e) Agreement to trial a roster as prescribed in subclause 11.6(d) shall not be unreasonably withheld by the Union.

(f) Rosters will be posted at each work area no later than 1300 hrs on the Tuesday preceding the fortnight to be worked.

(i) The posted roster will show start times, shift lengths and weekly leave days for the ensuing fortnight.

(ii) Once a roster has been posted the start time may be varied in accordance with subclause 11.7(c).

(iii) Notwithstanding subclause 11.7(l), the Employer may change any part of the remaining roster that has not been posted to meet operational and service delivery requirements.

11.7 General provisions for all roster types

(a) Employees shall be designated to work ordinary hours of duty in the shift types as set out below:

Day Shift	Any shift which commences on or between the hours of 0600 hrs and 1030 hrs each day.
Afternoon Shift	Any shift which commences on or between the hours of 1100 hrs and 1630 hrs each day.
Evening Shift	Any shift which commences on or between the hours of 1700hrs and 1930 hrs each day.
Night Shift	Any shift which commences on or between the hours of 2000 hrs and 0530 hrs each day.

(b) As far as is Practicable, shift types shall be distributed equally between all Employees, inclusive of Part-Time Employees on a pro rata basis, subject to that particular roster over the roster pattern.

(c) The starting times of shifts may be varied daily only within the parameters of the shift type as specified in subclause 11.7(a). Where Practicable, Employees will be given a minimum of 24 hours' notice of any alteration to the start time of their rostered shift.

(d) Where Practicable, weekly leave days off shall be rostered together.

(e) Where only 10-hour shifts are rostered, a minimum of two weekly leave days will be rostered together.

(f) The shift type that is day, afternoon, evening or night may not be altered after the roster is posted except as provided for in subclauses 11.7(g), 11.7(h), 11.7(i) and 11.12.

(g) In accordance with health and safety principles, additional Employees may be rostered on particular days from day shift to afternoon, evening or night shift in any week to cover a Known Situation.

(i) Such changes shall be indicated in advance on rosters when rosters are posted in accordance with subclauses 11.4(c), 11.5(g) and 11.6(f).

(ii) In the event rosters are altered for a Known Situation, where Practicable a minimum 24 hours' notice should be given to the Employee affected by such alteration.

(h) In an Emergency or where such action is in the Public Interest, a roster may be varied or suspended by the District/Divisional Superintendent or equivalent, or other delegated person in that work area.

(i) An Employee may request to change the shift they have been rostered to work to meet a change in personal circumstances. Such changes may be made after the roster has been posted if agreed to by the Employer. Shift allowances will only be paid for shifts actually worked.

(j) Where Practicable, such changes referred to in subclauses 11.7(g), 11.7(h) and 11.7(i) shall be indicated in advance on rosters.

(k) When an Employee is transferred from one work area to another where an extended settlement period roster or flexible roster is in place, or where there has been a change of roster type or the roster type is withdrawn from prior to the end of the agreed period, and where there is an excess or shortfall of hours worked, the following shall apply prior to leaving that work area:

(i) excess – as required by the Employer, the Employee will be required to adjust their hours of duty to clear the excess accrued hours. The excess hours may be included as part of a shift. Excess hours are not to be regarded as overtime or TOIL.

(ii) shortfall – as required by the Employer, the Employee will be required to make up any shortfall of hours. Every endeavour will be made to adjust the hours at a mutually convenient time.

(l) If prior to the completion of a roster settlement period it is likely that another roster type will be worked or a significantly different roster pattern will be worked, four weeks' notice of such change will be given, where Practicable, to all affected

Employees. For extended settlement period rosters and flexible rosters, at least four weeks' notice will be given prior to the actual implementation of the roster or if such a roster is to be withdrawn, unless the Employer and the Union agree to a shorter period.

11.8 Meal breaks

(a) Employees are entitled to the following paid meal break:

(i) Seven-hour shift – 35 minutes

(ii) Eight-hour shift – 40 minutes

(iii) Nine-hour shift – 45 minutes

(iv) 10-hour shift – 50 minutes

(v) 12-hour shift – one hour

(b) At the election of the Employee and with the approval of the Officer in Charge the paid meal break for nine-, 10- and 12-hour shifts may be taken as two breaks. If the paid meal break is not able to be taken only one meal claim under subclause 11.8(c) is payable.

(c) At a time determined by the Employer, a meal break taken in accordance with subclause 11.8(a) shall commence at a time within the fourth, fifth or sixth hour of the commencement of a seven, eight or nine hour shift or within the fifth, sixth or seventh hour of the commencement of a 10-, 11- or 12-hour shift. This meal break shall be considered as time worked.

(d) Should circumstances arise whereby an Employee is prevented by continuous duty from taking a meal break as provided in subclause 11.8(a), such Employee shall be reimbursed in accordance with the rate prescribed by Item F15 of Schedule F – Travelling/Transfer Allowances, provided that an Employee shall only be entitled to one claim per shift.

(e) The Employee's total reimbursement under this subclause for any one pay period shall not exceed the amount prescribed by Item F16 of Schedule F – Travelling/Transfer Allowances. The Employer may grant the payment of this allowance in excess of five days per pay period if satisfied the claim is warranted. The provisions of this subclause shall not apply to an Employee in receipt of any entitlement prescribed under clause 27 – Travelling Allowance, clause 25 – Relieving Allowance or clause 23 – Camping Allowance of this Agreement.

11.9 10-Hour break between shifts

Subject to the provisions of this clause and where Practicable, an Employee shall be allowed a break between shifts in the following terms:

(a) Other than in an Emergency or in the Public Interest, an Employee shall be allowed at least 10 consecutive hours off duty between the end of one rostered shift and the commencement of the next rostered shift.

(b) Where an Employee has not had at least 10 consecutive hours off duty since the completion of their last rostered shift, is fatigued due to authorised overtime and has four hours or more of the next rostered shift remaining to be worked, the Employee may, with the approval of their Officer in Charge, be excused from such part of the shift to allow the designated break and shall be deemed to have

commenced that shift at the rostered start time. If appropriate, where a part shift is worked a shift allowance will be paid.

(c) Where an Employee has not had at least 10 consecutive hours off duty since the completion of their last rostered shift, is fatigued due to authorised overtime and there are less than four hours of the rostered shift remaining to be worked, the Employee may, with the approval of their Officer in Charge, be excused from duty and shall be deemed to have worked the shift. However, in these circumstances, a shift allowance will not be paid.

(d) Overtime is to be documented as directed by the Employer.

(e) An Employee seeking to be excused from their next rostered shift or part shift must personally contact their Officer in Charge or another person in authority for approval prior to the commencement of the shift. Such approval shall not be withheld except in an Emergency or in the Public Interest.

(f) Where an Employee has not had 10 consecutive hours off duty as a result of authorised overtime, the Employee shall be paid at overtime rates in accordance with subclause 13.6.

11.10 Broken shifts

Notwithstanding the provisions of this clause, daily hours may be worked as a broken shift:

(a) if the Employee applies in writing for permission to work such shifts; and

(b) if the Employer and the Union agree.

11.11 Weekends off duty

Where Practicable, an Employee should be allowed four rostered weekends off duty over each period of 12 weeks.

11.12 Attendance at court

(a) For the purposes of this subclause:

(i) ‘proposed’ means suggested or indicative, but not posted in accordance with the provisions of subclause 11.4(c) for standard rosters, subclause 11.5(g) for extended settlement period rosters or subclause 11.6(f) for flexible rosters.

(ii) ‘ordinarily’ for the purpose of subclause 11.12 means, the roster pattern proposed to be worked within 12 weeks of the court date.

(b) Shift allowance

(i) Where as a result of matters arising during the course of an Employee’s duties, the Employee is notified of the requirement to attend court and the notification to attend court is within 12 weeks of the court date; and

(ii) the Employee is required to work day shifts to accommodate such court attendance, when they would not ordinarily be rostered for day shift, the shift allowance paid will be the amount equivalent to the shift allowance provided under clause 16 – Shift Allowance of this Agreement, for the shift

which would have ordinarily been rostered or was proposed to be rostered if not for the attendance in court.

(iii) No shift penalty will be paid to the Employee where the notification of the requirement to attend court in accordance with subclause 11.12(a)(ii) of this clause, occurs more than 12 weeks in advance of the court date.

(c) The Employee must provide evidence to the Employer of the notification to attend court.

(d) For the purpose of this subclause, the provisions of subclause 11.7(d), 11.7(e) and 11.7(f) will not apply.

(e) When changes have already been made in accordance with subclause 11.12(b) of this clause, and if an Employee is advised that they are no longer required to attend court, they may request the shift that was changed for court attendance be reverted to the original proposed shift. In this circumstance, shift allowances will only be paid for the shifts actually worked. Discretion for any change to the roster remains with the Employer. No other penalties will apply for the change of shifts.

(f) In the circumstance outlined in subclause 11.12(e), shift allowances will only be paid for the shifts actually worked. Discretion for any change to the roster remains with the Employer. No other penalties will apply for the change of shifts.

11.13 Christmas/New Year

(a) For the purposes of this subclause:

(i) 'Christmas day' means 0000 hours 25 December to 2359 hours 25 December; and

(ii) 'New Year's Eve' means 1800 hours 31 December to 1759 hours 1 January.

(b) Where Practicable, an Employee should be allowed one Christmas day and one New Year's Eve off duty in each three-year period.

11.14 Voluntary return to duty

(a) Other than a Commissioned Officer, where an Employee rostered off duty returns on a voluntary basis for additional duties at sporting or other Public Events, the Employee shall be paid at the hourly rate provided in subclause 10.12(c) unless the Employer recovers additional costs from the sporting or Public Event. In such instances, the other provisions of this Agreement are suspended and the provisions of clause 13 – Overtime of this Agreement shall not apply.

(b) In the event that cancellation of the sporting or other Public Event occurs within 12 hours of the contracted starting time for the sporting or other Public Event, an Employee not previously notified of the cancellation will be compensated by payment of two hours pay at the ordinary rate of pay.

11.15 Voluntary self-selection of shifts

(a) Notwithstanding the provisions of this clause, an Employee may voluntarily select to regularly work certain shifts and shift lengths on specified days. Such arrangements may only occur:

(i) if the Employee applies in writing for permission to work voluntarily selected shifts; and

(ii) if the Employer and the Union agree.

(b) Such arrangements may also apply to an Employee on leave without pay, including parental leave, who wishes to voluntarily make themselves available for duty on specific shifts at normal rates of pay.

(i) Such arrangements would be subject to the requirements detailed in subclauses 11.15(a)(i) and 11.15(a)(ii).

(ii) Such Employees shall be paid overtime if the hours worked total more than the agreed shift or 10 hours in a day, whichever is the lesser, or 40 hours in a week.

11.16 Commissioned Officer hours

(a) There shall be no set starting or finishing times for Commissioned Officers who shall work hours as demanded by their duties on any given day.

(b) The number and span of hours worked by a Commissioned Officer on any given day is determined by a combination of work demands and requirements of the position together with self-management and the needs of the Employer.

(c) The hours to be worked each week are determined by work demands. Hours may vary depending on work demands and as such a maximum number of hours is not prescribed. There is no expectation that a specific number of hours beyond 40 are required to be worked each week.

(d) Commissioned Officers are to self-manage and regulate the hours they work to ensure compliance with recognised health and safety requirements in the same terms as they manage the health and safety requirements of subordinate Employees.

11.17 Non-Commissioned Officers in receipt of an Officer in Charge salary

(a) Other than Operational Duties (defined in clause 6 – Definitions of this Agreement) on weekly leave days, the hours of duty for an Employee appointed as Country Officer in Charge or Metropolitan Officer in Charge or an Employee relieving or acting in such position shall include hours beyond 40 hours in a week for all duties performed.

(b) Other than Operational Duties (defined in clause 6 – Definitions of this Agreement) on weekly leave days, the hours of duty of an Employee appointed to an Officer in Charge position identified in Schedule H – OIC Salary Positions of this Agreement who is in receipt of the relevant OIC salary prescribed in clause 10 – Salaries of this Agreement, shall include all hours beyond 40 hours in a week for all duties performed.

11.18 Canine Handlers

(a) For the purposes of this clause, ‘canine handler’ means an Employee appointed to a position that requires them to undertake responsibility for the full care and welfare of a canine or canines at the Employee’s usual place of residence.

(b) In recognition for the responsibilities of caring for a canine or canines during off duty hours at their usual place of residence, a canine handler will be entitled to the following:

(i) Time off from rostered duty taken as either four hours per week or an eight-hour shift per fortnight, as determined by the Employer. No overtime is to be paid where a canine handler is required to work during the hours or shift approved as compensation.

(ii) Shifts will start and finish at the canine handler's usual place of residence for any rostered ordinary hours of duty or any other period of duty where operational tasks may be performed. This will not include rostered hours for attendance at training events or where the canine or canine handler are otherwise unable to be operationally deployed for the rostered shift (e.g., illness or injury).

11.19 On-road training and non-operational training, Recruits-in-Training and transitional officers

(a) For the purposes of this subclause:

(i) 'on-road training' means supervised deployment scheduled during and as part of Police Academy training to Districts/Divisions for operational policing duties; and

(ii) 'non-operational training' means administrative duties and functions, including Watch House placements but not training undertaken on the Police Academy site.

(iii) 'adequate supervision' has the same meaning and requirements applied to Probationary Constables and includes direct supervision by an Employee who has completed probation and/or been deemed competent to perform policing duties without the direct supervision of another.

(iv) 'transitional officer' means Employees undergoing accelerated training at the Police Academy.

(b) Recruits-in-Training and transitional officers undertaking initial training at the Police Academy may be rostered to work a combination of shifts on any weekly or fortnightly period for the purpose of conducting supervised on-road training and non-operational training and may be rostered the same shifts as the supervising Employee.

(c) The restriction on the payment of shift allowances contained in subclause 16.1 and the restriction on the payment of overtime contained in clause 13 – Overtime of this Agreement do not apply where Recruits-in-Training are undertaking on-road training or non-operational training as defined in subclause 11.19(a).

(d) Shift allowance and overtime shall not be paid where Recruits-in-Training are undertaking initial training at the Police Academy or initial training at other external training venues utilised by the Employer.

(e) Employees who are Recruits-in-Training or transitional officers shall work a shift in accordance with local rostering arrangements in operation at the locality at the time they are undertaking on-road training or non-operational training. Any hours in excess of the rostered shift shall be compensated at overtime rates.

(f) Employee safety remains a paramount consideration and prior to deployment Employees undertaking on-road training or non-operational training shall undertake and be deemed competent in Operational Safety and Tactics Training before fulfilling the requirements of the particular deployment.

(g) Employees are to be provided with adequate supervision for the duration of the shift.

12 PART-TIME

12.1 Hours

(a) A Part-Time Employee is employed to work an average of less than 40 hours per week either on a regular or irregular basis. The provisions of clause 11 – Hours of Duty of this Agreement shall apply on a pro rata basis.

(b) A Part-Time Employee's hours may be varied by the Employer with the consent of the Employee. Where this occurs, time worked in excess of their ordinary hours rostered, up to the ordinary rostered hours for that workplace, is not overtime but an extension of the contract hours for that day or week.

(c) Where an Employee does not consent to vary their hours, the additional hours worked are to be paid at overtime rates.

12.2 Overtime

(a) Where a Part-Time Employee does consent to vary their hours, all time worked in excess of eight hours in a day constitutes overtime unless shifts in excess of eight ordinary hours have been rostered, in which case all hours in excess of the ordinary hours rostered in a day constitutes overtime.

(b) Where a Part-Time Employee does not consent to vary their hours as provided in subclause 12.1(b), the additional hours worked are to be paid at overtime rates as per subclause 12.1(c). This clause does not apply where a Part-Time Employee has been rostered to work a New Year or Christmas shift in accordance with subclause 11.13.

(c) All time worked in excess of 40 hours in a week constitutes overtime.

(d) The provisions of subclauses 12.2(a) and 12.2(c) shall not apply in cases where other ordinary hours shift arrangements are worked pursuant to subclauses 11.5 and 11.6. In such cases, overtime shall be paid for periods in excess of the ordinary hours being worked on a shift.

12.3 Salary

(a) A Part-Time Employee shall be paid a proportion of the appropriate full-time salary contained in subclause 10.1 dependent on the number of hours worked. The salary shall be calculated in accordance with the following formula:

$$\frac{\text{Hours Worked Per Fortnight}}{80} \times \frac{\text{Full-Time Fortnightly Salary}}{1}$$

(b) A Part-Time Employee shall be entitled to all available salary increments on the same basis as a full time Employee, on a pro rata basis by calculating the hours worked by the Part-Time Employee each fortnight as a proportion of 80.

12.4 Shift allowance

A Part-Time Employee working ordinary hours shifts of other than eight hours shall be paid a proportion of the appropriate allowance contained in subclause 16.1.

12.5 Additional allowances

Where a Part-Time Employee is eligible for payment of an allowance under clause 17 – Additional Allowances and Subsidised Housing of this Agreement, such allowance shall be calculated on the proportion of total hours worked by the Part-Time Employee in that year to the total standard hours had the Part-Time Employee been employed on a full-time basis for the year.

12.6 Long service leave

Payment made for long service leave granted to an Employee who has been employed on a part-time basis or on both a full-time and part-time basis during a qualifying period shall be adjusted according to the hours worked by the Employee, subject to the following:

(a) If an Employee consistently worked on a part-time basis for a regular number of hours during the whole of the Employee's qualifying service, the Employee shall continue to be paid the salary determined on that basis during the long service leave.

(b) A Part-Time Employee shall have the same entitlement to long service leave as a full-time Employee. However, payment made during such periods of long service leave shall be adjusted according to the hours worked by the Part-Time Employee during that accrual period.

12.7 Annual leave

(a) Notwithstanding the provisions contained in clause 30 – Annual Leave of this Agreement, the salary payable to a Part-Time Employee during the period of leave shall be calculated, based on the fortnightly salary at the time the leave is taken, in accordance with the following formula:

$$\frac{\text{Hours Worked Per Fortnight}}{80} \times \frac{\text{Full-Time Fortnightly Salary}}{1}$$

(b) A loading of 18.75% proportioned according to the number of hours worked shall be paid to Employees in December in the calendar year in which the leave accrues, calculated on this Agreement's rate of pay with respect to a maximum of five weeks' Annual Leave. Provided that in no case shall the loading exceed a rate equivalent to 17.5% of five weeks' salary of a level 8.1 Employee as per Schedule 2 – General Division Salaries under the Public Sector CSA Agreement 2024 or its replacement as at 1 January in the calendar year in which the leave accrues.

In respect to Part-Time Employees, the loading is to be proportioned according to the average number of hours worked in that calendar year.

(c) Part-Time Employees are entitled to Annual Leave Travel Concessions on a pro rata basis according to the usual number of hours worked per week. Travelling time shall be calculated on a pro rata basis according to the number of hours worked.

12.8 Other provisions

Other provisions of this Agreement apply on a pro rata basis.

12.9 Accommodation of requests to work part time

The Employer shall, where Practicable, accommodate reasonable requests from Employees to work part-time hours or to vary part-time hours.

13 OVERTIME

13.1 An Employee may be required to work reasonable overtime and such Employee shall work overtime in accordance with such requirement.

13.2 Overtime for localities or stations other than those determined by the Employer in subclause 13.9 shall mean:

(a) all time worked in excess of 40 hours in a week on weekly leave days on Operational Duties as defined in clause 6 – Definitions of this Agreement;

(b) In the case of Officers in Charge (OIC) of positions detailed in Schedule H – OIC Salary Positions and receiving an OIC salary prescribed in clause 10 – Salaries of this Agreement, who shall have no fixed daily hours of duty.

(c) all time worked in excess of 40 hours in a week or eight hours on any day in any other case for a full-time Employee, except for those working ordinary hours of nine or 10 per shift or 80 hours over a fortnight as rostered and those working the arrangements provided in subclause 13.4, Recruits-in-Training except as provided for at subclause 11.19, and Officers in Charge of positions in Schedule H – OIC Salary Positions who receive an OIC salary as prescribed in clause 10 – Salaries of this Agreement; and

(d) all time worked in excess of 40 hours in a week or eight, nine or 10 hours on a day depending on the rostered shift in the case of a Part-Time Employee except for the arrangements provided in subclause 13.4.

13.3 Overtime shall be paid at the rate of time and one half for the first three hours and double time thereafter.

13.4 The provisions contained in subclauses 13.2(c) and 13.2(d), shall not apply where other ordinary hours shift arrangements are being worked in accordance with subclauses 11.5 and 11.6. In such cases, overtime shall be paid for periods in excess of the ordinary hours being worked on a shift.

13.5 An Employee required to return to work outside their rostered hours of duty shall be paid the following minimum payments at overtime rates:

(a) On either weekly leave days, three hours plus one hour travelling time.

(b) During any other off duty period, one hour plus one hour travelling time.

13.6 10-hour break

(a) In addition to the requirements of subclause 11.9, where authorised overtime prevents an Employee from having a 10-hour break between rostered shifts, the Employee shall be paid at overtime rates until released from duty.

(b) If an Employee is directed to commence or continue working their next rostered shift without the break provided in subclause 13.6(a), the Employee shall be paid at overtime rates until released from duty. In these circumstances no shift allowance will be payable.

(c) Once released from duty, an Employee shall be provided with 10 consecutive hours off duty without loss of pay, including shift allowance, for ordinary rostered duty occurring during such absence.

13.7 Meal break

(a) Subject to the provisions of this subclause:

(i) an Employee required to work a minimum of two hours overtime in conjunction with a rostered shift shall be allowed a meal break of 30 minutes at the completion of the first two hours overtime.

(ii) an Employee required to work a minimum of four hours overtime when recalled to work outside their rostered shift, but not continuous to a shift, shall be allowed a meal break of 30 minutes within five hours 30 minutes of the overtime commencing.

(iii) in each instance, the Employee shall be entitled to further meal breaks of 30 minutes after each further five hours of overtime from the previous meal break.

(b) An Employee having a meal break in accordance with subclause 13.7(a) may be required to remain under the direction of the Officer in Charge during such meal break and, if so required, the time shall be considered as time worked.

(c) Where an Employee has not been notified the previous day or earlier of a requirement to work overtime, the Employer shall provide the Employee with a meal for each meal break the Employee is entitled to pursuant to subclause 13.7(a).

(d) Where the Employer fails to provide a meal and the Employee certifies that they purchased a meal, the appropriate meal allowance in the following table shall be paid to the Employee in lieu of each such meal:

With Effect From:		13 November 2015
0600 hrs or later but before 1100 hrs	Breakfast	$10.80 per meal
1100 hrs or later but before 1600 hrs	Lunch	$13.30 per meal
1600 hrs or later but before 2200 hrs	Evening	$15.95 per meal
2200 hrs or later but before 0600 hrs	Supper	$10.80 per meal

(e) Provided that where any meal break prescribed by subclause 13.7(a) is unable to be taken by the Employee due to operational requirements and the Employee foregoes such meal break in accordance with subclause 13.7(b), a meal shall be

provided by the Employer at the completion of the overtime or, where no meal is supplied by the Employer and the Employee certifies that a meal was purchased, the Employee shall be paid the appropriate meal allowance as provided in the table at subclause 13.7(d) in lieu of such meal.

(f) When an Employee has been notified the previous day or earlier of a requirement to work overtime and such Employee supplies themselves with a meal which is not partaken due to either:

(i) the overtime being cancelled on that day, or

(ii) the overtime being continuous to such an extent that the Employee cannot partake of the meal, such Employee shall be paid the appropriate meal allowance as provided in the table at subclause 13.7(d).

(g) An Employee shall not be entitled to a meal allowance under the terms of subclause 13.7 if already in receipt of a meal allowance for the prescribed meal break under clause 27 – Travelling Allowance or clause 25 – Relieving Allowance of this Agreement.

13.8 Calculating overtime

(a) The following formulae shall be used in calculating the hourly rate for overtime:

(i) Time and one half

$$\frac{\text{Fortnightly Salary}}{80} \times \frac{3}{2}$$

(ii) Double time

$$\frac{\text{Fortnightly Salary}}{80} \times \frac{2}{1}$$

(iii) The fortnightly rate in subclauses 13.8(a)(i) and 13.8(a)0 shall be the salary prescribed in subclause 10.1.

(b) In calculating payment for overtime, the following arrangements shall apply:

(i) No payment to be made for work performed under 15 minutes.

(ii) Payment for 30 minutes shall be made for authorised overtime of between 15 and 30 minutes.

(iii) The same procedure as contained in subclauses 13.8(b)(i) and 13.8(b)(ii) shall apply for each 30 minutes after the first.

13.9 Additional shift (44-hour week arrangement)

Notwithstanding any other provisions contained in this Agreement, the Employer may determine localities or stations where an ongoing regular additional shift of eight hours each fortnight or an additional four hours per week shall be worked on a regular basis in accordance with the following arrangements:

(a) The additional eight-hour shift shall be rostered in advance and clearly shown on the roster.

(b) The additional shift to be paid for actually worked is separate from any other overtime provided in this clause. The shift shall be paid at the rate of 13 times the base hourly rate prescribed in subclause 10.13(c).

(c) An Officer in Charge (OIC) in a position detailed in Schedule H – OIC Salary Positions and receiving an OIC salary prescribed in clause 10 – Salaries of this Agreement, who has no fixed daily hours not required to work a full additional eight-hour shift shall be paid for working an additional four hours each week.

(d) Payment for the additional shift shall not apply:

(i) for any period of paid or unpaid leave; or

(ii) for any period when an Employee is attending an in-service course; or

(iii) when the additional hours are not actually worked.

(e) An ongoing regular additional shift under subclause 13.9 may be implemented at Rottnest and outside the Metropolitan Area for a minimum of eight weeks to cover seasonal fluctuations in policing activities.

(f) Prior to the commencement of the period when an additional shift is to be implemented as referred to in subclause 13.9(e), an Employee may voluntarily opt out of participating in the regular additional shift for the entire period.

13.10 The provisions of clause 13 – Overtime of this Agreement shall not apply to an Employee who returns on a voluntary basis for additional duty at sporting or Public Events, as prescribed in subclause 11.14.

13.11 Other than subclause 13.9, the provisions of clause 13 – Overtime of this Agreement do not apply to Commissioned Officers.

13.12 Time off in lieu of overtime

(a) An Employee who performs authorised overtime may elect to be paid for such overtime or alternatively be allowed time off in lieu thereof.

(b) Where the Employee's election is for time off in lieu of overtime such time off in lieu is to be taken at a time which is mutually agreed by the Employee and a duly authorised officer.

(c) As soon as Practicable, after the completion of each period of authorised overtime the Employee shall submit a claim in a form directed by the Employer in which they shall elect to be either paid for the overtime duty or given time off in lieu thereof.

(d) The Employee is required to clear accumulated time off in lieu within two months of the overtime being performed. Provided that by agreement between the Employee and a duly authorised officer, time off in lieu of payment for overtime may be accumulated beyond two months from the time the overtime is performed so as to be taken in conjunction with periods of approved leave.

(e) If the Employee is not released to clear leave within two months of the overtime being performed and no further agreement prescribed in subclause 13.12(d) is reached, the Employee shall be paid for the overtime worked.

(f) Time off in lieu shall be calculated at overtime rates as set out in subclause 13.8(b) and the arrangements contained in subclause 13.8 shall apply.

14 OFFICER CONTACT

14.1 Employees are able to utilise their work mobile phone for acceptable personal use.

14.2 Employees are not obligated to take their work mobile phone home.

14.3 Employees who choose to take their work mobile phone home can disable work related applications, as per the 'do not disturb' function.

14.4 Employees who do not access work related information whilst off duty will not be disadvantaged.

14.5 Employees who believe they have been unnecessarily contacted whilst off duty; or who believe they have been disadvantaged as a result of not accessing work related information or responding to out of hours contact can refer the matter in accordance with clause 8 – Dispute Settlement Procedures of this Agreement.

PART V – ALLOWANCES

15 ON CALL – CLOSE CALL – STANDBY ALLOWANCES

15.1 For the purposes of this clause:

(a) 'on call' means a situation in which an Employee is rostered, or directed by a duly authorised officer, to be available to respond forthwith for duty outside of the Employee's ordinary working hours or shift. An Employee placed on call shall remain contactable by telephone or paging system for all of such time unless working in response to a call or with the consent of their appropriate senior officer.

(b) 'close call' means a situation in which an Employee is rostered, or directed by a duly authorised officer, that they are or may be required to attend for extra duty sometime before their next normal time of commencing duty and that the Employee is to remain at their residence and be required to be available for immediate recall to duty.

(c) 'standby' means a situation in which an Employee is rostered or directed by a duly authorised officer to remain in attendance at their place of employment at that time, overnight and/or over a non-working day, and may be required to perform certain tasks periodically or on an ad hoc basis. Such Employee shall be provided with appropriate facilities for sleeping if attendance is overnight, and other personal needs, where Practicable.

15.2 An Employee who is authorised by the Employer or a duly authorised officer to hold themselves available under any of the conditions contained in subclause 15.1, shall be paid the appropriate allowance in accordance with the following scale:

Effective date:	1 July 2024	1 July 2025	1 July 2026
On Call	$8.60	$8.94	$9.28
Close Call	$12.85	$13.37	$13.87
Standby	$17.06	$17.75	$18.41

15.3 Payment in accordance with subclause 15.2 shall not be made in respect to any period for which payment is otherwise made in accordance with the provisions of clause 13 – Overtime of this Agreement when the Employee is recalled to work.

15.4 An Employee, whilst in a restricted situation specified in subclause 15.1, shall receive a minimum payment of four hours regardless of the actual specified period.

15.5 For the purposes of overtime, an Employee rostered according to subclause 15.1 shall be deemed to have commenced duty at time of notification of recall.

16 SHIFT ALLOWANCE

16.1 Other than Commissioned Officers except as provided for at subclause 16.4 and subclause 13.9, Recruits-in-Training except as provided for at subclause 11.19 and those working in excess of ordinary rostered hours in any week on a voluntary basis at sporting and other Public Events as provided in subclause 11.14, Employees shall be paid the following shift allowance for each ordinary eight-hour shift in accordance with the shift type as rostered and worked.

Effective date:	1 July 2024	1 July 2025	1 July 2026
Saturday and Sunday Day Shift	$68.68	$71.43	$74.11
Afternoon Shift	$78.17	$81.30	$84.35
Evening Shift	$93.72	$97.47	$101.13
Night Shift	$117.28	$121.98	$126.56

16.2 Employees who work shifts of other than eight hours duration under the provisions of clause 11 – Hours of Duty or clause 12 – Part-Time of this Agreement shall, where appropriate, be paid the shift allowance prescribed in subclause 16.1 on a pro rata basis.

16.3 Pro rata arrangements for 12-, 10- and nine-hour shifts

(a) Where an eight-hour block of a 12-hour shift is worked within the night shift span of hours (2000 hrs to 0530 hrs), a night shift allowance will be paid in conjunction with a 50% entitlement to the evening shift allowance. For example, an Employee commencing a 12-hour shift at 1900 hrs will be entitled to four hours at the evening shift allowance and eight hours at the night shift allowance.

(b) For all other 12-hour shifts, the shift allowance to apply is based on commencement time for the first eight hours and the following shift type for the remaining four hours (e.g., an Employee commencing a shift at 0700 hrs will be considered to have worked a Day Shift (no shift allowance unless weekend) and will be paid 50% of the Afternoon Shift Allowance).

(c) For a 10-hour evening shift, shift allowances will be applied as follows, depending on the start time:

1700 hrs to 1730 hrs start time: shift allowance payable = 1.25 evening shift allowance.

1800 hrs to 1930 hrs start time: shift allowance payable = 0.25 evening shift allowance + 1.00 night shift allowance.

(d) For a nine-hour evening shift, shift allowances will be applied as follows, depending on the start time:

1700 hrs to 1730 hrs start time: shift allowance payable = 1.125 evening shift allowance.

1800 hrs to 1930 hrs start time: shift allowance payable = 0.125 evening shift allowance + 1.00 night shift allowance.

(e) For all other applicable nine or 10-hour shifts, the shift allowance is based on commencement time and is paid pro rata. For example, a 10-hour shift will incur 1.25 of the applicable shift allowance and a nine-hour shift will incur 1.125 of the applicable shift allowance.

16.4 Where there is a specific requirement for Commissioned Officers to be rostered to work an ordinary afternoon, evening, night or Saturday and Sunday day shift they will be paid the applicable shift allowance as prescribed in subclause 16.1.

16.5 Shift allowances provided under subclause 16.1 shall be paid on a pro rata basis according to the number of hours in the shift.

17 ADDITIONAL ALLOWANCES AND SUBSIDISED HOUSING

17.1 Officer in Charge, mounted or playing members, police pipe band allowance

(a) Subject to the provisions of clause 22 – Higher Duties Allowance of this Agreement, an allowance shall be paid as prescribed at subclause 17.1(b) to an Employee occupying the position or performing any of the duties of the Officer in Charge, mounted or playing members, police pipe band.

(b)

Effective Date:	1 July 2024	1 July 2025	1 July 2026
Playing Members, Police Pipe Band	$620	$644	$668

(c) Where an Employee in receipt of an allowance for occupying a position contained in subclause 17.1(a) is temporarily transferred or seconded to a position in respect of which no allowance is payable, payment of the allowance prescribed by subclause 17.1(b) and 17.1(e) shall cease after the expiration of a period of eight weeks from the date of commencement of the temporary transfer or secondment.

(d) An Employee appointed, seconded or attached to any of the squads, branches or occupying those positions designated in subclause 17.1(a) shall be paid the appropriate allowance on a pro rata basis provided the Employee performs the duties for a period of 40 consecutive working hours or more.

(e) The Officer in Charge, mounted shall be paid an allowance of $968 per annum.

(f) Provided that the provisions of subclause 17.1(e) shall not apply to any Employee who commenced in this position on or after registration of this Agreement.

17.2 Investigative skills allowance

(a) Subject to the provisions of clause 22 – Higher Duties Allowance of this Agreement:

(i) Detectives;

(ii) Probationary Detectives;

(iii) members attached to the Internal Affairs Unit;

(iv) members of the Gold Stealing Detection Unit who are not Detectives;

(v) Surveillance Operatives attached to the Surveillance Unit; or

(vi) members of the Security Operations Division;

and Employees occupying these positions or performing any of these duties shall be paid an investigative skills allowance as prescribed in subclause 17.2(b).

(b)

Effective Date:	1 July 2024	1 July 2025	1 July 2026
	$3096	$3220	$3341

(c) The investigative skills allowance will be paid as a part of the Employee's income.

(d) The provisions of subclauses 17.1(c) and 17.1(d) will be applicable, with appropriate modification, to the investigative skills allowance.

17.3 Metropolitan and country lodging allowance

(a) Where an Employee stationed in the Metropolitan Area is not provided with quarters, such Employee shall:

(i) if a Commissioned Officer, be paid $155 per annum in lieu of quarters; or

(ii) if any other Employee, be paid $145 per annum in lieu of quarters.

(iii) provided that the provisions of subclause 17.3(a) shall not apply to any Employee who commenced employment on or after March 1st, 1988.

(b) An Employee stationed outside the Metropolitan Area and not provided with quarters shall be paid $600 per annum in lieu of quarters.

17.4 Locality allowance

The Employer may determine a special locality allowance for townships south of the 26th parallel on the basis of remote complexities at the respective township. The quantum and towns are to be determined from time to time by the Employer in consultation with the Union.

17.5 Civilian clothing allowance

An Employee who is detailed to carry out duties in civilian clothes for a period of five consecutive working days or more in any one calendar year shall be paid a civilian clothing allowance at the rate of $1,299 per annum. Following the approval of the Employer, the allowance shall be paid as an annual lump sum payment in advance.

17.6 Pregnancy clothing allowance

An Employee who is no longer able to wear her uniform comfortably due to pregnancy shall be paid a pregnancy clothing allowance of $1,299 per annum on a pro rata basis from the time at which the Employee's uniform no longer fits comfortably until the time at which the Employee proceeds on parental leave. Following the approval of the Employer, the allowance shall be paid as an annual lump sum payment in advance.

17.7 Boot allowance

(a) Each Employee (other than an Employee appointed on or after January 10, 1995) shall be paid a boot allowance of $153 per annum.

(b) An Employee appointed before 10 January 1995 may voluntarily elect to be provided with boots by the Employer in lieu of the allowance prescribed in subclause 17.7(a).

17.8 Forensic qualifications allowance

(a) Subject to the Employer's approval, an Employee who has:

(i) as a mandatory requirement of the position, successfully completed a qualification at diploma level or above or an equivalent in a relevant forensic discipline, as approved by the Employer; and

(ii) prepared or delivered expert evidence used by the courts; and

(iii) has completed four years continuous experience in the forensic field;

will receive payment of 10% of the base salary rate of the Employee's substantive rank.

(b) An Employee must be working in the field in which the Employer has assessed them to be eligible to receive payment of this allowance.

(c) Sole discretion regarding determination and assessment for eligibility of forensic qualifications allowance remains with the Employer.

17.9 Seagoing allowance

(a) An Employee will be paid a seagoing allowance when assigned to an extended patrol and required to reside on a vessel overnight, details of which shall be recorded in the vessel's log. An 'extended patrol' means a seagoing patrol that includes an overnight stay away from the Employee's usual place of residence.

(b) The provisions of clause 11 – Hours of Duty, clause 13 – Overtime, clause 15 – On Call – Close Call – Standby Allowance, clause 16 – Shift Allowance, clause 23 – Camping Allowance and clause 27 – Travelling Allowance of this Agreement do not apply to Employees in receipt of the seagoing allowance unless otherwise specified in this subclause. The seagoing allowance also compensates for any hard living endured.

(c) The seagoing allowance shall be paid on the following basis:

(i) An Employee who is required to perform seagoing duties and resides on the vessel overnight will receive a daily seagoing allowance of:

Effective Date:	1 July 2024	1 July 2025	1 July 2026
	$170.55	$177.37	$184.03

(ii) Employees performing duties on a vessel for which the Employer provides victuals will be paid a daily incidental allowance in accordance with Item F2 of Schedule F – Travelling/Transfer Allowances in addition to the seagoing allowance paid pursuant to subclause 17.9(c)(i).

(iii) Employees performing duties on a vessel for which the Employer does not provide victuals, will be paid an incidental and victualling allowance in the below table. This allowance is in addition to the seagoing allowance paid pursuant to subclause 17.9(c)(i).

Effective Date:	1 July 2024	1 July 2025	1 July 2026
	$55.42	$57.64	$59.80

(iv) Whilst on board a vessel, Employees are required to be available to work on a 24-hour round-the-clock basis.

(v) When hours in excess of an average of nine hours per day are worked during an extended patrol and those excess hours are worked other than on normal patrol duties, where authorised by the Officer in Charge overtime shall be paid in accordance with subclause 13.3 or time off in lieu claimed in accordance with subclause 13.12 or those excess hours worked.

(vi) With consideration given to the rostering arrangements prior to the commencement of an extended patrol, whilst on an extended patrol, Employees will accrue two weekly leave days for each Monday to Sunday seven-day period. Weekly leave days accrued on a patrol are to be taken at the completion of the patrol. If the patrol operations coordinator, in consultation with the master of the vessel, deems it necessary for the crew to have a rest day whilst on a patrol and the Employee agrees, this taken rest day is deducted from the weekly leave days to be taken at the completion of the patrol.

(vii) To calculate reimbursement under subclauses 17.9(c)(i), 17.9(c)(ii) and 17.9(c)(iii) for a part of a day, the formulae at subclause 27.2 shall apply.

17.10 Internal affairs investigator allowance

Investigators attached to the Internal Affairs Unit will be paid an allowance of 10% of the base salary rate of the Employee's substantive rank.

17.11 Tactical Response Group allowance

Employees attached to the Tactical Response Group will be paid an allowance of 10% of the base salary rate of the Employee's substantive rank.

17.12 Country deployment allowance

Employees temporarily relieving or deployed to undertake operational duties within Regional WA, who are required to reside away from their usual place of residence, will be paid an allowance of $20 per day, up to a maximum of $100 per week in any seven-day roster period (Monday to Sunday).

17.13 Covert allowance

(a) The following covert allowances are payable to Operatives, Controllers, Officers in Charge (OIC), Supervisors and Inspectors working in the Undercover Police Unit (UPU), Surveillance Unit (SU), Police Technical Unit (PTU) and Witness Protection Unit (WPU).

Covert Allowance	**Positions/Units Eligible for the Covert Allowance**
40%	Surveillance Unit
55%	Witness Protection Unit
45%	Police Technical Unit

55%	Undercover Police Unit
10%	Inspectors (All Units)

(b) The covert allowance will be calculated on an Employee's base salary (including any increments) and will apply in lieu of:

(i) any payments for shift work, weekend and public holiday work, recall to duty, subject to subclause 17.13(b)(ii) and on call; provided that Employees attached to the WPU when placed on close call or standby shall only be paid the difference between the prescribed on-call rate and close-call/standby rate when on close call/standby (on the basis the percentage set has been established using on call for all calculations); and

(ii) overtime worked in excess of 40 hours each week for up to an average of 10 additional hours per week over an eight-week settlement period. If the actual hours worked are in excess of the 10 additional hours per week per settlement period, that is 80 hours, the excess hours incurred in that period will be paid in accordance with overtime provisions of this Agreement.

(iii) The overtime provided for in subclause 17.13(b)(ii) will be utilised for operational/tactical tasking and/or training relevant to each of the covert units' specific activities. The overtime provided for in subclause 17.13(b)(ii) will not be used for routine daily tasks or administrative duties.

(c) The covert allowance is also paid in recognition of the increased flexibility that is required of Employees attached to covert units in work patterns and working hours. Working hours may fluctuate and rosters will be determined in accordance with operational need, whilst ensuring at all times that due regard is given to health and safety principles. The covert allowance is also in recognition of the unique operational and other circumstances affecting Employees attached to covert units provided for in this Agreement. Accordingly, the specific provisions of clause 11 – Hours of Duty of this Agreement as provided in subclause 17.13(c)(i) to 17.13(c)(v) below, and clause 13 – Overtime of this Agreement as provided in subclause 17.13(c)(vi) may be varied when operationally required for Employees receiving the covert allowance:

(i) subclause 11.7(d) in regard to the requirement to roster weekly leave together where Practicable;

(ii) subclause 11.4(b) in regard to shift type variations and alternating shifts on a daily basis;

(iii) subclauses 11.4(c), 11.5(g), 11.6(f) and 11.7(f) in regard to altering shift types after posting of roster;

(iv) subclause 11.9 in regard to the 10-hour break between shifts, but any reduction in shift breaks shall be managed in accordance with health and safety principles;

(v) subclause 11.11 in regard to four rostered weekends in 12 off duty over each 12 week period; and

(vi) subclause 13.12 with TOIL not being available until 80 hours above the overtime provided for in subclause 17.13(b)(ii) in each eight-week settlement period is exceeded.

(d) Annual leave

(i) The covert allowance will be paid on annual leave accrued during the calendar year, but only for the period that an Employee is attached to a covert unit which attracts the covert allowance.

(ii) All annual leave which is accrued in that calendar year, or any previous calendar year prior, when the Employee was not attached a covert unit will not attract the covert allowance payment when annual leave is taken.

(iii) The clearance of annual leave will be effectively managed to ensure that all annual leave accrued during the period of attachment to a covert unit is cleared prior to transfer. Where operational requirements do not permit the clearing of annual leave during the period of attachment to the covert unit, the Employer may authorise an Employee to clear the annual leave prior to transfer. In these instances, the covert allowance will continue to be paid and the Employee will remain attached to their covert unit until all accrued annual leave that attracts the covert allowance has been cleared.

(iv) At the completion of an Employee's period of attachment to a covert unit and prior to transferring to mainstream policing, the OIC may exercise discretion to make a payment of the covert allowance percentage only that is calculated on the amount of annual leave that has been accrued but not cleared while attached to such a covert unit. This discretion will only be exercised where it is necessary to protect the anonymity of the Employee and in not doing so would place the Employee at a disadvantage in respect of their transfer to mainstream policing. This payment will not be made without receiving the Employee's written agreement.

(e) Long service leave

(i) Long service leave is accrued in accordance with the provisions of clause 33 – Long Service Leave of this Agreement. The maximum amount of long service leave that can be accessed by an Employee whilst at a covert unit is 520 hours; and

(ii) The Employer may consider approving more than 520 hours of long service leave, if the Employee can demonstrate that prior approval for deferral had been given and there are exceptional circumstances as to why the leave should be approved; and

(iii) An Employee must utilise all existing accrued and pro rata annual leave entitlements prior to commencing on long service leave; and

(iv) No covert allowance will be paid on any portion of long service leave that is cashed out by the Employee.

(f) Interaction with other leave entitlements

(i) The covert allowance will be payable during periods of paid sick leave taken during the period of attachment to the covert unit, up to a maximum of three months in each calendar year.

(ii) The covert allowance will be payable during periods of paid carer's leave of up to 80 hours per calendar year.

(iii) The covert allowance will be payable on all remaining leave types, except for clause 35 – Parental Leave, clause 46 – Purchased Leave - 42/52

Leave Arrangement and clause 55 – Leave for Training with Defence Force Reserves in accordance with this Agreement.

(g) The covert allowance will cease to be paid when an Employee is no longer attached to a covert unit or working in a position eligible to receive the covert allowance.

17.14 Subsidised housing

The Employer may offer subsidised housing on the basis of regional and policing complexities and the associated difficulty with filling positions at the respective township. The level of subsidy and the townships are to be determined from time to time by the Employer in consultation with the Union. As from the first pay period after the coming into effect of this Agreement, fully subsidised housing will be provided to Employees stationed at the towns listed in Schedule G – Subsidised Housing.

17.15 Country Officer in Charge subsidised housing

(a) Employees appointed as a Country Officer in Charge shall be provided with accommodation by the Employer.

(b) Employees who are directed by the Employer to relieve as a Country Officer in Charge shall be provided with accommodation in the manner prescribed in subclause 17.15(a) for the period during which they are directed to relieve.

18 PRO RATA ALLOWANCES

18.1 Wherever in this Agreement an allowance is expressed as an annual rate, pro rata payment only shall be allowed if an Employee does not qualify for a complete year.

18.2 For the purpose of ascertaining a fortnightly or daily rate of an annual allowance the formula prescribed in subclause 10.13 shall apply.

18.3 Daily rates of allowance computed in accordance with the foregoing formula shall be payable in respect of days of ordinary duty only.

19 DISTRICT ALLOWANCE

19.1 The provisions of the *District Allowance (Government Officers) General Agreement 2010* or any subsequent replacement agreement shall form part of this Agreement for the purposes of payment and administration of district allowance.

20 MOTOR VEHICLE ALLOWANCE

20.1 An Employee who is required to use their motor vehicle or motorcycle for the performance of police duties shall be paid an allowance at the appropriate rate prescribed in Schedule D – Motor Vehicle Allowance. In addition, they shall be paid an allowance of $10 per month for each calendar month they are so required.

20.2 In lieu of utilising the mode of transport that would have been provided by the Employer, an Employee may request to their Officer in Charge to use their personal motor vehicle or motorcycle when travelling and the Officer in Charge may approve such request. Such request and approval shall be in writing. In these circumstances, the Employee shall be paid an allowance at the appropriate rate prescribed in Schedule D – Motor Vehicle

Allowance provided that reimbursement is not to exceed the cost of the fare for the mode of transport that would have been provided by the Employer.

20.3 The provisions of subclause 20.2 do not apply to Employees travelling within the Metropolitan Area.

21 PROPERTY ALLOWANCE

21.1 For the purposes of this clause:

(a) 'agent' means a person carrying on business as an estate agent in a State or Territory of the Commonwealth being, in a case where the law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under that law.

(b) 'dependant relative' in relation to an Employee means a relative or other person who is solely dependent on the Employee for support.

(c) 'expenses' in relation to an Employee means all costs incurred by the Employee in the following areas:

(i) Legal fees paid to a solicitor, or in lieu thereof fees charged by a settlement agent, for professional costs incurred in respect of the sale or purchase of a residence. The maximum fee to be claimed shall be as set out in the non-contentious business cost determination made under section 133(1)(a) of the *Legal Profession Uniform Law Application Act 2022* (WA).

(ii) Disbursement duly paid to a solicitor or a settlement agent necessarily incurred in respect of the sale or purchase of the residence.

(iii) Real estate agent's commission to a maximum of 50% of the following amounts and a maximum of 50% of any goods and services tax paid on the real estate agent's commission fee:

Contract Sale Price	**Real Estate Agent's Commission**
Up to $50,000	4.75%
Over $50,000 to $100,000	$2,375 plus 3% on the amount over $50,000
Over $100,000 to $150,000	$3,875 plus 2.5% on the amount over $100,000
Over $150,000 to $250,000	$5,125 plus 2.25% on the amount over $150,000
Over $250,000	$7,375 plus 2% on the amount above $250,000

(iv) Stamp duty (transfer duty).

(v) Fees paid to the Registrar of Titles or to the officer performing duties of a like nature and for the same purpose in another State of the Commonwealth.

(vi) Expenses relating to the execution or discharge of a first mortgage.

(vii) The amount of expenses reasonably incurred by the Employee in advertising the residence for sale.

(d) 'locality' in relation to an Employee means:

(i) Within the Metropolitan Area and;

(ii) Outside the Metropolitan Area, that area within a 50-kilometre radius from an Employee's Headquarters when they are situated outside of the Metropolitan Area.

(e) 'property' means a residence as defined in this clause, including a block of land purchased for the purpose of erecting a residence thereon to the extent that it represents a normal urban block of land for the particular locality.

(f) 'residence' means any accommodation of a kind commonly known as a flat or a home unit that is, or is intended to be, a separate tenement including dwelling/house, and the surrounding land, exclusive of any other commercial property, as would represent a normal urban block of land for the particular locality.

(g) 'settlement agent' means a person carrying on business as settlement agent in a State or Territory of the Commonwealth being in a case where the law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under that law.

21.2 When an Employee is transferred from one locality to another in the Public Interest or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the Employee has no control, such Employee shall be entitled to be paid a property allowance for reimbursement of expenses incurred by the Employee:

(a) in the sale of a residence in the Employee's former locality which, at the date on which the Employee received notice of transfer to a new locality:

(i) the Employee owned and occupied; or

(ii) the Employee was purchasing under a contract of sale providing for vacant possession; or

(iii) the Employee was constructing for their own permanent occupation, on completion of construction; and

(b) in the purchase of a residence or land for the purpose of erecting a residence thereon for the Employee's own permanent occupation in the new locality.

21.3 An Employee shall be reimbursed such following expenses as are incurred in relation to the sale of a residence.

(a) If the Employee engaged an agent to sell the residence on their behalf – 50% of the amount of the commission paid to the agent in respect of the sale of the residence.

(b) If a solicitor was engaged to act for the Employee in connection with the sale of the residence – the amount of the professional costs and disbursements necessarily incurred and paid to the solicitor in respect of the sale of the residence.

(c) If the land on which the residence is created was subject to a first mortgage and that mortgage was discharged on the sale, if in a case where a solicitor acted for the mortgagee in respect of the discharge of the mortgage and the Employee is required to pay the amount of the professional costs and disbursements necessarily incurred by the mortgagee in respect of the discharge of the mortgage – the amount so paid by the Employee.

(d) If the Employee did not engage an agent to sell the residence on their behalf – the amount of the expenses reasonably incurred by the Employee in advertising the residence for sale.

21.4 An Employee shall be reimbursed such following expenses as are incurred in relation to the purchase of a residence:

(a) If a solicitor or settlement agent was engaged to act for the Employee in connection with the purchase of the residence – the amount of the professional costs and disbursements necessarily incurred and paid to the solicitor or settlement agent.

(b) If the Employee mortgaged the land on which the residence was erected in conjunction with the purchase of the residence, if in a case where a solicitor acted for the mortgagee and the Employee is required to pay and has paid the amount of the professional costs and disbursements (including valuation fees but not a procuration fee payable in connection with the mortgage) necessarily incurred by the mortgagee in respect of the mortgage – the amount so paid by the Employee.

(c) If the Employee did not engage a solicitor or settlement agent to act for the Employee in connection with the purchase or such a mortgage – the amount of the expenses reasonably incurred by the Employee in connection with the purchase or the mortgage, as the case may be, other than a procuration fee paid by the Employee in connection with the mortgage.

21.5 An Employee is not entitled to be paid a property allowance under subclause 21.2(b) unless the Employee is entitled to be paid a property allowance under subclause 21.2(a), provided that:

(a) The Employer may approve the payment of a property allowance under subclause 21.2(b) to an Employee who is not entitled to be paid a property allowance under subclause 21.2(a) if the Employer is satisfied that it was necessary for the Employee to purchase a residence or land for the purpose of erecting a residence thereon in their new locality because of the transfer from the former locality.

(b) The Employer may approve the payment of a property allowance in relation to the sale of a residence which the Employee owned but did not occupy at the date on which the Employee received notice of transfer, if the Employer is satisfied that it was necessary for the Employee to purchase a residence or land for the purpose of erecting a residence thereon in their new locality because of the transfer from the former locality.

21.6 For the purposes of this clause, it is immaterial that the ownership, sale or purchase is carried out on behalf of an Employee who owns solely, jointly or in common with:

(a) the Employee's Partner; or

(b) a dependant relative; or

(c) the Employee's Partner and a dependant relative.

21.7 Where an Employee sells or purchases a residence jointly or in common with another person not being a person referred to in subclause 21.6, the Employee shall only be reimbursed the proportion of the expenses for which the Employee is responsible.

21.8 Where more than one Employee jointly sells or purchases a residence, each Employee shall only be reimbursed the proportion of the expenses for which the Employee is responsible.

21.9 An application by an Employee for a property allowance shall be accompanied by evidence satisfactory to the Employer of payment by the Employee of the Expenses.

21.10 Notwithstanding the foregoing provisions, an Employee is not entitled to the payment of a property allowance:

(a) In respect of a sale or purchase prescribed in subclause 21.2 which takes effect:

(i) more than 12 months after the date on which the Employee took up duty in the new locality; or

(ii) after the date on which the Employee received notification of being transferred back to the former locality;

provided that the Employer may, in exceptional circumstances, grant an extension of time for such period as is deemed reasonable.

(b) Where the Employee is transferred from one locality to another solely at the Employee's own request or on account of misconduct.

22 HIGHER DUTIES ALLOWANCE

22.1 Where an Employee is directed by the Employer to act in a position which has a minimum rate of pay higher than the ordinary rate of pay of their own substantive position and who performs the full duties and accepts the full responsibility of the higher position for a continuous period of one full shift or more, such Employee shall, subject to the provisions of this clause, be paid an allowance equal to the difference between the Employee's own salary and the salary they would receive if they were permanently appointed to the position in which they are directed to act.

22.2 Where an Employee acts in a Commissioned Officer position in which the higher salary rate includes allowance for duties performed beyond 40 per week and for work performed on public holidays and weekends and the overtime and on-call allowance provisions has no application, such Employee shall be paid the allowance on a full seven day week basis and overtime and on-call allowance is not payable for any hours worked in that week.

22.3 Where an Employee is directed by the Employer to perform the duties of a higher classification which has a minimum rate of pay higher than the ordinary rate of pay of their own substantive position and performs the full duties and accepts the full responsibility of the higher classification for a continuous period of 40 or more consecutive working hours, such Employee shall, subject to the provisions of this clause, be paid a temporary special allowance equal to the difference between the Employee's own salary and the salary they would receive if they were permanently appointed to the classification in which they are directed to perform.

22.4 Where an Employee who has qualified for payment of a higher duties allowance under subclause 22.1 or a temporary special allowance under subclause 22.3, is required to act in another position or other positions which have a minimum rate of pay higher than the ordinary rate of pay of the Employee's own substantive position and they perform the full duties and accepts the full responsibility of the higher position for periods less than

40 consecutive working hours without any break in acting service, such Employee shall be paid a higher duties allowance for such periods provided that payment shall be made at the highest rate the Employee has been paid during the term of continuous acting or at the rate applicable to the position in which they are currently acting, whichever is the lesser.

22.5 Where an Employee who is in receipt of an allowance granted under this clause and has been so for a continuous period of 12 months or more proceeds on a period of approved leave of absence of not more than 240 hours, such Employee shall continue to receive the allowance for the period of leave. This subclause shall also apply to an Employee who has been in receipt of an allowance for less than 12 months provided that, during their absence, no other Employee acts in the position in which they were acting immediately prior to proceeding on leave and they resume in the position immediately on return from leave.

22.6 Where an Employee who is in receipt of an allowance granted under this clause proceeds on a period of approved leave of absence of more than 240 hours, such Employee shall not be entitled to receive payment of such allowance for the whole or any part of the period of such leave.

23 CAMPING ALLOWANCE

23.1 An Employee who is stationed in a Camp of a Permanent Nature shall be paid the appropriate allowance for each day spent camping as prescribed by Item A1 or A2 of Schedule A – Camping Allowances.

23.2 An Employee who is stationed in a Camp other than a Camp of a Permanent Nature or who is required to camp out shall be paid the appropriate allowance for each day spent camping as prescribed by Item A3 or A4 of Schedule A – Camping Allowances.

23.3 Camping or sleeping inside the vehicle

(a) To contain the additional travelling costs and/or to avoid lost working time associated with returning to a location where accommodation is available or to ensure the security and safety of a vehicle/firearms/radio or other equipment, where an Employee camps beside or sleeps inside the vehicle;

(i) on an isolated outback patrol; or

(ii) on heavy haulage patrolling duty from South Hedland to Carnarvon, Perth to Carnarvon and north to the Northern Territory border; or

(iii) when escorting trucks conveying heavy machinery or equipment; or

(iv) on Specialist Support Services country patrols in a mobile workshop; or

(v) on country patrols in a road safety van;

such Employee shall be paid the appropriate allowance prescribed by Item A5 of Schedule A – Camping Allowances for each day spent camping.

(b) Except for Employees covered under subclauses 23.3(a)(ii) and 23.3(a)(iii), where an allowance is provided under this subclause the provisions of clause 13 – Overtime of this Agreement shall not apply to an Employee travelling.

23.4 An Employee who occupies a house shall not be entitled to an allowance prescribed by this clause.

23.5 An Employee accommodated at a government institution, hostel or similar establishment shall not be entitled to an allowance prescribed by this clause.

23.6 Where an Employee is provided with food and/or meals by the Employer free of charge, the Employee shall only be entitled to receive one half of the appropriate allowance to which they would otherwise be entitled for each day spent camping.

23.7 Entitlement period

(a) An Employee shall not be entitled to an allowance under this subclause for periods in excess of 91 consecutive days unless the Employer otherwise determines. Provided that where provisions of clause 27 – Travelling Allowance of this Agreement are availed of, then such periods shall be included for the purpose of determining the 91 consecutive days.

(b) In reviewing any claim under this subclause, the Employer may determine an allowance other than that contained in this clause.

23.8 When camping, an Employee shall be paid the allowance on weekly leave days if available for work immediately preceding and succeeding such days and no deduction shall be made under these circumstances when an Employee does not spend the whole or part of those days in camp unless the Employee is reimbursed under the provisions of clause 27 – Travelling Allowance of this Agreement.

23.9

(a) For the purpose of paying an allowance, this clause shall be read in conjunction with clause 25 – Relieving Allowance, clause 26 – Transfer and Removal Allowance and clause 27 – Travelling Allowance of this Agreement, and Camping Allowance shall not be paid for any period in respect of which travelling, transfer or relieving allowances are paid. Where portions of a day are spent camping, the formula contained in subclause 27.2 shall be used for calculating the portion of the allowance to be paid for that day.

(b) For the purposes of this subclause, arrival at Headquarters shall mean the time of actual arrival at camp. Departure from Headquarters shall mean the time of actual departure from camp or the time of ceasing duty in the field subsequent to breaking camp, whichever is the latter.

23.10 An Employee in receipt of an allowance under this clause shall not be entitled to receive the incidental allowance prescribed by clause 27 – Travelling Allowance of this Agreement.

23.11 Whenever an Employee provided with a caravan is obliged to park the caravan in a caravan park, such Employee shall be reimbursed the rental charges paid to the authority controlling the caravan park, in addition to the payment of camping allowance.

23.12 There is no requirement on the Employer to provide food, camping equipment or cooking utensils. Each of the allowances prescribed in Schedule A – Camping Allowances include a component for the Employee providing their own food, camping equipment and cooking

utensils, and compensation for the degree of disability the Employee is subject to associated with the nature of work and accommodation utilised.

23.13 An Employee accommodated overnight at the Mornington facilities in Harvey who is supplied with a cook and food will be paid a special Mornington allowance prescribed by Item A6 of Schedule A – Camping Allowances in lieu of incidental allowance or any other camping allowance prescribed in this clause.

24 DISTURBANCE ALLOWANCE

24.1 An Employee who is transferred in accordance with subclause 26.1 and incurs expenses in the areas referred to in subclause 24.2 as a result of that transfer shall be reimbursed the actual expenditure incurred upon production of receipts or such other evidence as may be required.

24.2 Cost incurred:

(a) for the installation/connection/reconnection of a telephone at the Employee's new residence provided a telephone had been installed at the Employee's former residence. Save that reimbursement shall also be made where an Employee is transferred and leaves the residence in which they had installed a telephone and returns to the former locality on subsequent transfer.

(b) with the connection or reconnection of water, gas and/or electricity services to the Employee's household.

(c) with the redirection of mail for a period of three months.

25 RELIEVING ALLOWANCE

25.1 An Employee who is required to take up duty away from their usual Headquarters within the Commonwealth of Australia on relief duty or to perform special duty and necessarily resides temporarily away from their usual place of residence shall be reimbursed reasonable expenses on the following basis:

(a) Where the Employee is supplied with accommodation and meals free of charge, reimbursement shall be in accordance with the rates prescribed in Item E7 of Schedule E – Relieving Allowances.

(b) Where the Employee is fully responsible for their own accommodation, meals and incidental expenses and commercial accommodation is utilised (e.g., hotels, motels, serviced apartments, bed and breakfasts, road houses or self-contained accommodations):

(i) for the first 49 days after arrival at the new locality, reimbursement shall be in accordance with the appropriate rate prescribed by Item E1 or E4 of Schedule E – Relieving Allowances;

(ii) for the period in excess of 49 days after arrival at the new locality, reimbursement shall be in accordance with the appropriate rate prescribed by Items E2 or E5 of Schedule E – Relieving Allowances for Employees with Dependants or Items E3 or E6 of Schedule E – Relieving Allowances for other Employees, provided the period of reimbursement under this clause shall not exceed 42 days without the approval of the Employer;

(iii) the Employee is required to certify that they stayed at the accommodation outlined in the preamble of this clause for the period claimed and may be required to produce receipts or other evidence to support the claim.

(c) Where the Employee is fully responsible for their accommodation, meals and incidental expenses and accommodation other than that covered in subclause 25.1(a) or 25.1(b), and they are not camping in accordance with clause 23 – Camping Allowance of this Agreement, the Employee shall be reimbursed in accordance with Item E8 of Schedule E – Relieving Allowance.

(d) Where the Employee is provided with accommodation free of charge and only some or no meals free of charge, reimbursement shall be at the applicable rate prescribed in Item E7 of Schedule E – Relieving Allowances and the Employee shall be reimbursed for the appropriate breakfast, lunch and dinner not provided free of charge in accordance with the appropriate breakfast, lunch or dinner rates prescribed in Item E9, E10 or E11 of Schedule E – Relieving Allowances.

(e) Where an Employee who is required to relieve or perform special duties in accordance with the preamble of this subclause is authorised by the Employer to travel to the new locality in the Employee's own motor vehicle, reimbursement shall be in accordance with the appropriate rate as prescribed by clause 20 – Motor Vehicle Allowance, provided that the journey is by the shortest possible practical route and the maximum reimbursement shall not exceed the cost of the fare by Public Transport, which otherwise would be utilised for such return journey.

25.2 The provisions of clause 27 – Travelling Allowance or clause 23 – Camping Allowance of this Agreement shall not operate concurrently with the provisions of this clause so as to permit an Employee to be paid more than one allowance for the same period. Provided that where an Employee is required to travel on official business that involves an overnight stay away from the Employee's temporary Headquarters, the Employer may extend the period specified in subclause 25.1(b) by the time spent in travelling or camping.

25.3 An Employee who is directed to relieve another Employee or to perform special duty away from the Employee's usual Headquarters and is not required to reside temporarily away from their usual place of residence shall, if not in receipt of a higher duties or temporary special allowance for such work, be reimbursed the amount of additional fares paid by the Employee in travelling by Public Transport to and from the place of temporary duty, provided that reimbursement shall not exceed 50 cents per day without the approval of the Employer.

25.4 Where it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred, the Employer may approve the payment of such reasonable additional costs incurred.

26 TRANSFER AND REMOVAL ALLOWANCE

26.1 An Employee transferred from one Headquarters to another:

(a) in the Public Interest; or

(b) in the ordinary course of promotion and transfer; or

(c) on account of illness due to causes over which the Employee has no control,

shall, if the transfer necessitates a change in the place of residence of the Employee, be paid an allowance and be provided with travelling time in accordance with the following provisions of this clause.

26.2 Leave in respect of transfer

(a) Subject to subclause 26.2(b), an Employee on transfer in accordance with subclause 26.1 may take three days off duty – one day in respect of the packing and loading of the Employee's household goods and effects, one day in respect of cleaning the vacated property, and one day in respect of their unpacking and unloading.

(b) An Employee may not take the leave granted in subclause 26.2(a) on any day on which the Employee is required to attend either court or any other pressing duty.

26.3 When travelling on transfer in accordance with subclause 26.1, an Employee shall be paid the appropriate rate of travelling allowance in accordance with clause 27 – Travelling Allowance of this Agreement.

26.4

(a) The allowance prescribed by subclause 26.3 shall be payable until the end of the day immediately following the day of arrival at their new Headquarters.

(b) In addition, an Employee who vacates their residence prior to departure for new Headquarters shall be paid the appropriate Travelling Allowance from the time such Employee necessarily vacates their residence (to be proved to the satisfaction of the Employer) until the time of such departure.

26.5 Where an Employee who is transferred to Headquarters at which quarters are not provided has not obtained reasonable accommodation for the transfer of their home at the expiration of the time for which travelling allowance is payable under subclause 26.4, they shall be reimbursed actual reasonable accommodation and meal expenses for themself and their Dependants, if any, less a deduction for normal living expenses at the rates prescribed in Items F17 and F18 of Schedule F – Travelling/Transfer Allowances until obtaining such reasonable accommodation, provided that such reimbursement shall not be made:

(a) unless the Employer is satisfied that the Employee has taken all reasonable steps to secure reasonable accommodation; and

(b) for a period exceeding 77 days.

26.6 An Employee on transfer in accordance with subclause 26.1 shall be provided with:

(a) free transport by any means of transport approved by the Employer for the Employee, the Employee's Family and their household furniture, furnishings, domestic appliances and personal effects.

(b) reimbursement of the full freight charges necessarily incurred in respect of the removal of the Employee's motor vehicle.

(c) the cost of storage in a warehouse approved by the Employer of any of the Employee's excess household furniture and for a period of three years (subject to

any extension by the Employer) the cost of any insurance policy in relation thereof to a maximum insured value of $15,000.

(d) the cost of temporary storage in a warehouse approved by the Employer of household furniture for period up to six months maximum while an Employee occupies temporary accommodation and the cost of any insurance policy in relation thereof to a maximum insured value of $15,000.

(e) the cost of any insurance policy in respect of the transport of household furniture, furnishings, domestic appliances and personal effects and the stamp duty (transfer duty) thereon.

(f) an allowance as prescribed in Item F19 of Schedule F – Travelling/Transfer Allowances for accelerated depreciation and extra wear and tear on furniture, effects and appliances for each occasion that an Employee is required to transport their furniture, effects and appliances, provided that the Employer is satisfied that the value of household furniture, effects and appliances moved by the Employee is at least that prescribed in Item F20 of Schedule F – Travelling/Transfer Allowances.

26.7 In relation to the allowance payable pursuant to subclause 26.6, the maximum volume in respect of which the Employer is liable in relation to the costs of the transport of the household furniture, furnishings, domestic appliances and personal effects of a single Employee is 2.5 tonnes.

26.8 The provisions of this clause shall apply to:

(a) an Employee who retires from the place where the Employee is stationed at the date of retirement to the Metropolitan Area or any other area within the state of Western Australia as approved by the Employer; and

(b) to the widow or Dependants of an Employee where the Employee dies before retiring or resigning.

26.9 Where it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred by an Employee on transfer appropriate reimbursement may be determined by the Employer.

26.10 The lodging allowance prescribed in subclause 17.3 shall not be payable during any period for which reimbursement is made pursuant to subclauses 26.5 and 26.9.

26.11

(a) Employees who are married or living together as Partners on a bona fide domestic basis and who transfer as a Family unit from one station to another in accordance with subclause 26.1 shall not be entitled to each claim allowances of this Agreement.

(b) Where the couple share accommodation then only one of the Employees shall receive the full appropriate travel allowance, whilst the other Employee shall be paid an allowance which covers incidental expenses and meals (breakfast, lunch, dinner) as prescribed in Schedule F – Travelling/Transfer Allowances.

26.12

(a) Subject to subclause 26.12(b), when an Employee who is required to transfer in accordance with subclause 26.1 decides to travel to the new residence in their own vehicle in lieu of reimbursement provided for that purpose in subclause 26.6(b) reimbursement shall be in accordance with the appropriate rate of hire as prescribed by clause 20 – Motor Vehicle Allowance of this Agreement;

(b) Reimbursement shall take into consideration the following:

(i) The journey is by the shortest practical route.

(ii) Where the Employee's Partner and Dependant child(ren) do not accompany the Employee in the Employee's own motor vehicle, the reimbursement does not exceed the cost of the Employee's fare by Public Transport or the cost of the full freight charges that would have applied, whichever is the greatest.

(iii) If the Employee elects to travel to the new residence in their own vehicle, the Employee will be entitled to full reimbursement of freight charges for transporting their second vehicle.

26.13

(a) When an Employee is not transferred from one station to another as provided in subclause 26.1, but is required by the Employer to change residences in the same locality outside the Metropolitan Area, the provisions of clause 24 – Disturbance Allowance of this Agreement and subclause 26.6(e) and 26.6(f) shall apply (but no other provisions in this clause shall apply).

(b) The provisions of this subclause shall not apply to Employees who change residences for personal reasons unless it can be established by the Employee that the change in residence is beneficial to the Employer.

26.14 Except with the approval of the Employer, the allowance payable under this clause are not payable in respect of an Employee who is moved:

(a) at the Employee’s own request; or

(b) as a result of the Employee’s own misconduct.

27 TRAVELLING ALLOWANCE

27.1 An Employee who travels on official business shall be reimbursed reasonable expenses on the following basis:

(a) When a trip necessitates an overnight stay away from Headquarters and the Employee is supplied with accommodation and meals free of charge reimbursement shall be in accordance with the rates prescribed in Items F1, F2 or F3 of Schedule F – Travelling/Transfer Allowances. Such accommodation and meals shall be of an acceptable standard of at least single room accommodation with private toilet and bathroom facilities, where available.

Where meals are supplied, the standard of such meals shall be reflective of the values in Items F12 and F13 of Schedule F – Travelling/Transfer Allowances, where available.

(b) When a trip necessitates an overnight stay away from Headquarters and the Employee is fully responsible for their own accommodation, meals and incidental expenses and commercial accommodation including, but not limited to, hotels, motels, serviced apartments, bed and breakfasts and self-contained accommodation is utilised, reimbursement shall be in accordance with the rates prescribed in Items F4 to F8 of Schedule F – Travelling/Transfer Allowances.

(c) When a trip necessitates an overnight stay away from Headquarters and the Employee is fully responsible for their own accommodation, meals and incidental expenses and accommodation other than camping or commercial accommodation including, but not limited to, hotels, motels, serviced apartments, bed and breakfasts and self-contained accommodation is utilised, reimbursement shall be in accordance with the rates prescribed in Items F9, F10 or F11 of Schedule F – Travelling/Transfer Allowances.

27.2 To calculate reimbursement under subclauses 27.1 for a part of a day, the following formulae shall apply:

(a) If departure from Headquarters is:

- before 0800 hrs – 100% of the daily rate;
- 0800 hrs or later but prior to 1300 hrs – 90% of the daily rate;
- 1300 hrs or later but prior to 1800 hrs – 75% of the daily rate;
- 1800 hrs or later – 50% of the daily rate.

(b) If arrival back at Headquarters is:

- 0800 hrs or later but prior to 1300 hrs – 10% of the daily rate;
- 1300 hrs or later but prior to 1800 hrs – 25% of the daily rate;
- 1800 hrs or later but prior to 2300 hrs – 50% of the daily rate;
- 2300 hrs or later – 100% of the daily rate.

(c) The rate to be applied is that applicable for the locality/town in which the Employee stays overnight, except for the final day or part thereof which is calculated at the rate for the previous overnight location.

27.3 When a trip necessitates an overnight stay away from Headquarters and the Employee is provided with accommodation free of charge but only some or no meals free of charge, reimbursement shall be at the rate prescribed in item F1, F2 or F3 of Schedule F – Travelling/Transfer Allowances or for part of a day as proportioned in subclause 27.2 and reimbursed for the appropriate breakfast, lunch or dinner not provided free of charge in accordance with the breakfast, lunch or dinner rates prescribed in Items F12, F13 or F14 of Schedule F – Travelling/Transfer Allowances.

27.4

(a) When an Employee stationed in the Metropolitan Area travels to a place outside of the Metropolitan Area, or an Employee stationed outside the Metropolitan Area travels to a place outside a radius of 24 kilometres measured from the Employee's Headquarters, and the trip does not involve an overnight stay away from Headquarters

(i) Reimbursement for all meals claimed shall be at the rates set out in Items F12, F13 or F14 of Schedule F – Travelling/Transfer Allowances, subject to the Employee's certification that each meal claimed was actually purchased and consumed over a recognised meal period and the Employee was outside the respective area for the whole of the recognised meal period.

(ii) Notwithstanding subclause 27.4(a)(i), approval may be given for an Employee to purchase a meal in advance of the recognised meal period where it is known that an Employee is travelling to a remote area that lacks retail facilities to purchase sufficient meals. Approval is subject to the Employee travelling outside of the respective area for the whole of the recognised meal period for which the meal would be consumed.

(iii) Provided that when an Employee departs from Headquarters before 0800 hrs and does not arrive back at Headquarters until after 2300 hrs on the same day, the Employee shall be paid at the appropriate rate prescribed in Items F4 to F8 of Schedule F – Travelling/Transfer Allowances.

(b) For the purposes of this subclause:

(i) Where an ordinary hours shift is being worked, the recognised meal break in that shift shall be the same length as provided in subclause 11.8(a). subclause 11.8(b) provides for when the meal break is to be taken. For an ordinary hours shift, only one meal may be purchased and consumed over the shift.

(ii) Where the travel extends beyond an ordinary hours shift, or ordinary hours shifts do not apply as in the case of Commissioned Officers, or an Officer in Charge of a position detailed in Schedule H – OIC Salary and receiving an OIC salary prescribed in clause 10 – Salaries of this Agreement;

(aa) an Employee travelling a minimum of 10 hours shall be entitled to a further meal break; and

(bb) for each further five hours travelled from the completion of the previous meal break, a further meal break.

(iii) In determining the appropriate rate for the meal where the meal period falls between the span of hours in Column 1, the appropriate rate prescribed in Column 2 shall apply.

Column 1	**Column 2**
0600 hrs or later but before 1100 hrs	breakfast
1100 hrs or later but before 1600 hrs	lunch
1600 hrs or later but before 2200 hrs	dinner
2200 hrs or later but before 0600 hrs	supper

27.5 An Employee stationed in the Metropolitan Area who is disadvantaged financially by additional travelling costs incurred due to a requirement to attend a Police Academy course for a period of five days or more may be paid a special allowance.

27.6 Each claim is to be dealt with on its individual merits with the maximum allowable reimbursement being the rate prescribed in Item F1 of Schedule F – Travelling/Transfer Allowances of this Agreement.

27.7 In addition to the rates contained in Schedule F – Travelling/Transfer Allowances, an Employee shall, on production of receipts, be reimbursed reasonable incidental

expenses such as train, bus and taxi fares, official telephone calls, laundry and dry cleaning expenses.

27.8 If, on account of lack of suitable transport facilities, an Employee necessarily engages reasonable accommodation for the night prior to commencing travelling on early morning transport, the Employee shall be reimbursed the actual cost of such accommodation.

27.9 Reimbursement of expenses shall not be suspended should an Employee become ill whilst travelling, provided such illness is recognised and approved in accordance with the provisions of the *Police Force Regulations 1979* (WA) or this Agreement and the Employee continues to incur accommodation, meal and incidental expenses.

27.10 Reimbursement claims for travelling in excess of 14 days in one month shall not be passed for payment by a certifying officer unless the Employer or the Employer's nominee has endorsed the account.

27.11 Travel outside of the Metropolitan Area

(a) An Employee stationed in the Metropolitan Area who is relieving at, or temporarily transferred to, any place within the Metropolitan Area shall not be reimbursed the cost of meals purchased, but an Employee travelling on duty within the Metropolitan Area who, for operational reasons, is unable to return to Headquarters for a scheduled meal break and as a consequence is absent from their Headquarters over the specified meal period, shall be paid at the rate prescribed by Item F15 of Schedule F – Travelling/Transfer Allowances for each meal necessarily purchased, provided that:

(i) a requirement to return to their Headquarters for a scheduled meal break would lead to additional travelling costs or cause lost working time due to travel which is in excess of the rate prescribed in Item F15 of Schedule F – Travelling/Transfer Allowances; and

(ii) such travelling is not within the suburb in which the Employee resides; and

(iii) the Employee's total reimbursement under this subclause for any one pay period shall not exceed the amount prescribed by Item F16 of Schedule F – Travelling/Transfer Allowances.

(b) A specified meal period for the purposes of this subclause shall be a meal period authorised by the Officer in Charge to commence in accordance with subclause 11.8(c).

27.12 An Employee travelling on an aircraft (fixed or rotary wing) which travels outside a radius of 50 kilometres measured from the Employee's Headquarters and returns to the place of departure without landing at another place shall not be entitled to any allowance under this clause unless the trip extends for a period in excess of four hours and the Employee certifies they purchased a meal for consumption on the trip. Where the aircraft lands at other than the departure point and the Employee purchases and consumes a meal, the provisions of this clause apply.

27.13 Where interstate travel is involved, for the purpose of calculating travelling allowance the time differences are to be disregarded and Western Australian time is to be used in claiming the allowance involving an overnight stay.

27.14 Where an Employee claims reimbursement for meals or the daily rate specified for hotel or motel in Items F4 to F14 of Schedule F – Travelling/Transfer Allowances, the Employee shall certify that the meals were purchased or hotel or motel accommodation was actually utilised. An Employee may be required to produce receipts or other evidence to substantiate any claim. Meal allowance shall not apply where a meal is supplied without charge to an Employee.

27.15 An Employee shall only be paid one allowance for any one meal period.

27.16 When it can be shown to the satisfaction of the Employer by the production of receipts that reimbursement in accordance with Schedule F – Travelling/Transfer Allowances does not cover an Employee's reasonable expenses for a whole trip, the Employee shall be reimbursed the excess expenditure.

27.17 Police Academy training courses

(a) An Employee stationed in the Metropolitan Area who attends a training course at the Police Academy may request to be provided with accommodation at the Police Academy and the Employer may provide such accommodation, where Practicable.

(b) In such circumstances, an Employee is fully responsible for their own meals and incidental expenses and are not entitled to the allowance prescribed by this clause.

28 CONDITIONS TO APPLY AT MULTI-FUNCTIONAL POLICING FACILITIES

28.1 For the purposes of this clause, Multi-Functional Policing Facilities (MFPF) are those policing facilities listed below. The Employer may determine further policing facilities than those listed below to which the provisions of this clause shall apply.

(a) Kintore;

(b) Warburton;

(c) Balgo;

(d) Kalumburu;

(e) Warakurna/Docker River;

(f) Bidyadanga;

(g) Dampier Peninsula;

(h) Warmun;

(i) Jigalong;

(j) Blackstone;

(k) Looma; and

(l) Burringurrah.

28.2 Employees stationed at an MFPF shall have no fixed hours of duty and will be required to become involved in after-hours and weekend activities including but not limited to Community Reference Groups, Sporting Events and Blue Light Discos.

28.3 Rank of positions

(a) An Employee who occupies the position of Officer in Charge of an MFPF will be provided with the brevet rank of Senior Sergeant and will be permitted to wear the insignia of this rank while the Officer in Charge of the MFPF. Such an Employee will be paid the appropriate Senior Sergeant Schedule H OIC Country rate as prescribed in clause 10 – Salaries of this Agreement.

(b) Employees who occupy positions other than that of Officer in Charge at an MFPF will be provided with the brevet rank of Sergeant and will be permitted to wear the insignia of this rank while stationed at the MFPF. Such Employees will be paid the appropriate Sergeant rate as prescribed in clause 10 – Salaries of this Agreement.

28.4 Salary loading

(a) An Employee who occupies the position of Officer in Charge of an MFPF will be paid a salary loading equivalent to 40% of the Senior Sergeant Base Rate prescribed in clause 10 – Salaries of this Agreement and will not be entitled to the payment of overtime, including the 44-hour week arrangement, contained in subclause 13.8 or clause 16 - Shift Allowance of this Agreement.

(b) An Employee who occupies a position other than that of Officer in Charge of an MFPF will be paid a salary loading equivalent to 40% of the Sergeant Base Rate prescribed in clause 10 – Salaries of this Agreement and will not be entitled to the payment of overtime, including the 44-hour week arrangement, contained in subclause 13.8 or clause 16 - Shift Allowance of this Agreement.

28.5 Employees stationed at an MFPF are not permitted to undertake secondary employment.

28.6 Employees stationed at an MFPF will receive:

(a) a remote community allowance of $3500 per annum;

(b) free housing; and

(c) free electricity and water.

28.7 Remote community leave

(a) Employees stationed at an MFPF are entitled to 160 hours of remote community leave for each completed year of service while stationed at the MFPF.

(b) Remote community leave will be accrued per year and taken at the end of the Employee's posting to the MFPF.

(c) Remote community leave will be available on a pro rata basis in multiples of three months following the Employee's completion of their minimum tenure at the MFPF.

(d) Absence on remote community leave will count as service for all purposes.

(e) Employees stationed at an MFPF are entitled to an additional Annual Leave Travel Concession to that provided under subclause 30.10.

28.8 Tenure

(a) Tenure for Employees stationed at an MFPF is as follows:

(i) Officer in Charge Minimum Tenure – 2 years + 1 year + 1 year

(ii) Officer in Charge Maximum Tenure – 4 years

(iii) Other Employees Minimum Tenure – 1 year + 1 year + 1 year

(iv) Other Employees Maximum Tenure – 3 years

(b) Upon completion of minimum tenure at an MFPF the Employee's choice of transfer location will be given preference consistent with the operational requirements of the Employer.

28.9 An Employee directed to relieve another Employee stationed at an MFPF will be subject to the provisions of subclauses 28.2, 28.3, 28.4, 28.5 and 28.6.

29 ADJUSTMENT OF ALLOWANCES

29.1 The rates applying to motor vehicle allowance, travelling allowances, transfer and removal allowances, relieving allowances, camping allowances, overtime meal allowances and district allowances contained in this Agreement and relevant Schedules shall be reviewed and adjusted administratively as required in accordance with the corresponding rates under the *Public Service Award 1992* (PSA A 4 of 1989) and the *District Allowance (Government Officers) General Agreement 2010* (PSAAG 7 of 2010) or any subsequent replacement awards, agreements or Public Sector Circulars.

29.2 Where there is a separate formula agreed by the parties for Eucla, supper and camping allowances, rates are to be adjusted in accordance with such formula.

PART VI – LEAVE OF ABSENCE

30 ANNUAL LEAVE

30.1 Entitlement

(a) Each Employee shall be granted annual leave of 240 hours on full pay for each year of service.

(b) Annual leave shall be calculated on a calendar year basis commencing on January 1 in each year, provided that an Employee stationed in the North West shall be granted an additional 40 hours leave on full pay for each year of service in the North West.

(c) With consent of the Employer, annual leave may be taken in more than one period. Such periods may be single days or part thereof. The number of hours deleted shall be subject to the number of ordinary hours an Employee is rostered to work on such single day.

(d) Where annual leave is taken in more than one period as provided in subclause 30.1(c), the travelling time allowed under subclause 30.11 shall only apply to one period of annual leave per annum.

30.2 Application for leave

(a) For the purpose of compiling the annual leave roster showing the commencing and finishing date of annual leave prescribed by subclause 30.1, an Employee shall give notice to the Employer of their preferred dates to commence and finish their annual leave in the year immediately following, by no later than 30 June each year.

(b) The notice referred to in subclause 30.2(a) shall:

(i) in the case of an application by an Employee who is a Commissioned Officer, be submitted to the office of the Commissioner of Police;

(ii) in the case of an application by an Employee who is a non-Commissioned Officer, be submitted to the Employee's Officer in Charge.

30.3 Altering leave dates

(a) An Employee shall only take annual leave in accordance with the dates indicated on the roster of annual leave applicable to themselves in that year, unless the dates on the roster are altered.

(b) The Employer or the Officer in Charge concerned may alter the dates indicated on the roster of annual leave either in relation to a particular Employee or generally.

30.4 An Employee is not entitled to accumulate annual leave except with the written permission of the Employer.

30.5 Where the Employer is of the opinion that special circumstances exist in a particular case, the Employer may grant an Employee leave (not being annual leave) with or without payment during that period.

30.6 Return to duty or attend for the promotions process while on annual leave

(a) Where an Employee on annual leave is required to return to duty and attend court from matters arising during the course of the Employee's duties or to perform other duties, the Employee shall be paid, or be entitled to receive for each day or part thereof, additional payment at ordinary rates for the period of the recall including travelling time plus one shift added to their annual leave. Alternatively, the Employee may elect to have two shifts added to their annual leave.

(b) Where an Employee is required to attend court or to perform other duties on an additional day granted for previous attendance under subclause 30.6(a) of this clause, the Employee shall be entitled to receive an additional one shift for attending court or performing other duties, plus an additional two shifts, equalling a total entitlement of three shifts. The additional shifts under this subclause shall be taken at a time mutually agreed between the Employee and the Employer.

(c) Where an Employee has had to leave a holiday destination to travel for court and is then advised prior to commencement that their attendance is no longer required, they shall be entitled to the additional annual leave days as provided in subclause 30.6(a).

(d) Where an Employee is required to attend for a promotional examination or participate in a promotional interview during the period of their annual leave, they shall be granted one shift in lieu.

30.7 Where an Employee is ill or injured during their period of annual leave and produces at the time, or as soon as Practicable thereafter, medical evidence to the satisfaction of the Employer that they were, as a result of illness or injury, confined to their place of residence or a hospital for at least seven days, they may, with the approval of the Employer, be granted at a time convenient to the Employer, additional annual leave equivalent to the period during which they were confined unfit.

30.8 Notwithstanding the provisions contained in this clause, the salary payable to a Part-Time Employee during the period of leave shall be calculated based on the fortnightly salary at the time the leave is taken, in accordance with the following formula:

$$\frac{\text{Hours Worked per Fortnight}}{80} \times \text{Full-time Fortnightly Salary}$$

30.9 Annual leave loading

(a) A loading of 18.75% shall be paid to an Employee in December in the calendar year in which the leave accrues, calculated on this Agreement's rate of pay with respect to a maximum of five weeks' annual leave, provided that the loading shall, in no case, exceed a rate equivalent to 17.5% of five weeks' salary of a level 8.1 Employee as per Schedule 2 – General Division Salaries under the Public Sector CSA General Agreement 2024 or its replacement as at 1 January in the calendar year in which the leave accrues.

(b) In respect to a Part-Time Employee, the loading is to be proportioned according to the average number of hours worked in that calendar year.

(c) Annual leave loading shall not be paid for any pro rata leave to which an Employee is entitled on resignation.

30.10 Annual leave travel concession

(a) Employees Stationed in Remote Areas

(i) The travel concessions contained at subclause 30.10(a)(viii) are provided to an Employee, and their Dependants, when proceeding on annual leave to either Perth, Geraldton or other place outside of the Employee's district which is approved by the Employer, from Headquarters situated in the annual leave travel concession areas 3, 5 and 6, and in that portion of Area 4 located north of 30 degrees South Latitude as provided by Schedule C – Annual Leave Travel Concession Boundaries.

(ii) Employees are required to serve a year in these areas before qualifying for travel concessions. However, Employees who have less than a years' service in these areas and who are required to proceed on annual leave to suit the Employers convenience or who are unable to complete the required twelve months' service in the Special Area due to causes beyond the Employee's control will be allowed the concessions. The concession may also be given to an Employee who proceeds on annual leave before completing the years' service provided that the Employee returns to the area to complete the years' service at the expiration of the period of leave.

(iii) The mode of travel is to be at the discretion of the Employer.

(iv) Provided the travel concession does not exceed the value of the fully refundable return economy airfare from their Headquarters to Perth an Employee may elect to use the concession to purchase return economy airfare or equivalent motor vehicle allowance to any destination of their choice. Should the cost of the chosen return economy airfare be less than the value of the fully refundable return economy airfare to Perth, the lesser amount shall be paid. Accommodation costs of any travel package arrangement will not be paid as part of this concession.

(v) Travel concessions not utilised within 12 months of becoming due will lapse.

(vi) Where special circumstances exist, an Employee's Dependant/s may utilise the travel concession provided in subclause 30.10(a)(viii) at a different time to the Employee. Special circumstances shall include circumstances where the leave roster precludes the Employee from taking leave during school holidays or at the same time as their Dependant/s.

(vii) Part-time Employees are entitled to travel concessions on a pro rata basis according to the average number of hours worked per week. Travelling time shall be calculated on a pro rata basis according to the number of hours worked.

(viii)

Approved Mode of Travel	Travel Concession	Travelling Time
(aa) Air	Fully refundable return economy airfare for the Employee and Dependant/s.	One day each way.
(bb) Road	Full motor vehicle allowance rates, but reimbursement not to exceed the cost of the fully refundable return economy airfare.	North of 20 degrees South Latitude – two and one-half days each way. Remainder - two days each way.
(cc) Air and Road	Full motor vehicle allowance rates for car trip, but reimbursement not to exceed the cost of the fully refundable return economy airfare for the Employee and Dependent/s.	North of 20 degrees South Latitude – two and one-half days each way. Remainder - two days each way.

(b) Employees stationed in Special Areas

(i) The travel concessions in the table immediately following are provided to an Employee, and the Employee's Family as when proceeding on annual leave to either Perth or other place outside of the Employee's district which is approved by the Employer from Headquarters other than those designated in subclause 30.10(a) but within a Special Area.

(ii) The travel concessions are only payable to an Employee who has completed 12 months service in the Special Area or, if the Employee has not completed 12 months service in the Special Area before proceeding on annual leave, does so on the Employee's return from annual leave before the Employee again takes annual leave.

(iii) The travel concession shall be repaid to the Agency by the Employee if the Employee fails to complete 12 months service in the Special Area unless that failure is due to causes beyond the Employee's control.

Approved Mode of Travel	Travel Concession
(aa) Public Transport	Free return passes to Perth or other place approved by the Commissioner on Public Transport for the Employee and the Employee's Family.
(bb) Private Vehicle	Full motor vehicle allowance rates but reimbursement not to exceed the cost of public transport specified in (aa) of this subclause.

(cc) Public Transport and a Private Vehicle	Free return passes to Perth or other place approved by the Commissioner and the full motor vehicle allowance rate provided that reimbursement is not to exceed the cost of Public Transport specified in (aa) of this subclause.

(c) Employees other than those designated in subclause 30.10(a) whose Headquarters are situated outside a radius of 240 kilometres from Perth City Railway Station and who travel to Perth for their annual leave shall be granted by the Employer reasonable travelling time to enable them to complete the return journey.

To standardise the entitlement the following criteria is to be used:

(i) 240 kms to 499 kms – half day travelling each way but taken as one additional day;

(ii) 500 kms to 1000 kms – one day's travelling time each way; and

(iii) in excess of 1000 kms and North of the 26th parallel – two- and one-half day's each way; and, all stations South of the 26th parallel but in excess of 1000 kms be allowed the equivalent of a counterpart North of the 26th parallel.

30.11 Notwithstanding the foregoing provisions in this clause, the Employer may direct an Employee to take accrued annual leave and may determine the date of which such leave shall commence.

30.12 Utilisation of accrued leave

(a) Where the Employer and Employee have not agreed when the Employee is to take their annual leave, the Employer is not to refuse the Employee taking, at any time suitable to the Employee, any period of annual leave the entitlement to which accrued more than 12 months before that time.

(b) The Employee is to give the Employer at least two weeks' notice of the period during which the Employee intends to take their leave which accrued more than 12 months before that time.

30.13 Employee initiated cash out of accrued annual leave

(a) Subject to subclause 30.13(d), the Employer and Employee may agree that the Employee forego part of the Employee's entitlement to accrued annual leave in exchange for equivalent payment at the rate which would have applied had the leave been taken at the time the agreement is made.

(b) The payment includes applicable annual leave loading in accordance with subclause 30.9.

(c) The following considerations apply to the cashing out of accrued annual leave:

(i) the Employee initiates a written request to the Employer to cash out accrued annual leave;

(ii) the Employer may agree, in writing, to the request from the Employee;

(iii) there must be an annual leave entitlement that has accrued in previous years;

(iv) no more than 50% of the Employee's total accrued annual leave entitlement can be cashed out;

(v) the remaining entitlements after the cash out are not less than two weeks accrued annual leave;

(vi) each instance of cashing out of annual leave must be a separate written agreement between the Employer and Employee; and

(vii) Annual leave accruing in the year the request for cashing out is made cannot be cashed out in that year.

(d) It is the Employee's responsibility to seek information on any taxation implications arising from the payout of annual leave.

31 REST DAYS

31.1 Employees shall be granted three rest days on full pay each year in recognition of the unique working environment and associated rigours of policing. This is to provide an opportunity for Employees to take a short break from duty as needed.

31.2 Part-Time Employees will be granted rest days on a pro rata basis.

31.3 Rest days will not accrue from year-to-year and must be taken within the period of 12 months from the date they are credited.

31.4 Employees will be credited the three rest days on 31 March provided that:

(a) as at 31 December each preceding year, the Employee has not accumulated an annual leave balance of more than six weeks or 240 hours for full-time Employees and pro rata for Part-Time Employees.

(b) for the purpose of calculating the accumulated annual leave balance, the additional North West leave provided under subclause 30.1(b), will be excised from the total accumulated annual leave balance at 31 December each year.

31.5 Notwithstanding subclause 31.4(a), where an Employee makes an application to take annual leave in the preceding November or December, the application has been approved by the Employer and the Employer requests the Employee to cancel the planned annual leave, the Employer shall approve the leave deferral and the granting of rest days, subject to the below conditions being met:

(a) the Employee agrees to cancel the planned annual leave; and

(b) the Employee demonstrates to the Employer their accumulated annual leave balance on 31 December would not have exceeded six weeks or 240 hours of total accumulated annual leave plus the amount of planned annual leave that was cancelled (pro rata for Part-Time Employees).

31.6 Employees may take rest days as a single day or up to three days consecutively. Rest days are not to be taken in conjunction with annual leave.

31.7 Employees are to notify the Employer of their intention to take a rest day/s as far in advance as possible and submit an application as soon as practicable.

31.8 Rest days shall not be paid out on termination of employment.

32 DAY IN LIEU OF EASTER SUNDAY

32.1 Employees will be provided an additional day of leave in lieu of Easter Sunday on full pay.

32.2 The day of leave will be made available to Employees regardless of whether they would normally be expected to work on that date.

32.3 The day of leave accrues on 1 January each calendar year.

32.4 Employees must submit an application at least four weeks prior to the commencement of their day of leave for approval by their Officer in Charge.

32.5 The day of leave;

(a) is not available to an Employee who is on any period of leave without pay;

(b) is paid at the rate of ordinary time;

(c) can be added to annual leave or taken individually;

(d) must be taken in the calendar year in which it occurs;

(e) will be forfeited if not taken in the year in which it occurs; and

(f) is not to be paid out on termination of employment.

33 LONG SERVICE LEAVE

33.1 Employees shall qualify for long service leave in the following terms:

(a) Subject to subclause 33.1(e):

(i) an Employee appointed before January 10, 1995 who has completed seven years continuous service with the Employer shall be entitled to 520 hours leave on full pay;

(ii) an Employee appointed on or after January 10, 1995 who has completed 10 years of continuous service with the Employer shall be entitled to 520 hours long service leave on full pay.

(b) For each subsequent period of seven years' service, an Employee shall be entitled to an additional 520 hours long service leave on full pay.

(c) For recording purposes, and to facilitate flexible working arrangements where other than eight hours is worked in a day and/or 40 hours in a week, long service leave will be debited at the actual number of hours rostered during the period of leave.

(d) Subject to the Employer's approval, an Employee may elect to take long service leave in periods of single days or more.

(e) For the purpose of determining an Employee's long service leave entitlement under the provisions of subclauses 33.1(a)(i), 33.1(a)(ii) and 33.1(b), the expression "continuous service" includes any period during which the Employee is absent on full pay or part pay but does not include:

(i) any period exceeding two weeks during which an Employee is absent on leave without pay or unpaid parental leave, except where leave without pay is approved for the purpose of fulfilling an obligation by the Government of Western Australia to provide staff for a particular assignment external to the Public Sector of Western Australia;

(ii) any period during which an Employee is taking long service leave entitlement or any portion thereof except in the case of subclause 33.11 when the period excised will equate to a full entitlement of 13 weeks;

(iii) any service by an Employee who resigns, is dismissed or whose services are otherwise terminated other than service prior to such resignation, dismissal or termination when their prior service had actually entitled the Employee to the long service leave provided under this clause;

(iv) any period of service that was taken into account in ascertaining the amount of a lump sum payment in lieu of long service leave.

(f) Payment made for long service leave granted to an Employee who has been employed on a part-time basis or on both a full-time and part-time basis during a qualifying period shall be adjusted according to the hours worked by the Employee, subject to the following:

(i) If an Employee consistently worked on a part-time basis for a regular number of hours during the whole of the Employee's qualifying service, the Employee shall continue to be paid the salary determined on that basis during the long service leave.

(ii) A Part-Time Employee shall have the same entitlement to long service leave as a full-time Employee. However, payment made during such periods of long service leave shall be adjusted according to the hours worked by the Part-Time Employee during that accrual period.

33.2 Accessing long service leave

(a) Long service leave shall be taken at any time within six years of it becoming due, at the convenience of the Employer, provided that the Employer may approve the deferment of the taking of long service leave beyond six years in exceptional circumstances, and provided further that such exceptional circumstances shall include retirement within seven years of the date of entitlement.

(b) Approval to defer the taking of long service leave may be withdrawn or varied at any time by the Employer giving the Employee notice in writing of the withdrawal or variation.

33.3 Subject to approval of the Employer, an Employee may clear a long service leave entitlement by taking double time at half pay or compacting to half time at double pay. The excised period of continuous service when an Employee has elected to compact a long service leave entitlement will be 13 weeks. The excised period of continuous service when an Employee has elected to take double time at half pay will be 26 weeks.

33.4 Subject to approval of the Employer, an Employee may cash out any portion of an accrued entitlement to long service leave, provided that the Employee proceeds on a minimum of 10 days annual leave in that calendar year. Where an Employee cashes out any portion on an accrued entitlement to long service leave, the entitlement accessed is excised for the purpose of continuous service.

33.5 On application to the Employer, a lump sum payment for the money equivalent of any:

(a) Long service leave entitlement for continuous service as provided in subclauses 33.1(a)(i), 33.1(a)(ii) and 33.1(b) shall be made to an Employee who resigns, retires, is retired or is dismissed or in respect of an Employee who dies.

(b) Pro rata long service leave based on continuous service of a lesser period than that provided in subclauses 33.1(a)(i), 33.1(a)(ii) and 33.1(b) for a long service leave entitlement shall be made:

(i) to an Employee who retires at or over the age of 55 years or who is retired on the grounds of ill health if the Employee has completed not less than 12 months continuous service before the date of retirement;

(ii) to an Employee who, not having resigned is retired by the Employer for any other cause, has completed not less than three years continuous service before the date of retirement; or

(iii) in respect of an Employee who dies, if the Employee has completed not less than 12 months continuous service before the date of death.

(c) In the case of a deceased Employee, payment shall be made to the estate of the Employee unless the Employee is survived by a legal Dependant approved by the Employer, in which case payment shall be made to the legal Dependant.

33.6 The calculation of the amount due for long service leave accrued and for pro rata long service leave shall be made at the rate of salary of an Employee at the date of retirement or resignation or death, whichever applies.

33.7 Application for long service leave

(a) An Employee who desires to be granted a period of long service leave shall give at least two months' notice in writing of the fact and shall make application to the Employer. The application shall state the amount of long service leave required and the date from which the leave is to commence.

(b) In case of emergency and for reasons to be stated in writing, an Employee may at any time apply to the Employer for any long service leave due.

(c) Prior to commencing long service leave, an Employee may request approval for the substitution of another date for commencement of long service leave and the Employer may approve such substitution.

33.8 Recognition of Pro Rata Service with other Government Employers - Interstate

(a) Where an Employee was, immediately prior to being employed under the provisions of the *Police Act 1892* (WA), employed in the service of the Commonwealth or of any other State of Australia and;

(b) The period between the date when the Employee ceased previous employment and the date of commencing employment does not exceed one week, that Employee shall be entitled to long service leave determined in the following manner:

(i) the pro rata portion of long service leave to which the Employee would have been entitled up to the date of appointment under the provisions of the *Police Act 1892* (WA) shall be calculated in accordance with the provisions that applied to the previous employment referred to but, in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the Employee may become entitled under this clause; and

(ii) the balance of the long service leave entitlement of the Employee shall be calculated upon appointment under the provisions of the *Police Act 1892* (WA) in accordance with the provisions of this clause.

(c) The maximum break in employment permitted by subclause 33.8(b), may be varied by the approval of the Employer provided that where employment under the provision of the Police Act 1892 (WA) commenced more than one week after ceasing the previous employment, the period in excess of one week does not exceed the amount of accrued and pro rata annual leave paid out at the date the Employee ceased with the previous Employer, or in the case of defence forces, the Employee applied to join the WA Police Force before ceasing the previous employment and was inducted into police training in the first available Police Academy school.

(d) Subclause 33.8(c) must be negotiated and documented as part of the recruitment process.

(e) An Employee previously employed by the Commonwealth or by any other State of Australia shall not proceed on any period of long service leave until the Employee:

(i) has served a period of not less than three years continuous service with the Employer; and

(ii) is entitled to 520 hours long service leave on full pay.

(f) The Employer may approve of an Employee proceeding on long service leave prior to the Employee completing three years continuous service.

(g) Nothing in this clause shall be deemed to confer on any Employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the Employee's favour prior to the date on which the Employee commenced employment under the provisions of the *Police Act 1892* (WA).

33.9 Recognition of pro rata service with other government employers - intrastate

(a) An Employee shall be entitled to 520 hours of long service leave on full pay if they meet the eligibility requirements in subclause 33.9(b) and 33.9(c) on whichever is the earliest date of:

(i) the date on which the Employee would have become entitled to long service leave had the Employee remained in the former employment; or

(ii) the date determined:

(aa) by calculating the pro rata portion of long service leave to which the Employee would have been entitled up to date of appointment under the *Police Act 1892* (WA), in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the Employee may become entitled under this clause; and

(bb) by calculating the balance of the long service leave entitlement of the Employee upon appointment under the provisions of the *Police Act 1892* (WA) in accordance with the provisions of this clause.

(b) Where an Employee was, immediately prior to being employed under the provisions of the *Police Act 1892* (WA), an Employee in:

(i) a department or sub-department of the Public Service established pursuant to the *Public Sector Management Act 1994* (WA);

(ii) a statutory authority listed in Schedule 1 of the *Financial Management Act 2006* (WA);

(iii) either of the Houses of the Parliament of the State under the separate control of the President or Speaker or under their joint control;

(iv) the Health Education Council (or its predecessor); or

(v) the Nurses Board of WA.

(c) The period between the date when the Employee ceased previous employment and the date of commencing employment under the provisions of the *Police Act 1892* (WA) does not exceed one week.

(d) The maximum break in employment permitted by subclause 33.9(c), may be varied by the approval of the Employer, provided that where employment under the provisions of the *Police Act 1892* (WA) commenced more than one week after ceasing the previous employment, the period in excess of one week does not exceed the amount of accrued and pro rata annual leave paid out at the date the Employee ceased with the previous Employer. This matter must be negotiated and documented as part of the recruitment process.

(e) An Employee who was not paid out for accrued and pro rata annual leave held at the date of ceasing previous employment shall comply with the provisions of subclause 33.9(c).

(f) In addition to any entitlement arising from the application of subclause 33.9, an Employee previously employed by a prescribed State body or statutory authority may, on approval of the Employer, be credited with any period of long service leave to which the Employee became entitled during the former employment but had not taken at the date of appointment under the provisions of the *Police Act 1892* (WA), provided the Employee's former Employer had given approval for the Employee to accumulate the entitlement.

33.10 An Employee who has elected to retire at or over the age of 55 years and who will complete not less than 12 months continuous service before the date of retirement may make application to take pro rata long service leave before the date of retirement.

33.11 Effect of part-time employment on accrual

(a) A full-time Employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full and part-time basis, may elect to take a lesser period of long service leave calculated by converting the part-time service to equivalent full-time service.

(b) A full-time Employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on a part-time basis, may elect to take a lesser period of long service leave calculated by converting the part-time service to equivalent full-time service.

33.12 Notwithstanding the foregoing provisions in this clause, the Employer may direct an Employee to take accrued long service leave and may determine the date of which such leave shall commence.

33.13 Where an Employee is ill during the period of long service leave and produces at the time, or as soon as Practicable thereafter, medical evidence to the satisfaction of the Employer that as a result of the illness the Employee was confined to their place or

residence or a hospital for a period of at least 14 consecutive calendar days, the Employer may grant sick leave for the period during which the Employee was so confined and reinstate long service leave equivalent to the period of confinement.

33.14 Return to duty for court

(a) Where an Employee on long service leave is required to return to duty to attend court from matters arising during the course of their duties or to perform other duties, the Employee shall be paid or be entitled to for each day or part thereof additional payments at ordinary hours rates for the period required to return to work, including travelling time plus one shift added to their Long Service Leave or, at the option of the Employee, two shifts added to their Long Service Leave

(b) Where an Employee is required to attend court or to perform other duties on an additional day granted for previous attendance under subclause 33.14(a), the Employee shall be entitled to leave of an additional one shift for attending court of performing other duties and leave equal to a further two shifts, equating to a total entitlement of three shifts. Such additional shifts as defined in this clause shall be taken at a time mutually agreed between the Employee and the Employer.

(c) Where an Employee has had to leave a holiday destination to travel back for court and is then advised prior to starting work that their attendance is no longer required, they shall be entitled to the additional days added to their long service leave as provided in subclause 33.14(a).

(d) Where an Employee is required to attend for a promotional examination or participate in a promotional interview during the period of their long service leave, they shall be granted one shift in lieu.

33.15 Early access to pro rata long service leave

(a) Subject to subclause 33.15(b), an Employee under a 10-year accrual basis who has completed seven years' continuous service may access pro rata long service leave at the rate of 6.5 days per completed 12-month period of continuous service.

(b) Part-Time Employees have the same entitlement as full-time Employees, with their entitlement calculated on a pro rata basis according to any variations to their ordinary working hours during the accrual period.

(c) Long service leave accessed under this subclause can only be taken as paid leave and there is no entitlement to payment in lieu of leave.

(d) An Employee may, by agreement with the Employer:

(i) clear pro rata long service leave in minimum periods of one day; and/or

(ii) access pro rata long service leave at half, full or double pay.

(e) Any period of leave taken in accordance with this subclause will be excised for the purpose of continuous service in accordance with subclause 33.1(e)(ii).

33.16 Early access to pro rata long service leave within preservation age

(a) Subject to subclause 33.16(d), an Employee within seven years of their preservation age under Western Australian Government superannuation arrangements may, by agreement with the Employer, choose early access to their long service leave at the rate of 74.28 hours per completed 12 months period of continuous service for full-time Employees.

(b) Notwithstanding subclause 33.16(a), an Employee with less than ten years of continuous service with the Employer and who are within seven years of their preservation age under Western Australian Government superannuation arrangements, may choose early access to their long service leave at the rate of 52 hours per completed 12 months period of continuous service for full-time Employees.

(c) A Part-Time Employee has the same entitlement as a full-time Employee, calculated on a pro rata basis according to any variations to their ordinary working hours during the accrual period.

(d) Early access to pro rata long service leave does not include access to long service leave which the Employee has accumulated or become entitled to, prior to being within seven years of their preservation age.

(e) Long service leave accessed under this subclause can only be taken as paid leave and there is no entitlement to payment in lieu of leave.

(f) An Employee may, by agreement with the Employer:

(i) clear pro rata long service leave in minimum periods of one day; and/or

(ii) access pro rata long service leave at half, full or double pay.

(g) Any period of leave taken in accordance with this subclause will be excised for the purpose of continuous service in accordance with subclause 33.1(e)(ii).

34 BEREAVEMENT LEAVE

34.1 Employees shall be eligible for up to three days' paid bereavement leave on the death of:

(a) the spouse or de facto partner of the Employee;

(b) a former spouse or former de-facto partner of the Employee;

(c) a child, step-child, or grandchild of the Employee or the Employee's spouse or de facto partner (including an adult child, step-child or grandchild);

(d) a parent, step-parent, or grandparent of the Employee or the Employee's spouse or de facto partner;

(e) a foster child or foster parent of the Employee;

(f) a parent-in-law or former parent-in-law of the Employee;

(g) a sibling, step-sibling of the Employee or the Employee's spouse or de facto partner; or

(h) any other person who, immediately before that person's death, lived with the Employee as a member of the Employee's household.

34.2 Provided it is at the request of an Employee, the Employer may exercise discretion to grant bereavement leave to an Employee in respect of some other person with whom the Employee has a special relationship.

34.3 The three days need not be consecutive.

34.4 Bereavement leave is not to be taken during any other period of leave.

34.5 If requested by the Employer, payment of such leave can be subject to the Employee providing evidence that would satisfy a reasonable person of the death or relationship to the deceased.

34.6 In addition to any bereavement leave to which the Employee is eligible, an Employee requiring more than the three days bereavement leave in order to travel interstate or overseas in the event of the death interstate or overseas of a member of the Employee's immediate family may, upon providing adequate proof, have immediate access to annual leave and/or accrued long service leave and/or leave without pay provided all accrued leave is exhausted.

34.7 Subject to prior approval from the Employer, a regional Employee entitled to bereavement leave who, as a result of a bereavement, travels to a location within Western Australia that is more than 240 kilometres from their workplace, will be granted paid time off for the travel period undertaken in ordinary hours up to a maximum of two rostered shifts per bereavement.

34.8 The Employer may approve additional paid travel time within Western Australia where the Employee can demonstrate to the satisfaction of the Employer that more than two days travel time is warranted.

35 PARENTAL LEAVE

35.1 This clause is to be read in conjunction with unpaid parental leave entitlements provided for in Division 5 of Part 2-2 of the *Fair Work Act 2009* (Cth) and where there is any inconsistency, the greater benefit will prevail.

35.2 For the purposes of this clause:

(a) 'adoption' includes the making of a parentage order under the *Surrogacy Act 2008* (WA);

(b) 'comparable position' means a position with equivalent classification level, pay, conditions and status as an employee's position and that is commensurate with their skills and abilities;

(c) 'concurrent leave' means unpaid parental leave taken by an Employee under subclause 35.6(d);

(d) 'flexible parental leave' means unpaid parental leave taken by an Employee under subclause 35.18;

(e) 'grandparental leave' means leave to which an Employee is entitled under subclauses 35.27 to 35.28;

(f) 'parental leave' means leave to which an Employee is entitled under this clause;

(g) 'partner' means a person who is a spouse or de facto partner;

(h) 'partner leave' means leave to which an employee is entitled under this clause;

(i) 'primary care giver of a child' means the person who is primarily responsible for the care and supervision, including day-to-day care and supervision, of the child;

(j) 'public sector industrial instrument' means this Agreement or any other relevant industrial instrument that applies to the WA public sector.

(k) 'WA public sector' means:

(i) all agencies, ministerial offices and non-SES organisations as defined in section 3 of the *Public Sector Management Act 1994* (WA); and

(ii) employing authorities as defined in section 5 of the *Public Sector Management Act 1994* (WA).

35.3 This clause applies to full-time and Part-Time Employees.

35.4 Nature of parental leave

(a) Parental leave is leave taken by:

(i) a pregnant Employee in connection with the pregnancy and birth of a child; or

(ii) an Employee following the birth or adoption of a child for whom they are the primary care giver of a child.

(b) It does not matter whether the primary care giver of a child is a parent of the child or another person.

(c) Only one parent or other person can be the primary care giver of a child during any one particular period of time.

(d) If a different WA public sector employee is the primary care giver of a child during different periods of time, their entitlement to paid or unpaid parental leave under this clause or under any other public sector industrial instrument can be shared, but the total period of their combined entitlement to paid parental leave is limited to the paid parental leave entitlement of a single employee.

(e) If an Employee is no longer the primary care giver of the child following the birth, their entitlement to any further parental leave in connection with the child ends, unless —

(i) the Employee is entitled to remain on unpaid parental leave because they share responsibility for the care and supervision of their child or their partner's biological child under subclause 35.6 relating to special unpaid parental leave entitlements for employees who share responsibility for care and supervision of child; or

(ii) the Employee is entitled to remain on parental leave under clause 35.12 relating to parental leave where pregnancy ends without birth of living child, the child dies or the child or employee hospitalised.

(f) An Employee who commences parental leave does not have a separate entitlement to unpaid parental leave under subclause 35.6 relating to special unpaid parental leave entitlements for employees who share responsibility for care and supervision of child, if they stop being the primary care giver of their child or their partner's biological child but continue to share the responsibility for the child's care with their partner or another person.

35.5 Period of leave to which an eligible Employee is entitled

(a) An eligible Employee is entitled to 52 weeks of parental leave.

(b) The 52 weeks of parental leave comprises 560 hours (14 weeks) of paid leave and 38 weeks of unpaid leave, except as provided by subclause 35.5(c).

(c) The 52 weeks of parental leave comprises only unpaid leave in the case of any other Employee who has not completed the minimum period of service required by

subclause 35.7 relating to the minimum period of service to be eligible for paid parental leave.

(d) The period of paid parental leave to which an Employee is entitled can be extended by the Employee electing to take double the amount of leave on half-pay.

(e) An Employee has only a single entitlement, and not separate entitlements, to parental leave for children of a multiple birth or adoption.

(f) Any public holiday that falls during parental leave is counted as part of that leave and does not extend the period of parental leave.

35.6 Special unpaid parental leave entitlements for Employees who share responsibility for care and supervision of a child

(a) An Employee who shares responsibility with their partner or another person for the care and supervision of their child or their partner's biological child has the same entitlement to unpaid parental leave under this clause as an Employee who is the primary care giver for the child.

(b) An Employee who commences unpaid parental leave under this clause does not have a separate entitlement to paid or unpaid parental leave if they become the primary care giver of their child or their partner's biological child.

(c) It does not matter whether or not the other person with whom the Employee shares responsibility for the care and supervision of the child is:

(i) an Employee to whom this clause applies; or

(ii) the primary care giver for the child.

(d) Concurrent leave

(i) If an Employee who shares responsibility for the care and supervision of a child takes unpaid parental leave under this subclause, they can take unpaid parental leave during the same time that their partner takes unpaid parental leave (concurrent leave).

(ii) The concurrent leave:

(aa) must not be longer than 8 weeks in total; and

(bb) can be taken in separate periods but, unless the employer agrees, each period must not be shorter than 2 weeks.

35.7 Minimum period of service to be eligible for paid parental leave

(a) An Employee is only entitled to a period of paid parental leave if, on the day parental leave commences, the employee has completed at least 12 months of continuous service in the WA public sector immediately preceding the parental leave, whether on a full-time or part-time basis.

(b) For the purposes of this subclause, continuous service includes any period of authorised paid leave or authorised unpaid leave not exceeding 14 days.

(c) An Employee who takes parental leave is not required to resume work for the purposes of taking parental leave in connection with any subsequent pregnancy or birth or adoption of a child.

(d) An Employee on leave without pay unrelated to parental leave is required to resume work before taking paid parental leave.

35.8 Taking parental leave

(a) An Employee must take parental leave in one continuous period, except as otherwise provided by in this clause.

(b) The period of parental leave can be interrupted by the following:

(i) any period during which the Employee substitutes other paid leave or time off as referred to in subclause 35.15 relating to interaction with other leave entitlements;

(ii) any period during which the Employee engages in special parental leave employment as referred to in subclause 35.18 relating to employment during unpaid parental leave;

(iii) any period between periods of flexible parental leave taken by the Employee;

(iv) any period between separate periods of concurrent leave taken by the Employee;

(v) any period during which the Employee does not take parental leave as referred to in subclause 35.12 relating to parental leave where pregnancy ends without birth of living child, where the child dies or the child or Employee is hospitalised, because the child is hospitalised after birth.

(c) An Employee can at any time, but subject to the notice requirements of subclause 35.9, give notice to:

(i) cancel or delay the commencement of their proposed parental leave; or

(ii) shorten their period of parental leave; or

(iii) extend their period of parental leave up to the maximum period of leave to which they are entitled.

(d) If an Employee takes less than the maximum period of parental leave to which they are entitled, the unused balance of leave cannot be banked or preserved in any way.

35.9 Employee required to give notice of parental leave

(a) An Employee who intends to take parental leave must give the Employer at least 8 weeks' written notice of:

(i) the date on which the Employee proposes to commence the leave; and

(ii) the period of leave proposed to be taken.

(b) An Employee who intends to change or cancel their parental leave must give the Employer at least 4 weeks' written notice of the change or cancellation.

(c) However, an Employee is not required to give notice of the cancellation of proposed parental leave because the pregnancy ends without the birth of a living child or the child dies.

(d) An Employee who fails to give the required period of notice does not contravene this subclause if it was not reasonably practicable for the Employee to comply

because of an early birth or placement for adoption or because of other compelling circumstances.

(e) Before proceeding on leave, an Employee who has given notice of proposed parental leave is required to give the Employer reasonable evidence detailing:

(i) in the case of a pregnant Employee – the expected date of birth (including by the provision of a medical certificate); or

(ii) in any other case – the relationship the Employee has with the child and the Employee's responsibility for the care of the child.

35.10 Commencement of parental leave

(a) The period of parental leave of a pregnant Employee in connection with the pregnancy can commence up to 6 weeks before the expected date of birth of the child, but not later than the birth of the child.

(b) However, the period of unpaid parental leave of the pregnant Employee can commence on an earlier date before the birth of the child with the agreement of the Employer and Employee.

(c) The period of parental leave of any other employee can commence at any time on or after:

(i) the day the Employee becomes the primary care giver of the child; or

(ii) for the purposes of subclause 35.6 relating to special unpaid parental leave entitlements for Employees who share a responsibility for care and supervision of a child, the day the Employee begins to share the responsibility with their partner or another person for the care and supervision of their child or their partner's biological child.

35.11 Conclusion of paid parental leave

(a) The period of paid parental leave must conclude within the period of 12 months after the birth or date of placement for adoption.

(b) The Employer can, in exceptional circumstances, allow an Employee to take paid parental leave after that 12 months' period.

(c) An Employer can require an Employee to provide reasonable evidence that the circumstances justify the Employee taking paid parental leave after that 12 months' period.

35.12 Parental leave where pregnancy ends without birth of a living child, the child dies or the child or Employee is hospitalised

(a) A pregnant Employee remains entitled to paid parental leave if the pregnancy ends without the birth of a living child within 20 weeks before the expected date of birth.

(b) A pregnant Employee is entitled to remain on paid parental leave if:

(i) the child dies or is hospitalised following the birth; or

(ii) the Employee is incapacitated as a result of the birth.

(c) An Employee is not entitled to paid parental leave in those circumstances for any period that the Employee has taken paid sick leave.

(d) If a pregnancy ends without the birth of a living child within 20 weeks before the expected date of birth, an Employee who would have been entitled under this clause to unpaid parental leave if the child had been born alive remains entitled to that unpaid parental leave except when the entitlement would have derived from an adoption.

(e) An Employee who has commenced parental leave can return to work by providing the Employer at least 4 weeks' written notice of their return to work if:

(i) the child dies; or

(ii) the pregnancy ends without the birth of a living child within 20 weeks before the expected date of birth.

(f) If an Employee has commenced parental leave and the child is hospitalised immediately following the birth, the Employee can agree with the Employer not to take parental leave for a period while the child remains in hospital (the permitted work period).

(g) Only one permitted work period can be agreed and it ends at the earliest of the following:

(i) the time agreed by the Employee and Employer;

(ii) the end of the day of the child's first discharge from hospital after birth;

(iii) if the child dies before being discharged – the end of the day the child dies.

(h) The Employer can require the Employee to provide reasonable evidence that the child has been hospitalised following the birth and that the Employee is fit for work (including by the provision of a medical certificate).

35.13 Provisions relating to payment of paid parental leave

(a) An Employee entitled to paid parental leave is to be paid according to their ordinary working hours at the commencement of parental leave.

(b) In the case of a Part-Time Employee, the Employee is to be paid according to the average hours worked over the period of 12 months immediately preceding the commencement of parental leave if those average hours exceed ordinary working hours at the commencement of parental leave.

(c) An Employee can elect to be paid in advance for paid parental leave or elect to be paid on a fortnightly basis during that leave.

(d) Allowances or penalties for shift or weekend work are not payable during paid parental leave.

(e) An Employee who was in receipt of higher duties allowances for a continuous period of 12 months immediately preceding the commencement of parental leave is to continue to be paid the higher duties allowances during the first 4 weeks of paid parental leave. If the Employee has elected to take parental leave on half-pay, the higher duties allowances are payable at the full rate for those first 4 weeks of paid leave only.

(f) If the employment of an Employee who is being paid parental leave on half-pay is terminated through no fault of the Employee, the Employee is to be paid out any period of unused paid parental leave that is equivalent to the period of leave the Employee would have accessed had they been on parental leave on full pay when their employment was terminated.

(g) An Employee who takes a subsequent period of paid parental leave without returning to work is to be paid on the basis of their employment when they commenced the original period of paid parental leave and is not affected by any intervening period of special parental leave employment under subclause 35.18.

(h) For the purposes of determining the amount of paid parental leave of an Employee to whom subclause 35.22 relating to the modification of duties and transfer to a safe job applies, the ordinary working hours of the Employee are the ordinary working hours before the modification of or absence from work under that clause.

35.14 Extension of period of parental leave

(a) An Employee can apply to the Employer to extend their parental leave by up to 2 years of unpaid leave after the end of the period of parental leave to which they are entitled under this clause.

(b) The period of extended leave is a period of parental leave for the purposes of this clause.

(c) Parental leave can only be extended after the Employee has exhausted all other available paid leave entitlements.

(d) The Employer must agree to an application for the extension of parental leave unless the Employer has reasonable grounds to believe that agreeing to the application would have an adverse impact on the conduct of business or operations of the Employer.

(e) Before a refusal under subclause 35.14(d), the Employer must give the Employee a reasonable opportunity to discuss the application.

(f) The Employer must, as soon as practicable but not later than 21 days after an application for the extension of parental leave is made, give the Employee written notice of:

(i) the decision of the Employer to agree to or refuse the application; and

(ii) if the application is refused - the reasons for the refusal.

(g) An Employee who believes that their application for the extension of parental leave has been unreasonably refused can seek to enforce it as a minimum condition of employment and, in that case, the Employer has the onus of demonstrating that the refusal was justified in the circumstances.

35.15 Interaction with other leave entitlements

(a) An Employee entitled to unpaid parental leave can take any of the following to which they are entitled instead of any part of that parental leave:

(i) accrued annual leave;

(ii) accrued long service leave;

(iii) accrued time off in lieu of overtime;

(b) The period of any such substituted leave or time off:

(i) forms part of the period of unpaid parental leave otherwise authorised by this clause and does not extend the period of parental leave; but

(ii) is treated as paid leave and not unpaid parental leave for the purposes of subclause 35.21 relating to the effect of parental leave on the contract of employment.

35.16 An Employee on parental leave is not entitled to paid sick leave and other paid agreement absences.

35.17 Communication during parental leave

(a) The Employer must take all reasonable steps to inform an Employee who is on parental leave of any decision that significantly affects the status, responsibility level, pay or work location of the Employee and give the Employee an opportunity to discuss the effect of the decision on the Employee's position. The consultation obligations under subclause 7.2 apply to Employees on parental leave.

(b) An Employee on parental leave must notify the Employer of any change in their contact details that might affect the Employer's capacity to comply with this clause.

35.18 Employment during unpaid parental leave

(a) In this clause:

(i) 'keeping in touch day' has the same meaning it has in section 79A of the *Fair Work Act 2009* (Cth) and is one of a maximum of 10 days which enables an Employee to keep in touch with their employment in order to facilitate a return to their employment after the end of parental leave.

(ii) 'special parental leave employment' means employment of an Employee on unpaid parental leave that is of an intermittent nature or for a limited specified period (special temporary employment);

(b) despite anything to the contrary in this clause, an Employee on unpaid parental leave can be employed by their Employer in special parental leave employment during that unpaid parental leave if both parties agree in writing to that employment.

(c) Without limiting this clause, any such parental leave employment can be employment for the purposes of a keeping in touch day.

(d) The following applies to engagement in special parental leave employment:

(i) an Employee can only engage in special parental leave employment during a period of unpaid parental leave that is not substituted with paid leave under subclause 35.15 relating to the interaction with other leave entitlements;

(ii) the period of service in special parental leave employment does not break an Employee's continuity of service or change the Employee's status in regard to their substantive employment;

(iii) in the case of special temporary employment - the period of special parental leave employment counts as qualifying service for all purposes under public sector industrial instruments;

(e) The following applies to the effect of special parental leave employment on unpaid parental leave:

(i) the period of special parental leave employment is taken to be part of the Employee's original period of unpaid parental leave;

(ii) an Employee who immediately resumes unpaid parental leave following a period of special parental leave employment is entitled to extend their period of unpaid parental leave by the period of that special parental leave employment (subject to giving the Employer at least 4 weeks' written notice of the new date on which they intend to complete parental leave and return to work);

(iii) an Employee who does not immediately resume unpaid parental leave following a period of special parental leave employment cannot preserve the unused portion of leave for use at a later date.

35.19 Flexible unpaid parental leave

(a) An Employee can take up to 30 days of their entitlement to unpaid parental leave in separate periods of one or more days each as follows ("flexible parental leave"):

(i) the flexible parental leave can only be taken within the period of 24 months after the birth or date of placement for adoption of the child;

(ii) the flexible parental leave can be taken after the Employee takes other parental leave in connection with the same child.

(b) However, further unpaid parental leave including any extension of unpaid parental leave under subclause 35.14 cannot be taken by an Employee after any flexible parental leave is taken by the Employee in connection with the same child.

(c) If an Employee takes flexible parental leave, the maximum period of parental leave to which the Employee is entitled under this clause is calculated on the basis that the Employee takes all the flexible parental leave days in a single continuous period (on the assumption that the employee works each day that is not a Saturday or Sunday and there are no public holidays during that period).

35.20 Return to work on conclusion of parental leave

(a) An Employee who returns to work at the end of their parental leave is entitled to be employed in:

(i) the same position as the substantive position they held:

(aa) immediately before proceeding on parental leave; or

(bb) immediately before any modification of or absence from work under subclause 35.22(b) relating to the modification of duties and transfer to a safe job; or

(ii) a comparable position.

(b) An Employee who returns to work at the end of parental leave can work on a basis modified from the basis on which they worked immediately before proceeding on parental leave. The modified basis can be part-time work, work on a job-share basis, work on different days or at different times (or both) or work on fewer days or for fewer hours (or both).

(c) An Employee who returns to work on a modified basis can be subsequently required by the Employer to resume work on the same basis as they worked immediately before proceeding on parental leave. Any such requirement can only be made if:

(i) the Employer has reasonable grounds to believe that the continuation of work on that modified basis would have an adverse impact on the conduct of business or operations of the Employer; or

(ii) the child has not reached the compulsory education period under section 6 of the *School Education Act 1999* (WA).

(d) An Employee who returns to work on a modified basis can subsequently apply to the Employer to resume work on the same basis as they worked immediately before proceeding on parental leave. Any such application must be made in writing at least 4 weeks before the Employee wishes to resume work on that same basis.

(e) The Employer must agree to any such application to resume work on the former basis, unless the Employer has reasonable grounds to believe that agreeing to the application would have an adverse impact on the conduct of business or operations of the Employer.

(f) The Employer must give an Employee written notice of the refusal of an application to resume work on the former basis and of the reasons for that refusal, within 21 calendar days of an application being received.

(g) An Employee who believes that their application to resume work on the former basis has been unreasonably refused can seek to enforce it as a minimum condition of employment and in that case the Employer has the onus of demonstrating that the refusal was justified in the circumstances.

35.21 Effect of parental leave on contract of employment

(a) Paid parental leave counts as qualifying service for all purposes.

(b) The qualifying service is to be calculated according to the number of weeks of paid parental leave taken at full pay (or the number of weeks that would have been taken if the parental leave had not been taken at half pay).

(c) Employees who take paid parental leave on half pay do not accrue agreement or other entitlements beyond those that would have accrued had they taken the leave at full pay.

(d) Absence on unpaid parental leave does not break the continuity of service of the Employee.

(e) In calculating a period of service for any purpose under a public sector industrial instrument, any single continuous period of unpaid parental leave:

(i) is not to be taken into account if it exceeds 14 calendar days; and

(ii) is to be taken into account if it does not exceed 14 calendar days.

(f) An Employee on parental leave can terminate their employment at any time in accordance with the required written notice.

(g) An Employer cannot terminate the employment of an Employee on the grounds that the Employee has applied for parental leave or of their absence on parental leave, but otherwise any right of the Employer to terminate employment is not affected by this clause.

35.22 Special provisions relating to pregnant Employees

(a) Fitness for work in current position

(i) If the Employer has reason to believe that the continued performance of duties by a pregnant Employee is a danger to the Employee, fellow Employees or the public, the Employer can require the Employee to provide a certificate from a medical practitioner stating that the pregnant Employee is fit for work in their current position for a period stated in the certificate.

(ii) The Employer is required to pay for any examination by a medical practitioner for the purposes of issuing such a certificate.

(b) Modification of duties and transfer to a safe job

(i) A pregnant Employee can work on a part-time basis in accordance with this Agreement during any one or more periods if the Employee provides the Employer with a certificate from a Medical Practitioner stating that part-time work is, because of the pregnancy, necessary or preferable.

(ii) The work on a part-time basis must be:

(aa) work in the Employee's current position or in a comparable position; and

(bb) on terms that are recorded in writing and in accordance with this Agreement.

(iii) Unless otherwise agreed with the Employer, a pregnant Employee must give at least 4 weeks' written notice to the Employer of their intention to seek a variation in the terms of their part-time work or to revert to employment on a full-time basis.

(iv) If a pregnant Employee is fit for work but it is inadvisable for the employee to continue to perform the duties of their current position for any particular period (the risk period) because of illness or risks arising from the pregnancy or because of hazards connected with their current position, the Employer must, during that period:

(aa) modify the duties of the Employee; or

(bb) transfer the Employee to a safe job in a comparable position (including a position with a different number of ordinary hours agreed to by the Employee).

(v) The Employer can require the pregnant Employee to provide a certificate from a Medical Practitioner or other reasonable evidence that it is inadvisable for the Employee to continue to perform the duties of their current position.

(vi) If the Employer considers that it is not reasonably practicable to modify the duties of the pregnant Employee or transfer the pregnant Employee to a safe job:

(aa) the Employee is entitled to be absent from work during the risk period; and

(bb) the Employee is entitled to be paid the amount they would have reasonably expected to have been paid if they had worked during the risk period; and

(cc) the Employee's leave entitlements are not affected by the absence from work.

(dd) Any such entitlement to be absent from work ends at the earliest of the following:

(1) the end of the risk period stated in the medical certificate or other reasonable evidence provided by the Employee;

(2) the end of the day on which the pregnancy ends (whether with or without the birth of a living child).

35.23 Unpaid special pregnancy leave

(a) A pregnant Employee is entitled to unpaid leave ("unpaid special pregnancy leave") during any period that the Employee is not fit for work because:

(i) the Employee has a pregnancy related illness; or

(ii) the pregnancy ends without the birth of a living child within 28 weeks before the expected date of birth.

(b) In any such case of unfitness for work, the pregnant Employee can take any sick leave to which they are entitled instead of unpaid special pregnancy leave.

(c) A pregnant Employee must give the Employer notice of the taking of unpaid special pregnancy leave. The notice:

(i) must be given as soon as practicable (whether before or after the commencement of the leave); and

(ii) must advise the Employer of the period or expected period of the leave.

(d) The Employer can require the pregnant Employee to provide reasonable evidence that the Employee has become entitled under this clause to unpaid special pregnancy leave (including by the provision of a medical certificate).

(e) The entitlement of a pregnant Employee to parental leave under this clause is not reduced by any period of unpaid special pregnancy leave taken by the Employee while pregnant.

(f) Special pregnancy leave is not required to be taken in a continuous period with parental leave.

(g) Subclause 35.21 relating to the effect of parental leave on the contract of employment applies to unpaid special pregnancy leave in the same way as it applies to parental leave, with any necessary modifications.

35.24 Special provisions relating to adoption

(a) For the purposes of the provisions of this clause relating to parental leave following the adoption of a child by an Employee, the date of placement of a child for adoption means the earlier of the following:

(i) the date on which the Employee first takes custody of the child for adoption;

(ii) the date on which the Employee starts any travel that is reasonably necessary to take custody of the child for adoption.

(b) An Employee is not entitled to parental leave in connection with the adoption of a child unless:

(i) the child is (or will be) under 16 years of age as at the date or expected date of placement of the child for adoption; and

(ii) the child has not (or will not have) lived with the Employee continuously for a period of 6 months or more as at the date or expected date of placement of the child for adoption; and

(iii) the child is not (otherwise than because of the adoption) a child or stepchild of the Employee or the Employee's partner.

(c) Additional unpaid leave in connection with adoption

(i) An Employee seeking to adopt a child is entitled to 2 days' unpaid leave to attend interviews or examinations required as part of the procedure for adoption.

(ii) If the Employee works or resides outside the Perth metropolitan area, the Employee is entitled to an additional day's unpaid leave for that purpose.

(iii) The Employee can take any accrued paid leave to which the employee is entitled for that purpose instead of unpaid leave under this clause.

(d) Termination of parental leave if adoption does not proceed

(i) If a proposed adoption for which parental leave has been granted does not proceed, the parental leave is then terminated.

(ii) The Employee can take any other leave to which they are entitled instead of the terminated parental leave or return to work.

35.25 Partner leave

(a) An Employee is entitled to partner leave while not on parental leave in connection with the birth of a child to, or the adoption of an eligible adoptive child by, the Employee or the Employee's partner.

(b) An eligible adoptive child is a child:

(i) who is under the age of 16 years; and

(ii) who has not lived continuously with the employee for 6 months or longer; and,

(iii) who is not (otherwise than because of the adoption) the child or stepchild of the Employee or the Employee's partner.

(c) Partner leave must be taken immediately following the birth or placement of the child for adoption.

(d) Partner leave is to be taken (subject to available credits) as any combination of the following:

(i) paid annual or long service leave;

(ii) paid accrued time off in lieu of overtime;

(iii) unpaid leave.

(e) Period of partner leave to which an eligible Employee is entitled

(i) An eligible Employee is entitled to 1 week of partner leave.

(ii) An eligible Employee is entitled to apply to the Employer for an extension of their partner leave.

(iii) The period of any extension of partner leave is to be taken as unpaid leave.

(iv) The total period of partner leave and any extension of that leave cannot exceed 8 weeks.

(v) An extension of partner leave can be taken in separate periods of at least 2 weeks or, with the agreement of the Employer, of a shorter period.

(vi) The period of any extension of partner leave must conclude within the period of 12 months after the birth or date of placement for adoption of the child concerned.

(vii) The Employer must agree to an application for an extension of partner leave, unless the Employer has reasonable grounds to believe that granting the leave would have an adverse impact on the conduct of business or operations of the Employer.

(viii) The Employer must give an Employee written notice of the refusal of an application for the extension of partner leave and of the reasons for that refusal.

(ix) An Employee who believes their application for an extension of partner leave has been unreasonably refused can seek to enforce it as a minimum condition of employment and, in that case, the Employer has the onus of demonstrating that the refusal was justified in the circumstances.

(x) An Employee has only a single entitlement, and not separate entitlements, to partner leave for children of a multiple birth or adoption.

35.26 Miscellaneous provisions relating to partner leave

(a) An Employee who intends to take partner leave is required to give the Employer at least 4 weeks' written notice of:

(i) the date on which the Employee proposes to commence the leave; and

(ii) the period of leave proposed to be taken.

(b) An Employee who has given notice of proposed partner leave and before proceeding on leave must give the Employer:

(i) in the case of a pregnancy – a certificate from a Medical Practitioner confirming the pregnancy and the expected date of birth; or

(ii) in the case of a proposed adoption – a statement of the expected date of placement of the child for adoption.

(c) Partner leave taken by an Employee does not affect any entitlement the Employee or their partner can have to parental leave. However, partner leave that is taken by an Employee as unpaid leave counts as part of the parental leave entitlement of the Employee in connection with the birth or adoption of the child concerned.

(d) Any public holiday that falls during partner leave is counted as part of that leave and does not extend the period of partner leave.

(e) The taking of partner leave as personal leave does not affect an Employee's entitlement to take more than a week's personal leave for any purpose for which personal leave can be taken.

(f) An Employee on unpaid partner leave is not entitled to any paid sick leave in accordance with clause 38 – Entitlement to Leave and Allowances through Illness or Injury of this Agreement. Subclause 35.21 relating to effect of parental leave on the contract of employment applies to partner leave in the same way as it applies to parental leave, with any necessary modifications.

35.27 Grandparental leave

(a) An eligible grandparent is entitled to grandparental leave following the birth or adoption of a grandchild of the employee.

(b) An eligible grandparent is an Employee who:

(i) is primarily responsible for the care and supervision of their grandchild on a part-time basis; and

(ii) provides that care and supervision during what would be the Employee's ordinary hours of work (but for the employee providing care to their grandchild).

(c) An Employee is not entitled to grandparental leave in connection with the adoption of a grandchild unless:

(i) the grandchild is under the age of 5 years; and

(ii) the grandchild has not lived continuously with the adoptive parents for 6 months or longer; and,

(iii) the grandchild is not (otherwise than because of the adoption) the grandchild or grand stepchild of the Employee.

(d) An Employee has only a single entitlement, and not separate entitlements, to grandparental leave for grandchildren of a multiple birth or adoption.

(e) An Employee is not entitled to grandparental leave if they have taken or are on parental leave in connection with the birth or adoption of the same grandchild of the Employee.

35.28 Period of grandparental leave to which an eligible Employee is entitled

(a) An eligible grandparent is entitled to 52 weeks of unpaid grandparental leave.

(b) The period of grandparental leave —

(i) can commence any time within 24 months after the birth or date of placement for adoption of the Employee's grandchild; and

(ii) must conclude within the period of 12 months after the commencement of grandparental leave.

(c) With the agreement of the Employer, an Employee can take grandparental leave on a part-time basis, provided they are primarily responsible for the care and supervision of their grandchild on those days the leave is taken.

(d) If an Employee takes less than the maximum period of grandparental leave to which they are entitled, the unused balance of leave cannot be banked or preserved in any way.

35.29 Miscellaneous provisions relating to grandparental leave

(a) An Employee who intends to take grandparental leave is required to give the Employer at least 4 weeks' written notice of:

(i) the date on which the Employee proposes to commence the leave; and

(ii) the period of leave proposed to be taken.

(b) The Employer can waive the notice period in exceptional circumstances.

(c) The Employer can require an Employee who has given notice of proposed grandparental leave to provide reasonable evidence that the Employee is entitled to grandparental leave.

(d) Subclause 35.17 relating to communication during parental leave and subclause 35.21 relating to the effect of parental leave on the contract of employment apply to grandparental leave in the same way as they apply to parental leave, with any necessary modifications.

36 COMPASSIONATE LEAVE FOR EARLY PREGNANCY LOSS

36.1 An Employee is entitled to up to three consecutive days of paid compassionate leave on each occasion a pregnancy ends without the birth of a living child up to 20 weeks before the expected date of birth. An Employee is entitled to leave under this clause if they or their Partner were pregnant.

36.2 Leave commences from the date the pregnancy ends and is not to be taken during any other period of leave, including unpaid leave.

36.3 The Employee must provide notice as soon as reasonably practicable indicating the period of leave sought and anticipated return to duty.

36.4 The Employer can require reasonable evidence that an early pregnancy loss has occurred such as a medical certificate or a recognition certificate for early pregnancy loss issued by the WA Registry of Births, Deaths and Marriages.

36.5 The provisions of subclause 36.1 apply to a Part-Time Employee on a pro rata basis.

37 FOSTER CARER'S LEAVE

37.1 Foster carer's leave is available to Employees who are foster carers in the state of Western Australia to enable them to attend to the care of child in an emergency or other out of home care placement. Foster carer includes kinship arrangements and respite care that has not been determined to be permanent.

37.2 Permanent Employees have access to three paid days of non-cumulative leave per calendar year.

37.3 Employees must give reasonable notice prior to taking foster carer's leave and must provide an estimate of the period of absence from work.

37.4 Employees can, by agreement with their Employer, take foster carer's leave in minimum periods of one hour.

37.5 Leave credits can be used to attend training associated with the Employee's foster carer responsibilities.

37.6 Employees must provide the Employer with documentation supporting their eligibility for the leave.

38 ENTITLEMENT TO LEAVE AND ALLOWANCES THROUGH ILLNESS OR INJURY

38.1 For the purposes of this clause, 'divisional superintendent' means the Divisional Superintendent of the Health, Welfare and Safety Division of the Agency.

38.2 An Employee who becomes incapacitated due to illness or injury shall, as soon as possible:

(a) notify their Officer in Charge of that fact and of their whereabouts; and

(b) notify the divisional superintendent of the nature of the illness or the nature and cause of the injury, as the case may be.

38.3 Evidence requirements

(a) An application for leave by an Employee on account of incapacity shall be supported by a certificate of a Medical Practitioner or, where the incapacity involves a dental condition, by a certificate of a Dentist.

(b) Where an Employee is stationed in a remote or rural locality and there is no Medical Practitioner within that locality, a certificate from an attending Registered Nurse or certification of the incapacity by the Employee's Officer in Charge shall suffice.

(c) Exceptions to the above evidence requirements in subclauses 38.3(a) and 38.3(b) are as follows:

(i) Where an Employee becomes incapacitated while on duty – no certification is required.

(ii) For five days in a calendar year (up to three of which may be consecutive) – no certification is required.

(iii) For up to a further ten single days in a calendar year – a certificate from a Health Practitioner is sufficient.

(d) Where the Employer has good reason to believe that the absence may not be legitimate, the Employer may request evidence be provided.

38.4 The application for leave shall be:

(a) in a form approved by the Employer; and

(b) submitted to the manager, and

(c) the certificate in its support shall be submitted to the Employee's Officer in Charge.

38.5 Subject to subclause 38.3, and an Employee's compliance with subclauses 38.4(a), 38.4(b) and 38.4(c), the Employer may grant the Employee leave of absence with pay:

(a) for up to 168 days in a calendar year; and

(b) subject to any terms or conditions and recommendations by the divisional superintendent, for a further period.

38.6 Except where an Employee is incapacitated through their own fault or misconduct, subject to any terms and conditions imposed under subclause 38.5(b) in respect of a period of leave or absence approved under subclause 38.5, the Employee is entitled to receive any special allowances which they would have received under this Agreement if they had not been incapacitated.

38.7 The district allowance prescribed by *District Allowance (Government Officers) General Agreement 2010* or any subsequent replacement agreement ceases to be payable:

(a) after an incapacitated Employee and the Family of that Employee have been absent from the Employee's region for a continuous period exceeding six weeks; and

(b) for so long thereafter as that absence continues.

38.8 Illness or injury through Employee's fault or misconduct

(a) An Employee who suffers illness or injury through the Employee's fault or misconduct is not entitled to paid leave contained within the provisions of subclauses 38.5(a) and 38.5(b), in respect of absence from duty resulting from that illness or injury.

(b) An Employee who suffers illness or injury through the Employee's fault or misconduct is not entitled in respect of that illness or injury to receive the benefits contained under clause 41 – Work Related Medical and Hospital Expenses or clause 42 – Non-Work-Related Medical and Pharmaceutical Expenses of this Agreement.

38.9 Secondary employment

(a) Where the incapacity of an Employee results from the carrying on by the Employee of an occupation for which they received or expected to receive remuneration, outside of the Employee's duties as an Employee the Employer may grant or refuse to grant paid leave to the Employee in respect of the Incapacity or may grant the Employee leave at a reduced rate of pay.

(b) During an absence from duty due to incapacitation, an Employee shall not engage for reward in any other occupation or activity.

38.10 An Employee who is incapacitated and has been absent from duty for longer than four weeks shall, before returning to duty, submit evidence of the medical fitness to return to duty to the divisional superintendent.

38.11 Directed medical examination

(a) At the expense of the Employer, the Employer may direct an Employee to submit to examination by one or more Medical Practitioners nominated in each instance by the Employer and the Employee shall obey such a direction.

(b) Where an Employee has been examined under subclause 38.11(a) and the examining Medical Practitioner expresses the opinion in writing to the Employer that the Employee is unfit for duty because of illness or injury, the Employer may

direct the Employee to apply for leave on that ground and the Employee shall obey such a direction.

38.12 An Employee who is required to travel to Perth or a location other than their locality for medical treatment arising from a work-related illness or injury, is entitled to travel allowances in accordance with clause 27 – Travelling Allowances of this Agreement.

38.13 War Caused Illness

(a) An Employee who produces a certificate from the Department of Veterans' Affairs stating that the Employee suffers from war caused illness is granted special leave credits of 15 working days per annum on full pay in respect of that war caused illness. These credits accumulate up to a maximum credit of 45 working days, and are recorded separately to the Employee's normal sick leave credit.

(b) Every application for leave for war caused illness must be supported by a certificate from a registered medical practitioner as to the nature of the illness.

38.14 Mental health

(a) The Employer is committed to providing mentally healthy workplaces. This includes working to eliminate stigma attached to mental health in the workplace and providing support and assistance to Employees to manage mental health (e.g., through Employee Assistance Program (EAP) services and training).

(b) The Employer must do what is reasonably practicable to eliminate or minimise risks to psychological health and safety in the workplace. In consultation with the Work Health and Safety (WHS) Committee, the Employer must assess and implement suitable control measures to eliminate or minimise workplace contributory risks in accordance with legislative requirements. The WHS Committee will update the Joint Consultative Committee (JCC) on progress as appropriate.

(c) The Employer must ensure that managers and supervisors undertake appropriate training to effectively prevent and manage harm from psychosocial risks identified in the workplace. The Employer must provide the JCC with data on completed training when requested.

39 CARER'S LEAVE

39.1 Employees are entitled to up to 40 hours of carer's leave per calendar year to provide required care or support for a family member due to:

(a) an illness or injury of the family member; or

(b) an unexpected emergency affecting the family member.

39.2 Where Employees have exhausted the entitlements provided under subclause 39.1 they are able to access up to an additional 40 hours of the sick leave prescribed under clause 38 – Entitlement to Leave and Allowances through Illness or Injury of this Agreement, per calendar year to provide required care or support for a family member.

39.3 For the purposes of this clause a 'family member' means

(a) the Partner of the Employee;

(b) the child, step child or grandchild of the Employee (including an adult child, step child or grandchild);

(c) the parent, step parent, or grandparent whether they live with the Employee or not;

(d) the sibling of an Employee; or

(e) any other person who, at or immediately before the carer's leave, lived with the Employee as a member of the Employee's household.

39.4 An Employee who claims to be entitled to carer's leave is to provide the Employer with evidence that would satisfy a reasonable person of the entitlement.

39.5 Carer's leave is not cumulative from year to year.

40 FAMILY AND DOMESTIC VIOLENCE LEAVE

40.1 In recognition that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work, the Employer has agreed to the leave which is the subject of this clause. The Employer is committed to providing support to Employees that experience Family and Domestic Violence

40.2 An Employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of Family and Domestic Violence.

40.3 The Employer does not tolerate Employees perpetrating Family and Domestic Violence in or from the workplace. Employees must not use work facilities to perpetrate Family and Domestic Violence. Any such conduct is a breach of employment obligations and any Employees who do so will face disciplinary action.

40.4 Definition of family and domestic violence

(a) The meaning of 'family and domestic violence' is in accordance with the definition of "family violence" in the *Restraining Orders Act 1997* (WA) (section 5A).

(b) To avoid doubt, this definition includes behaviour that:

(i) is physically or sexually abusive;

(ii) is emotionally or psychologically abusive;

(iii) is economically abusive;

(iv) is threatening;

(v) is coercive; or

(vi) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; and/or

(vii) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

40.5 Access to family and domestic violence leave

(a) In accordance with the following subclauses, an Employee may make application for leave to deal with activities related to family and domestic violence. The Employer will assess each application and give consideration to the personal circumstances of the Employee seeking the leave.

(b) Such activities related to family and domestic violence may include, but are not limited to: attendance at medical appointments, legal proceedings, counselling, appointments with a Medical or Legal Practitioner, relocation or making other safety arrangements, and other matters of a compassionate or pressing nature related to the family and domestic violence which arise without notice and require immediate attention.

(c) Subject to subclauses 40.5(a) and 40.5(b) an Employee experiencing family and domestic violence will have access to 10 non-cumulative days per year of paid family and domestic violence leave, in addition to their existing leave entitlements

40.6 Upon exhaustion of the leave entitlement in subclause 40.7, an Employee will be entitled to up to two days' unpaid family and domestic violence leave on each occasion.

40.7 Family and domestic violence leave does not affect salary increment dates, sick leave entitlements, long service leave entitlements or annual leave entitlements.

40.8 Subject to the Employer's approval of the application, family and domestic violence leave may be taken as whole or part days off.

40.9 Notice and evidentiary requirements

(a) An Employee shall give the Employer notice as soon as reasonably Practicable of their request to take leave under this clause.

(b) Supporting evidence of family and domestic violence may be required to access paid leave entitlements; however, this should not be onerous on an Employee. Leave can be granted without supporting documentation when the Employer is satisfied that it is not required.

(c) Evidence may include a document issued by the police, a court, a legal service, a health professional, a counsellor, a financial institution, a family and domestic violence support service, or a refuge service. A statutory declaration may also be provided.

40.10 Such evidence will be dealt with in accordance with the confidentiality provisions outlined in subclause 40.12. Only the Employee will retain a copy of the evidence and information will not be kept on an Employee's personnel file, unless otherwise agreed.

40.11 Access to other forms of leave

(a) Subject to the leave provisions of this Agreement, an Employee experiencing family and domestic violence may use other leave entitlements.

(b) Subject to the Employer's approval of the application, and sufficient leave credits being available, leave may be taken as whole or part days off.

(c) Forms of other paid leave include:

(i) sick leave entitlements; and/or

(ii) annual leave; and/or

(iii) accrued long service leave; and/or

(iv) purchased leave; and/or

(v) accrued time off in lieu of overtime.

(d) Approval of leave without pay is subject to the provisions of this Agreement.

40.12 Confidentiality

(a) The Employer will take all reasonable steps to ensure any information disclosed by Employees regarding family and domestic violence is kept strictly confidential. Disclosure will be on a need-to-know basis only and only to maintain safety. Where possible, disclosure will only occur with the express consent of the Employee.

(b) The Employer will take reasonable steps to ensure any information or documentation provided by an Employee regarding family and domestic violence is kept confidential. Generally speaking, only the Employee will retain a copy of evidence for accessing family and domestic violence leave and information will not be kept on the Employee's personnel file, unless otherwise agreed.

(c) Subsequent disclosure within the Agency should be on a need-to-know basis , for example if there is a potential for workplace safety to be impacted.

(d) This clause does not override any legal obligations to disclose information.

40.13 Contact person

The Employer will identify contact/s within the workplace who will be trained in family and domestic violence and associated privacy issues. The Employer will advertise the name of any family and domestic violence contacts within the workplace.

40.14 Individual support

(a) Where there is a risk to the personal health or safety of an Employee who is experiencing or has experienced family and domestic violence, the Employer, where appropriate, may:

(i) facilitate flexible working arrangements such as changes to hours/days worked, working different days or length of days, changes to shift/rostering arrangements; and/or

(ii) make workplace modifications including changes to the Employee's telephone number, email address and/or, the Employee's work location.

(b) An Employee who is experiencing or has experienced family and domestic violence may access confidential counselling support via the Employee Assistance Program.

40.15 Workplace safety

(a) Where an Employee raises issues of family and domestic violence, the Employer should establish with the Employee the level of risk and seek advice from their human resource/safety specialist to review and implement specific safety and emergency management systems and plans.

(b) With the exception of access to the Employee Assistance Program which is available to all Employees, the provisions of this clause are only applicable to Employees who are victims of family and domestic violence.

41 WORK RELATED MEDICAL AND HOSPITAL EXPENSES

41.1 Subject to the provisions contained within subclause 38.8(b), the Employer shall pay the reasonable medical, dental, medical aides, hospital and travelling expenses incurred by an Employee as a result of illness or injury arising out of or in the course of the Employee's duties or suffered by the Employee in the course of travel to or from a place of duty.

42 NON WORK-RELATED MEDICAL AND PHARMACEUTICAL EXPENSES

42.1 Medical and pharmaceutical expense

(a) Subject to the provisions contained within subclause 38.8(b), the Employer may pay the reasonable medical illness or injury related expenses (less the amount of any Medicare Benefits and private health insurance or other benefit fund, paid or payable) of an Employee who receives:

(i) any consultation, treatment or other service by a Medical Practitioner; or

(ii) any required services not provided by a Medical Practitioner but provided under a referral given by a Medical Practitioner.

(b) An Employee is entitled to reimbursement by the Employer of the cost of a medicine supplied by a Pharmacist on the prescription of a Medical Practitioner if, at the time of issue of the prescription, the medicine was specified in the Pharmaceutical Benefits Schedule.

(c) Subject to evidentiary requirements in subclause 38.3, a regional based Employee who requires medical attention at a medical facility in Western Australia located 240km or more from their Headquarters will be entitled to paid travel time undertaken during the Employee's ordinary working hours, up to 40 hours per annum.

42.2 Exclusion

Without affecting by implication the meaning of 'medical illness or injury related expenses' in subclause 42.1, the Employer shall not be liable for any medical or pharmaceutical expenses referred to in subclauses 42.1(a) and 42.1(b) associated with the following:

(a) All dental procedures performed by a Dentist or Surgeon.

(b) Elective surgery for cosmetic (e.g., breast implants, liposuction, gastric banding), contraception, and conception procedures.

(c) Illness or injury caused through the Employee's fault or misconduct.

(d) Obstetrician costs in excess of $2000 per financial year.

(e) Illness or injury caused by Secondary Employment.

(f) Illness or injury due to participation in the following sporting activities:

(i) Racing, other than on foot;

(ii) Diving with an artificial breathing device (unless the Employee has an open water diving certificate or is being directly supervised by a qualified diving instructor);

(iii) Hang-gliding, skydiving or activities involving a parachute;

(iv) Mountaineering or rock climbing;

(v) Hunting;

(vi) Yachting which involves sailing in international waters; or

(vii) Any sporting activity played in a professional capacity for which the Employee receives a financial sponsorship or other financial reward.

(g) Illness or injury that occurs during a period of leave without pay.

(h) Surgery for which there is no Medicare number at the time of the surgery.

(i) Medical and pharmaceutical expenses incurred by Employees whilst outside of Western Australia on paid or unpaid leave.

42.3 Making a claim

(a) Claims are to be submitted to the Personnel Services Division as soon as practicable after the expense is incurred, subject to the provisions of subclause 42.3(b). Employees are allowed a period 24 months from the date of treatment to claim reimbursement.

(b) An Employee claiming reimbursement of expenditure shall submit with their claim:

(i) in the case of expenditure of a kind referred to in subclause 42.1(a):

(aa) a receipt for the amount paid;

(bb) a statement of the amount received as Medicare Benefits;

(cc) a statement of the amount received from a private health insurer or other benefit fund;

(dd) where applicable, documentary evidence that the health service not provided by a Medical Practitioner was

provided under a referral given by a Medical Practitioner; and

(ii) in the case of expenditure of a kind referred to in subclause 42.1(b), a receipt for the amount paid. The Employer, before approving payment, may require the Employee to supply additional information as to the identity of the person treated, the amount paid or, where applicable, the prescription.

43 RETIREMENT, REMOVAL OR DEATH OF AN EMPLOYEE

43.1 Retirement

An Employee may retire on attaining the age of 55 years by giving the appropriate period of notice.

43.2 Examination by Medical Board

(a) Where the Employer is of the opinion that an Employee is not fit for further service, they may direct the Employee to be examined by a Medical Board.

(b) The Medical Board referred to in subclause 43.2(a) shall consist of three legally qualified Medical Practitioners nominated by the person who holds or acts in the office of Commissioner of Health under the *Public Health Act 2016* (WA).

(c) An Employee shall not fail to carry out a direction given pursuant to subclause 43.2(a).

(d) Where the Medical Board referred to in subclause 43.2(b), reports to the Employer that the Employee in question is unfit for further active service, the Employer shall advise the Employee of the date the Employee will cease duty.

43.3 Allowances paid on death of an Employee

Where an Employee dies, the Partner of the Employee and such of the children of the Employee as are under the age of 18 years are entitled to the allowances prescribed by clause 27 – Travelling Allowance and clause 26 – Transfer and Removal Allowance of this Agreement for the conveyance of themselves and their furniture and effects to the Metropolitan Area or to any part of the State approved by the Employer.

43.4 Leave entitlement to be paid out on death of an Employee

The Employer may grant to the relatives of the Employee who were dependent on the Employee at the date of the Employee's death, the monetary equivalent of the following computed to the date of death:

(a) annual leave accrued and owing to the Employee;

(b) long service leave accrued and owing to the Employee; and

(c) Pro-rata annual and long service leave, and annual leave loading, for each completed month of service of the Employee in the current year.

44 CULTURAL LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDERS

44.1 Employees who identify as Aboriginal or Torres Strait Islanders are entitled to paid cultural leave which can be accessed to participate in any of the following:

(a) Cultural and ceremonial obligations under Aboriginal or Torres Strait Islanders lore, customs or traditional law; and

(b) Community cultural events such as National Aboriginal and Islanders Day Observance Committee (NAIDOC) Week activities, Reconciliation Week or Coming of the Light festival.

44.2 Up to five days of paid cultural leave per calendar year will be available under this clause. The leave need not be taken in one continuous period. Paid cultural leave will not accrue from year to year and will not be paid out on termination.

44.3 The Employer will assess each application for cultural leave on its merits and give consideration to the personal circumstances of the Employee seeking the leave.

44.4 The Employer may request reasonable evidence of the legitimate need for the Employee to be allowed time off.

44.5 If the Employer requires an Employee to attend to business associated with an Aboriginal or Torres Strait Islander organisation, or an organisation that works to facilitate Aboriginal or Torres Strait Islanders interests, the attendance is considered to be a part of the Employee's normal duties and the Employee need not access leave under this or any other clause to enable it.

44.6 Cultural leave granted under this clause is in addition to the leave provided by clause 34 – Bereavement Leave and clause 45 – Cultural/Ceremonial Leave of this Agreement.

45 CULTURAL/CEREMONIAL LEAVE

45.1 Subject to agreement between the Employer and the Employee and sufficient leave credits being available, Employees are entitled to time off without loss of pay for cultural/ceremonial purposes.

45.2 Such leave shall include leave to meet the Employee's customs, traditional law and to participate in cultural/ceremonial activities.

45.3 Cultural/ceremonial leave may be taken as whole or part days off. Each day or part thereof shall be deducted from:

(a) the Employee's annual leave entitlements; or

(b) the Employee's accrued long service leave entitlements, in full days only; or

(c) time off in lieu.

45.4 Time off without pay may be granted by arrangement between the Employer and the Employee for cultural/ceremonial purposes.

45.5 The Employer may request reasonable evidence of the legitimate need for the Employee to be allowed time off.

46 PURCHASED LEAVE – 42/52 LEAVE ARRANGEMENT

46.1 The Employer and an Employee may agree to enter into an arrangement whereby the Employee can purchase up to 10 weeks' additional purchased leave.

46.2 The Employer will assess each application for a purchased leave – 42/52 salary arrangement on its merits and give consideration to the personal circumstances of the Employee seeking the arrangement.

46.3 Where an Employee is applying for purchased leave of between five and 10 weeks, the Employer will give priority access to those Employees with caring responsibilities.

46.4 Access to this entitlement shall be subject to:

(a) the Employee having satisfied the Employer's accrued leave management policy; and

(b) the requirement for an Employee who has purchased nine weeks' leave to take one week's annual leave before accessing purchased leave; and

(c) the requirement for an Employee who has purchased 10 weeks' leave to take two weeks' annual leave before accessing purchased leave.

46.5 Notwithstanding subclauses 46.4(b) and 46.4(c) and where the Employee requests it, the Employer may allow an Employee to access purchased leave before they have accessed one- or two-weeks' annual leave, whichever applies. Any such request may only be refused by the Employer if there are reasonable grounds to do so.

46.6 The provisions of subclauses 46.4(b) and 46.4(c) do not apply to an Employee who purchases less than nine weeks' leave.

46.7 An agreement to take a reduced salary spread over the 52 weeks of the year will yield the following amounts of purchased leave.

Number of weeks salary spread over 52 weeks	Number of weeks Purchased Leave
42	10
43	9
44	8
45	7
46	6
47	5
48	4
49	3
50	2
51	1

46.8 Untaken purchased leave

(a) Purchased leave is not able to be accrued. An Employee is entitled to pay in lieu of any purchased leave not taken. In the event that the Employee is unable to take such purchased leave, their salary will be adjusted in the last pay period in

February to take account of the fact that time worked during the previous year was not included in their salary.

(b) Untaken purchased leave will be paid out at the rate at which it was purchased.

46.9 Purchased leave and higher duties allowance

(a) Where an Employee in receipt of an allowance provided for in clause 22 – Higher Duties Allowance of this Agreement proceeds on any period of purchased leave, the Employee shall not be entitled to receive payment of the allowance for any period of purchased leave.

(b) Other than when an Employee is on a period of purchased leave, the higher duties allowance component of the Employee's salary shall not be affected by an agreement to reduce the Employee's salary for purchased leave purposes.

46.10 Overtime is paid at the ordinary rate of salary and not the reduced rate.

46.11 In the event that a Part-Time Employee's ordinary working hours are varied during the year, the salary paid for such leave will be adjusted in the last pay in February to take into account any variations to the Employee's ordinary working hours during the previous year.

47 PURCHASED LEAVE – DEFERRED SALARY SCHEME

47.1 With the written agreement of the Employer, an Employee may elect to receive, over a four-year period, 80% of the salary they would otherwise be entitled to receive in accordance with clause 10 – Salaries of this Agreement.

47.2 On completion of the fourth year, an Employee will be entitled to 12 months' leave and will receive an amount equal to 80% of the salary they were otherwise entitled to in the fourth year of deferment.

47.3 Where an Employee completes four years of deferred salary service and is not required to attend duty in the following year, the period of non-attendance shall not constitute a break in service and shall count as service on a pro rata basis for all purposes.

47.4 An Employee may withdraw from this scheme prior to completing a four-year period by written notice. The Employee will receive a lump sum payment of salary forgone to that time but will not be entitled to equivalent absence from duty.

47.5 The Employer will ensure that the superannuation arrangements and taxation effects are fully explained to the Employee by the relevant Authority. The Employer will put any necessary arrangements into place.

48 LEAVE WITHOUT PAY

48.1 Subject to the provisions of subclause 48.2, the Employer may grant an Employee leave without pay for any period and is responsible for the placement of that Employee on their return.

48.2 Every application for leave without pay will be considered on its merits and may be granted provided:

(a) the work of the Employer is not inconvenienced; and

(b) all other leave credits of the Employee are exhausted.

48.3 Sports scholarship leave

(a) Subject to the provisions of subclause 48.2, the Employer may grant an Employee who has been awarded a sporting scholarship by the Australian Institute of Sport, leave without pay.

(b) An Employee who is granted leave without pay to accept a scholarship from the Australian Institute of Sport will have that absence count as qualifying service for all purposes except annual leave.

48.4 Unless otherwise specified in this Agreement, any continuous period of leave without pay which exceeds two weeks will not count as qualifying service for any purpose.

49 CAREER BREAK

49.1 An Employee who has met the requirements in subclause 49.2 may make an application to take an unpaid career break.

49.2 An Employee at or below the rank of Sergeant will be eligible to apply for a career break of no more than 12 months upon the completion of 12 consecutive years' service as a police officer with the Employer.

49.3 The Employer shall consider the application and shall:

(a) Make known its decision of acceptance or rejection within four weeks of the application.

(b) In the case of their rejection of the application, provide the Employee with written reasons for the rejection.

(c) In the case of accepting the application, require the Employee to exhaust all other leave types at the commencement of the career break.

49.4 The Employer may only reject applications due to operational and service delivery requirements.

49.5 Before the start of the career break, the Employee shall agree with the Employer:

(a) the date on which the career break is to start;

(b) the length of the career break, which shall not be greater than one year; and

(c) the end date of the career break.

49.6 During the career break, the Employee shall only advise of any change in circumstances regarding secondary employment for review by the Employer. The Employer will not unreasonably withhold agreement to a career break due to changed circumstances.

49.7 The Employee may elect to return from the career break prior to the end date by providing four weeks' notice. The notice period may be reduced if the Employee and Employer so agree.

49.8 Other than as provided in subclause 49.5, the Employer shall not unreasonably request the Employee to return from the career break earlier than the agreed date.

49.9 A pregnant Employee shall be entitled to cease their career break and is entitled to the provisions of clause 35 – Parental Leave of this Agreement.

50 BLOOD/PLASMA DONORS LEAVE

50.1 Subject to operational requirements, Employees shall be entitled to absent themselves from the workplace in order to donate blood or plasma in accordance with the following general conditions:

(a) prior arrangements with their supervisor have been made and at least two days' notice has been provided; or

(b) the Employee is called upon by the Australian Red Cross Blood Service.

50.2 The notification period shall be waived or reduced where the supervisor is satisfied that operations would not be unduly affected by the Employee's absence.

50.3 The Employee shall be required to provide proof of attendance at the Australian Red Cross Blood Service upon return to work.

50.4 Employees shall be entitled to two hours of paid leave per donation for the purpose of donating blood or plasma to the Australian Red Cross Blood Service.

51 WAPU COMMUNICATION WITH MEMBERS AND UNION FACILITIES FOR UNION REPRESENTATIVES

51.1 The Employer will recognise Union representatives in the WA Police Force and will allow them to carry out their role and functions.

51.2 The Union will advise the Employer in writing of the names of the Union representatives in the WA Police Force.

51.3 The Employer shall recognise the authorisation of each Union representative in the WA Police Force and shall provide them with:

(a) Paid time off from normal duties to perform their functions as a Union representative such as organising, recruiting, individual grievance handling, collective bargaining, involvement in the Electorate Delegates Committee and to attend Union business;

(b) Access to facilities required for the purpose of carrying out their duties. Facilities may include, but are not be limited to, the use of filing cabinets, meeting rooms, telephones, fax, email, Internet, photocopiers and stationery. Such access to facilities shall not unreasonably affect the operation of the organisation and shall be in accordance with normal Agency protocols.

(c) A notice board for the display of Union materials including broadcast email facilities.

(d) Notification of the commencement of new Employees and, as part of their induction, time to discuss the benefits of Union membership with them.

(e) Access to awards, agreements, policies and procedures.

(f) Access to information on matters affecting Employees in accordance with clause 7 – Introduction of Change of this Agreement.

(g) The names of any Equal Opportunity representatives and health and safety representatives.

51.4 The Employer recognises that it is paramount that Union representatives in the workplace are not threatened in any way as a result of their role as a Union representative.

52 LEAVE TO ATTEND TO UNION BUSINESS

52.1 The Employer shall grant paid leave at the ordinary rate of pay during normal working hours to an Employee:

(a) who is required to attend or give evidence before any Industrial Tribunal;

(b) who, as a Union nominated representative, is required to attend any negotiations and/or proceedings before an Industrial Tribunal and/or meetings with Ministers of the Crown, their staff or any other representative of Government;

(c) when prior arrangement has been made between the Union and the Employer for the Employee to attend official Union meetings preliminary to negotiations and/or Industrial Tribunal proceedings;

(d) who, as a Union nominated representative, is required to attend joint Union/management consultative committees or working parties; and,

(e) where the Employee is a Director of the Union and is required to attend meetings to fulfil that role.

52.2 The granting of leave is subject to the Employer's convenience and shall only be approved:

(a) where reasonable notice is given for the application for leave;

(b) for the minimum period necessary to enable the Union business to be conducted or evidence to be given; and

(c) for an Employee whose attendance is essential.

52.3 The Employer shall not be liable for any expenses associated with an Employee attending to Union business.

52.4 Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.

52.5 An Employee shall not be entitled to paid leave to attend to Union business other than as prescribed by this clause.

52.6 The provisions of this clause shall not apply to:

(a) special arrangements made with the Union which provide for unpaid leave for Employees to conduct Union business; and

(b) when an Employee is absent from work without the approval of the Employer.

53 TRADE UNION TRAINING LEAVE

53.1 Subject to the Employer's convenience, paid leave of absence shall be granted by the Employer to Employees who are nominated by the Union to attend short courses or seminars approved by agreement between the Employer and the Union.

53.2 An Employee shall be granted up to a maximum of five days' paid leave per calendar year for trade Union training or similar courses or seminars as approved. However, leave of absence in excess of five days and up to 10 days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed 10 days.

53.3 Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime.

53.4 Where a public holiday or rostered day off falls during the duration of a course, a day off in lieu of that day will not be granted.

53.5 Subject to subclause 53.3, shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.

53.6 A Part-Time Employee shall receive the same entitlement as a full-time Employee, but payment shall only be made for those hours that would normally have been worked but for the leave.

53.7 Application

(a) Any application by an Employee shall be submitted to the Employer for approval at least four weeks before the commencement of the course unless the Employer agrees otherwise.

(b) All applications for leave shall be accompanied by a statement from the Union indicating that the Employee has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the authority which is conducting the course.

53.8 A qualifying period of 12 months' service shall be served before an Employee is eligible to attend courses or seminars of more than half a day duration. The Employer may, where special circumstances exist, approve an application to attend a course or seminar where an Employee has less than 12 months' service.

53.9 The Employer shall not be liable for any expenses associated with an Employee's attendance at trade union training courses.

53.10 Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before and/or after the course.

54 LEAVE FOR INTERNATIONAL SPORTING EVENTS

54.1 Special leave with pay may be granted by the Employer to an Employee chosen to represent Australia as a competitor or official at a sporting event which meets the following criteria:

(a) it is a recognised international amateur sport of national significance; or

(b) it is a world or international regional competition; and

(c) no contribution is made by the sporting organisation towards the Normal Salary of the Employee.

54.2 The Employer shall make enquiries with the Department of Local Government, Sport and Cultural Industries as to:

(a) whether the application meets the above criteria; and

(b) the period of leave to be granted.

55 LEAVE FOR TRAINING WITH DEFENCE FORCE RESERVES

55.1 For the purposes of this clause 'defence service' means service, including training, in a part of the Reserves or Cadets.

55.2 The Employer must grant leave of absence for the purpose of defence service to an Employee who is a volunteer member of the Australian Defence Force Reserves or the Australian Defence Force Cadets.

55.3 Leave of absence may be paid or unpaid in accordance with the provisions of this clause.

55.4 Application for leave of absence for defence service shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the Employee shall provide a certificate of attendance to the Employer.

55.5 Paid leave

(a) An Employee who is a volunteer member of the Australian Defence Force Reserves or the Australian Defence Force Cadets is entitled to paid leave of absence for defence service, subject to the conditions set out hereunder.

(b) Part-Time Employees shall receive the same paid leave entitlement as full-time Employees but payment shall only be made for those hours that would normally have been worked but for the leave.

(c) On written application, an Employee shall be paid salary in advance when proceeding on such leave.

(d) An Employee is entitled to paid leave for a period not exceeding 112 hours on full pay in any period of twelve months commencing on 1 July in each year.

(e) An Employee is entitled to a further period of paid leave not exceeding 16 calendar days, in any period of 12 months commencing on 1 July. Pay for this leave shall be at the rate of the difference between the normal remuneration of the Employee

and the Defence Force payments to which the Employee is entitled if such payments do not exceed Normal Salary. In calculating the pay differential, pay for Saturdays, Sundays, public holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the Employee.

55.6 Unpaid leave

Any leave for the purpose of defence service that exceeds the paid entitlement prescribed in subclause 55.5 shall be unpaid.

55.7 Use of other leave

(a) An Employee may elect to use annual or long service leave credits for some or all of their absence on defence service, in which case they will be treated in all respects as if on normal paid leave.

(b) The Employer cannot compel an Employee to use annual or long service leave for the purpose of defence service.

56 PUBLIC HEALTH EMERGENCY LEAVE

56.1 In this clause:

(a) 'public health emergency' means an incident or emergency that is the subject of Directions issued under Parts 11 or 12 of the Public Health Act 2016 (WA).

(b) 'diagnosed person' means a person who has a current positive test for a disease the subject of the public health emergency or an incident that is deemed a serious public health risk by way of a testing or diagnostic regime accepted within the WA health system as being a reliable indicator that the person has the disease.

(c) 'ordinary pay' is to be calculated according to the rostered (including shift penalties) or ordinary hours the Employee would have worked, had they not been subject to a government requirement to isolate or quarantine.

56.2 Special public health emergency leave

(a) The Employer is to credit each Employee with 20 days of non-cumulative special public health emergency leave on January 1 each year.

(b) Part-Time Employees is to be credited with the same entitlement as full-time Employees, calculated on a pro rata basis according to the number of hours worked each fortnight.

(c) Employees absent on special public health emergency leave are to receive their ordinary pay.

(d) Employees who have exhausted their special public health emergency leave can access existing paid sick leave entitlements under clause 38 – Entitlement to Leave and Allowances through Illness or Injury of this Agreement.

56.3 Eligibility for special public health emergency leave

(a) Special public health emergency leave can only be taken in respect of absences from work during:

(i) a public health emergency; or

(ii) other significant events as agreed between the Union and the Executive Director Government Sector Labour Relations.

(b) An Employee who is a diagnosed person or is subject to a government requirement to isolate or quarantine can access special public health emergency leave before existing paid sick leave entitlements under clause 38 – Entitlement to Leave and Allowances through Illness or Injury of this Agreement.

(c) Employees with caring responsibilities can access special public health emergency leave if they are caring for, or providing support to a member of the Employee's family or household because:

(i) the other person is a diagnosed person or is subject to a government requirement to isolate or quarantine; or

(ii) a child's school has closed or the person's other care arrangements are unavailable because of a public health emergency.

(d) Compassionate access to special public health emergency leave can be granted in exceptional circumstances despite not being a reason referred to in subclause 56.3(c).

(e) An Employee is unable to access special public health emergency leave while on any period of leave without pay, parental or related leave, or annual or long service leave except as provided for in subclauses 30.7 (re-crediting annual leave) and 33.13 (re-crediting long service leave).

56.4 Notice and access

(a) Special public health emergency leave can be taken on an hourly basis.

(b) Reasonable and legitimate requests for special public health emergency leave are approved subject to available credits. Where Practicable, the Employee must give reasonable notice before taking leave.

(c) Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work is to be provided.

56.5 Evidence

The Employer can require evidence that would satisfy a reasonable person to support an application for special public health emergency leave.

57 EMERGENCY SERVICE LEAVE

57.1 Subject to operational requirements, the Employer shall grant paid leave to an Employee who is a member of, or has a member-like association with, an emergency management agency as defined by the Emergency Management Act 2005 (WA), and who is absent from work to participate in an emergency response as a volunteer for the emergency management agency.

57.2 Paid leave for an Employee who is absent to volunteer for an emergency management agency includes any additional payments or allowances the Employee would ordinarily have received if they had not been absent.

57.3 An Employee who intends to be absent from work for this purpose is to ensure the Employer is advised as soon as possible as to the absence and, where possible, the expected duration of leave.

57.4 An application for emergency service leave is to be supported by written confirmation from the emergency management agency certifying that the Employee was required for the specified period.

PART VII – CONSULTATIVE MECHANISMS

58 JOINT CONSULTATIVE COMMITTEE

58.1 The parties recognise the need for effective communication to improve the business/operational performance and the working environment within the Agency.

58.2 The parties confirm their ongoing commitment to the Joint Consultative Committee (JCC) process.

58.3 The JCC will comprise of the Employer or their nominee, Employer nominated representatives and Union nominated representatives, unless it is otherwise agreed between the Employer and the Union to effect consultation through some other means.

58.4 The JCC must convene within 28 days of a written request being received from either party.

58.5 The JCC will determine its own operating procedures.

58.6 The JCC is a forum for consultation on issues such as:

(a) development of workload management tools within the Agency;

(b) industrial issues;

(c) changes to work organisation and/or work practices occurring in the workplace;

(d) Employer policies and procedures that deal with conditions of employment;

(e) Employer implementation of recommendations from Government decisions, policies and initiatives; and

(f) Employer implementation of other aspects of this Agreement.

58.7 The consultation process must comply with the parameters set out in subclause 7.2.

58.8 Matters not resolved through the JCC can be referred to the provisions of clause 8 – Dispute Settlement Procedures of this Agreement.

59 HEALTH AND SAFETY REPRESENTATIVES' RECORDS

59.1 The provisions of this clause shall be read and interpreted in conjunction with the Work Health and Safety Act 2020 (WA) (WHS Act) and Work Health and Safety (General) Regulations 2022 (WA) (WHS Regulations). To the extent this clause provides for more generous entitlements, this clause will apply.

59.2 Health and Safety Representatives' Training

(a) The Employer acknowledges the importance of ensuring health and safety representatives (representatives) are provided with work health and safety training.

(b) The Employer will proactively facilitate the training of representatives within the timeframes specified in the following table:

Training Course	Timeframe
Initial training course of up to five days.	Within three months of representatives being elected.
Refresher training course of up to one day.	One year after the initial course, followed by once each subsequent year appointed.

(c) Where representatives do not request to attend a training course in work health and safety as per section 72(c) of the WHS Act, representatives will attend a training course provided by Unity Training Services, subject to:

(i) Unity Training Services being a training provider as approved by the Work Health and Safety Commission;

(ii) representatives being required to attend the training course under the WHS Act or WHS Regulations; and

(iii) the Employer meeting their obligations under the Financial Management Act 2006 (WA).

(d) The Employer will:

(i) allow representatives paid time off work to attend training;

(ii) ensure representatives are paid in full, including any shift penalties that they would otherwise be entitled to receive for performing the representative's normal duties during the time taken to facilitate their attendance. The Employer shall not roster an Employee to prevent payment of any shift penalty;

(iii) ensure any representatives that are shift workers shall be allowed 10 consecutive hours off duty before and/or after any shift prior to or after their attendance, and the facilitation of such rest shall not require shift workers to use any form of leave, paid or otherwise; and

(iv) pay the course fees and any other reasonable costs associated with representatives' attendance.

(e) The Employer shall maintain a Health and Safety Representative Register (the Register).

59.3 Health and safety representatives' records

(a) The Register is to record the following information for each representative in the Agency:

(i) name;

(ii) work branch/division (as appropriate);

(iii) work location;

(iv) job title/occupation;

(v) date of election as a representative; and

(vi) training details on completion of relevant health and safety representative training courses, including:

(aa) the name of the training provider, and

(bb) training dates for initial and refresher courses.

(b) The Employer shall provide a copy of the Register to the Union every six months.

(c) The Register is to be submitted to the Executive Director Government Sector Labour Relations on 31 January each year, for the previous year.

60 REPORTING FULL-TIME EQUIVALENT DATA

60.1 Within 28 days of a written request by the Union, the Employer will provide the Union with the current number of Employees covered by this Agreement and the relevant full-time Equivalent (FTE).

60.2 Every six months, the Employer will provide the Union with the following information:

(a) number of Employees covered by this Agreement who have separated from the Employer within the previous six months and reasons for separation consistent with the data category definitions used by the Employer's Human Resource Information Management System (HRIMS) for mandatory reporting; and

(b) number of Employees covered by this Agreement commencing employment over the previous six months.

PART VIII –SIGNATURES OF PARTIES

61 SIGNATURES OF PARTIES TO THE AGREEMENT

Commissioner of Police

Signed:

COL BLANCH APM

Dated: 28 April 2025

On behalf of the WA Police Union of Workers
DAVE FLAHERTY– PRESIDENT

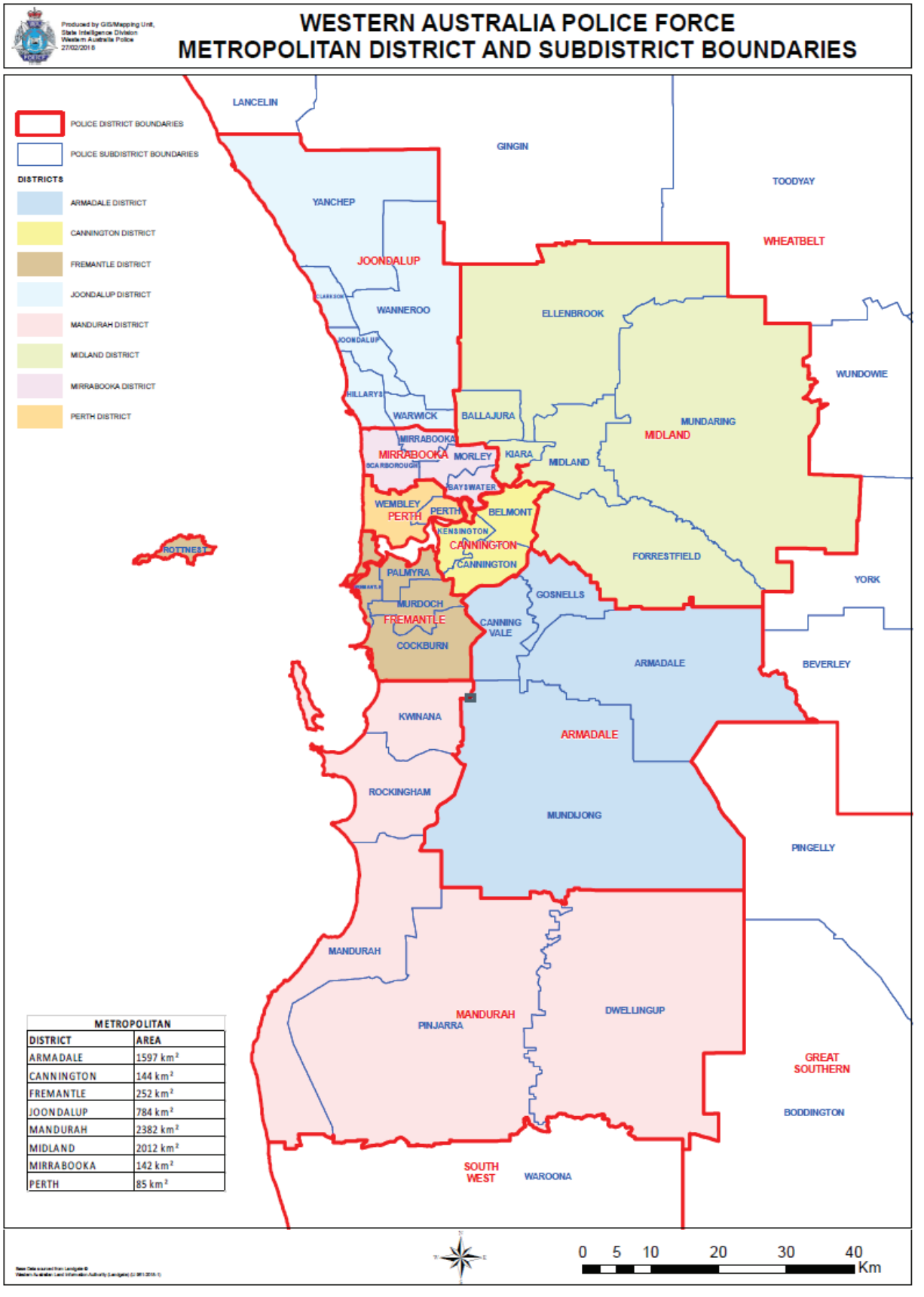
Signed:

Date: 1 May 2025

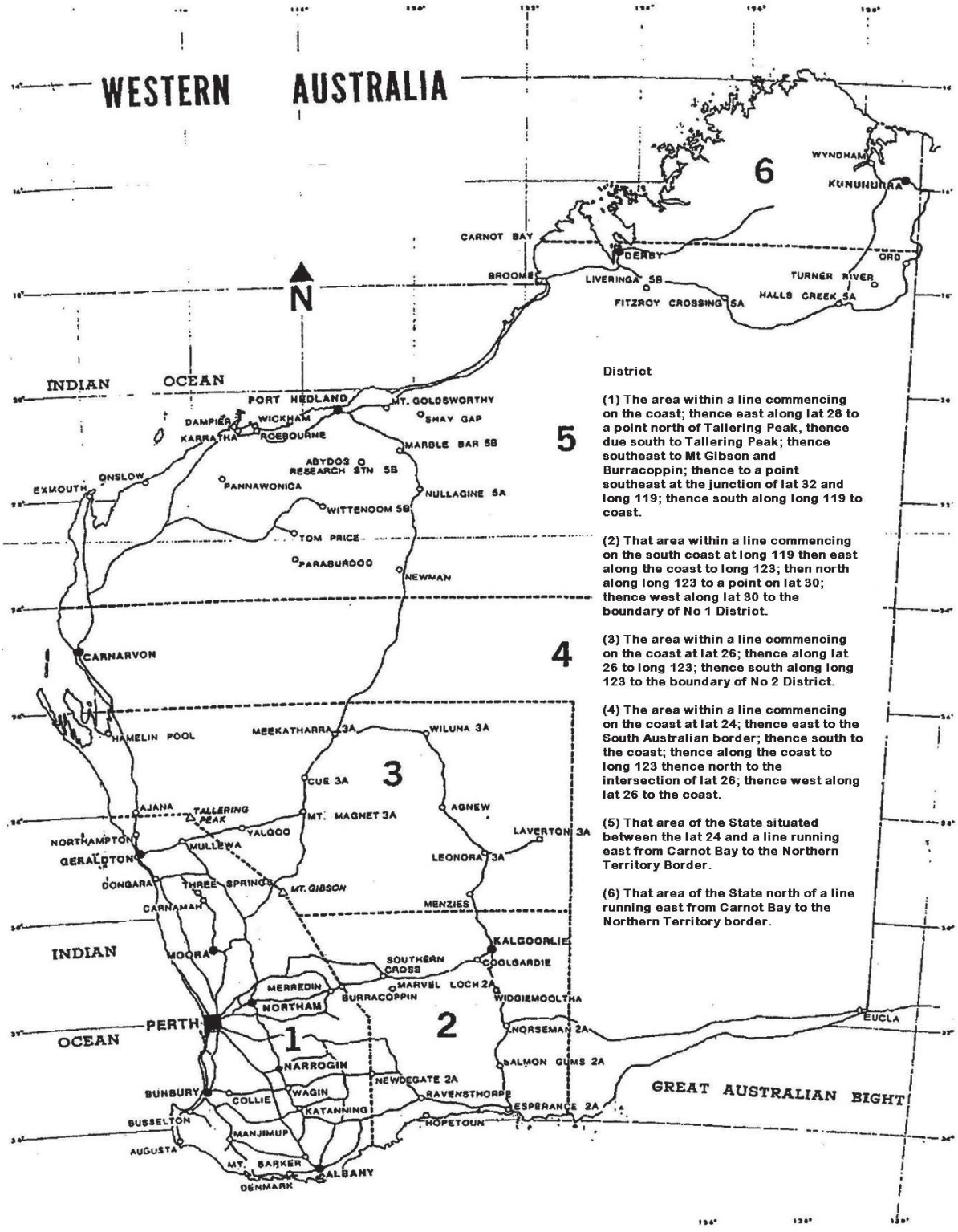
SCHEDULE A – CAMPING ALLOWANCES

	RATE PER DAY ($)	ITEM
South of 26 Degrees South Latitude		
Permanent Camp - Cook provided by the Department	56.52	A1
Permanent Camp - No cook provided	70.02	A2
Other Camping - Cook provided by the Department	83.57	A3
Other Camping - No cook provided	97.07	A4
Camping beside or inside vehicle	108.96	A5
Mornington Allowance	35.02	A6
North of 26 Degrees South Latitude		
Permanent Camp - Cook provided by the Department	74.47	A1
Permanent Camp - No cook provided	88.02	A2
Other Camping - Cook provided by the Department	101.52	A3
Other Camping - No cook provided	115.07	A4
Camping beside or inside vehicle	151.89	A5

SCHEDULE B – METROPOLITAN AREA



SCHEDULE C – ANNUAL LEAVE TRAVEL CONCESSION BOUNDARIES



District

(1) The area within a line commencing on the coast; thence east along lat 28 to a point north of Tallering Peak, thence due south to Tallering Peak; thence southeast to Mt Gibson and Burracoppin; thence to a point southeast at the junction of lat 32 and long 119; thence south along long 119 to coast.

(2) That area within a line commencing on the south coast at long 119 then east along the coast to long 123; then north along long 123 to a point on lat 30; thence west along lat 30 to the boundary of No 1 District.

(3) The area within a line commencing on the coast at lat 26; thence along lat 26 to long 123; thence south along long 123 to the boundary of No 2 District.

(4) The area within a line commencing on the coast at lat 24; thence east to the South Australian border; thence south to the coast; thence along the coast to long 123 thence north to the intersection of lat 26; thence west along lat 26 to the coast.

(5) That area of the State situated between the lat 24 and a line running east from Carnot Bay to the Northern Territory Border.

(6) That area of the State north of a line running east from Carnot Bay to the Northern Territory border.

SCHEDULE D – MOTOR VEHICLE ALLOWANCES

(1) MOTORCAR

Area and Details (in cubic centimetres)	Engine Displacement		
Rate per Kilometre	Over 2600cc	Over 1600cc to 2600cc	1600cc & Under
		Cents per Kilometre	
Metropolitan Area	89.5	64.5	53.2
South West Land Division	91.0	65.4	54.0
North of 23.5 degrees South Lat	98.6	70.6	58.3
Rest of State	94.3	67.5	55.6

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(2) MOTORCYCLE

	Cents per Kilometre
Whole of State	31.0

SCHEDULE E – RELIEVING ALLOWANCES

(a) Commercial Accommodation

PARTICULARS	RATE PER DAY ($) (i) WA Metro	RATE PER DAY ($) (ii) Locality South Of 26 degrees South Latitude	ITEM
	$	$	
First forty-nine days after arrival at new locality	305.45	208.55	E1
Period of relief in excess of forty-nine days			
(i) Employee with Dependants	152.70	104.30	E2
(ii) Employee without Dependants	101.80	69.50	E3

(iii) Locality north of 26 degrees Latitude including Shark Bay:

TOWN	ITEM E4	ITEM E5	ITEM E6
	First 49 days after arrival at new locality	Period of relief in excess of 49 days	
		EMPLOEE WITH DEPENDANTS	EMPLOYEE WITHOUT DEPENDENTS
	$	$	$
Broome	456.70	228.35	152.25
Carnarvon	255.15	127.55	85.05
Dampier	366.70	183.35	122.25
Derby	342.20	171.10	114.05
Eucla	208.55	104.30	69.50
Exmouth	292.70	146.35	97.55
Fitzroy Crossing	370.20	185.10	123.40
Gascoyne Junction	291.70	145.85	97.25
Halls Creek	247.20	123.60	82.40
Karratha	445.70	222.85	148.55
Kununurra	331.70	165.85	110.55
Marble Bar	271.70	135.85	90.55
Newman	338.95	169.50	113.00
Nullagine	256.70	128.35	85.55
Onslow	273.30	136.65	91.10
Pannawonica	192.70	96.35	64.25
Paraburdoo	259.70	129.85	86.55
Port Hedland	367.15	183.55	122.40
Roebourne	241.70	120.85	80.55
Shark Bay	240.20	120.10	80.05
South Hedland	367.15	183.55	122.40
Tom Price	320.20	160.10	106.75
Turkey Creek	235.70	117.85	78.55
Wickham	508.70	254.35	169.55
Wyndham	254.70	127.35	84.90

		EMPLOEE WITH DEPENDANTS	EMPLOYEE WITHOUT DEPENDENTS
	$	$	$
(iv) INTERSTATE			
Capital Cities -			
- Sydney	304.90	152.45	101.60
- Melbourne	288.55	144.30	96.15
- Others	270.10	135.05	89.95
(v) INTERSTATE			
Other Than Capital Cities	208.55	104.30	69.50

		RATE PER DAY ($)	ITEM
(b)	Incidental Expenses:		E7
	South of 26 degrees South Latitude	14.55	
	North of 26 degrees South Latitude	21.70	
	Interstate	21.70	
(c)	Other Than Hotel or Motel:		E8
	South of 26 degrees South Latitude	93.65	
	North of 26 degrees South Latitude	128.25	
	Interstate	128.25	

(d) Travel not involving an overnight stay or travel involving an overnight stay where accommodation only is provided:

	RATE PER DAY ($)	ITEM
South of 26 degrees South Latitude		E9
Breakfast	16.30	
Lunch	16.30	
Dinner	46.50	
North of 26 degrees South Latitude		E10
Breakfast	21.20	
Lunch	33.20	
Dinner	52.20	
Interstate		E11
Breakfast	21.20	
Lunch	33.20	
Dinner	52.20	

SCHEDULE F – TRAVELLING - TRANSFER ALLOWANCES

ITEM	PARTICULARS	RATE PER DAY ($)
Allowance to Meet Incidental Expenses		
F1	WA - South of 26 degrees South Latitude	14.55
F2	WA - North of 26 degrees South Latitude	21.70
F3	Interstate	21.70
Accommodation Involving an Overnight Stay at a Hotel, Motel or Roadhouse ($)		
F4	WA - Metropolitan	305.45
F5	Locality South of 26 degrees South Latitude	208.55
F6	Locality North of 26 degrees South Latitude	
	Broome	456.70
	Carnarvon	255.15
	Dampier	366.70
	Derby	342.20
	Eucla	208.55
	Exmouth	292.70
	Fitzroy Crossing	370.20
	Gascoyne Junction	291.70
	Halls Creek	247.20
	Karratha	445.70
	Kununurra	331.70
	Marble Bar	271.70
	Newman	338.95
	Nullagine	256.70
	Onslow	273.30
	Pannawonica	192.70
	Paraburdoo	259.70
	Port Hedland	367.15
	Roebourne	241.70
	Shark Bay	240.20
	South Hedland	367.15
	Tom Price	320.20
	Turkey Creek	235.70
	Wickham	508.70
	Wyndham	254.70
F7 Interstate - Capital Cities		
	Sydney	304.90
	Melbourne	288.55
	Others	270.10

ITEM	PARTICULARS	RATE PER DAY ($)
F8	Interstate - Other than Capital Cities	208.55
Accommodation Involving an Overnight Stay at Other Than a Hotel, Motel or Roadhouse ($)		
F9	WA - South of 26 degrees South Latitude	93.65
F10	WA - North of 26 degrees South Latitude	128.55
F11	Interstate	128.55
Travel not Involving an Overnight Stay or Travel Involving an Overnight Stay Where Accommodation Only is Provided ($)		
F12	WA - South of 26 degrees South Latitude:	
	Breakfast	16.30
	Lunch	16.30
	Dinner	46.50
	Supper	26.36
F13	WA - North of 26 degrees South Latitude:	
	Breakfast	21.20
	Lunch	33.20
	Dinner	52.20
	Supper	35.53
F14	Interstate:	
	Breakfast	21.20
	Lunch	33.20
	Dinner	52.20
Missed Meal ($)		
F15	Rate per meal	10.00
F16	Maximum reimbursement per pay period	50.00
Deduction for Normal Living Expenses ($)		
F17	Each adult	26.25
F18	Each child	4.50
Accelerated Depreciation and Extra Wear and Tear on Furniture and Effects ($)		
F19	Accelerated depreciation	572.00
F20	Value of goods	3429.00

SCHEDULE G – SUBSIDISED HOUSING

Bencubbin	Beverley	Boyup Brook	Brookton
Bruce Rock	Carnamah	Corrigin	Cranbrook
Cue	Cunderdin	Dalwallinu	Derby
Dowerin	Dumbleyung	Dwellingup	Eucla
Fitzroy Crossing	Gnowangerup	Goomalling	Halls Creek
Jerramungup	Kondinin	Koorda	Kulin
Lake Grace	Laverton	Leinster	Leonora
Marble Bar	Meekatharra	Mingenew	Morawa
Mt Magnet	Mukinbudin	Mullewa	Nannup
Narambeen	Norseman	Nullagine	Perenjori
Pingelly	Port Hedland	Quairading	Ravensthorpe
Roebourne	South Hedland	Southern Cross	Tambellup
Three Springs	Wickepin	Wiluna	Wongan Hills
Wyalkatchem	Wyndham	Yalgoo	Yarloop

SCHEDULE H – OIC SALARY POSITIONS

TABLE 1 - OIC SALARY – MANDATORY

METROPOLITAN	COUNTRY
Officers In Charge of a police station in the Metropolitan Area (not including Commissioned Officers), or an Employee relieving or acting in such position	Officers In Charge of a police station located outside the Metropolitan Area who reside in that locality (as defined in clause 21 – Property Allowance of this Agreement), or an Employee relieving or acting in such position

TABLE 2 - OIC SALARY – CHOICE (subclause 10.1(d))

METROPOLITAN	COUNTRY
DETECTIVE POSITIONS	**DETECTIVE POSITIONS**
OIC, Armadale Detectives	OIC, Albany Detectives
OIC, Arson Squad	OIC, Broome Detectives
OIC, Border Operations Squad	OIC, Bunbury Detectives
OIC, Cannington Detectives	OIC, Busselton Detectives
OIC, Child Abuse Squad	OIC, Carnarvon Detectives
OIC, Child Assessment & Interview Team	OIC, Derby Detectives
OIC, Child Exploitation Operations	OIC, Esperance Detectives
OIC, Coronial Investigations Squad	OIC, Geraldton Detectives
OIC, Drug and Firearms Squad	OIC, Kalgoorlie Detectives
OIC, Financial Crimes Squad	OIC, Karratha Detectives
OIC, Fremantle Detectives	OIC, Kununurra Detectives
OIC, Gang Crime Squad	OIC, Narrogin Detectives
OIC, Homicide Squad	OIC, Northam Detectives
OIC, Investigative Standards	OIC, South Hedland Detectives
OIC, Joondalup Detectives	
OIC, Major Crash Investigation	
OIC, Mandurah Detectives	
OIC, Midland Detectives	
OIC, Mirrabooka Detectives	
OIC, Online Operations	
OIC, Perth Detectives	
OIC, Proceeds of Crime Squad	
OIC, Rapid Apprehension Squad	
OIC, Rockingham Detectives	
OIC, Sex Offender Management Squad	
OIC, Sex Assault Squad	
OIC, Special Crime Squad - Homicide	
OIC, Special Crime Squad – Serious Crime & Family Violence	
OIC, State Security Investigation Group	
OIC, Transnational Serious Organised Crime Squad	
NON-DETECTIVE POSITIONS	
OIC, Central Regional Operations Group	
OIC, Southern Regional Operations Group	
OIC, Northern Regional Operations Group	
OIC, Road Policing Group South	
OIC, Road Policing Group North	
OIC, Road Policing Motorcycles	
OIC, Highway Patrol	
OIC, South West Traffic	

SCHEDULE I – HIGHLY RESPONSIVE BUSINESS AREAS

(1) Regional Operations Group

(2) Canine Section

(3) Mounted Section

(4) Police Air Wing

(5) State Security Investigations Group

(6) State Protection Group

(7) Gang Crime Squad

(8) Transnational and Serious Organised Crime Squad