Prison Officers' Award

1. - TITLE

This Award shall be known as the Prison Officers' Award.

2A. - STATEMENT OF PRINCIPLES

It is a condition of this Award that any variation to its terms shall not be made except in compliance with the Statement of Principles made by the Commission from time to time.

2B. - MINIMUM ADULT AWARD WAGE

2B.1 No adult Officer shall be paid less than the Minimum Adult Award Wage unless otherwise provided by this clause.

2B.2 The Minimum Adult Award Wage for full time adult employees is $504.40 from 7 July 2006.

2B.3 The Minimum Adult Award Wage of $504.40 per week is deemed to include all arbitrated safety net adjustments from State Wage Case decisions.

2B.4 Unless otherwise provided in this clause adults employed as casuals, part-time or sessional employees or pieceworkers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the Minimum Adult Award Wage according to the hours worked.

2B.5 Juniors shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision to the Minimum Adult Award Wage of $504.40 per week.

2B.6 (1) The Minimum Adult Award Wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate.

(2) Liberty to apply is reserved in relation to any special categories of employees not included here or otherwise in relation to the application of the Minimum Adult Award Wage.

2B.7 Subject to this clause the Minimum Adult Award Wage shall -

(1) Apply to all work in ordinary hours.

(2) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this Award.

2B.8 Minimum Adult Award Wage

The rates of pay in this Award include the minimum weekly wage for adult employees payable under the 2006 General Order Wage Case Decision. Any increase arising from the insertion of the Minimum Adult Award Wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such above award payments include wages payable pursuant to Enterprise Agreements, Consent Awards or award variations to give effect to Enterprise Agreements and over award arrangements. Absorption which is contrary to the terms of an Agreement is not required. Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from Enterprise Agreements, are not to be used to offset the Minimum Adult Award Wage.

2B.9 Adult Apprentices

(1) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or over, shall not be paid less than $421.70 per week.

(2) The rate paid in subclause 2B.9(1) above is payable on superannuation and during any period of paid leave prescribed by this Award.

(3) Where in an Award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this Award for the actual year of apprenticeship.

(4) Nothing in this clause shall operate to reduce the rate of pay fixed by the Award for an adult apprentice in force immediately prior to 5 June 2003.

3. - ARRANGEMENT

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4. - TERM

This Award shall remain in force until cancelled.

5. - SCOPE

5.1 This Award shall apply to the employees enumerated in Schedule A - Rates of Pay of this Award.

5.2 The parties to the Award shall be the Minister for Corrective Services and the Western Australian Prison Officers' Union of Workers (the Union).

6. - DEFINITIONS

6.1 The definitions referred to hereunder shall apply only for the purpose of this Award and shall not be taken to conflict in any manner whatsoever with the General Orders and Regulations dealing with the control and management of the Prison Service of Western Australia.

6.2 For the purposes of this Award the definitions are:

(1) "Minister for Corrective Services" means the Government Minister responsible for the administration of the *Prisons Act, 1981*, *Prisons Regulations, 1982* and the *Court Security and Custodial Services Act, 1999*.

(2) "Department" means the Department of Corrective Services of the Government principally assisting the Minister for Corrective Services with the administration of the *Prisons Act, 1981* and the *Court Security and Custodial Services Act, 1999* as amended from time to time or as may be replaced by a new Act.

(3) "Commissioner" means the Commissioner, Department of Corrective Services.

(4) "Employer" means the Minister.

(5) "Local branch of the Union" means a branch of the Union formally approved under the rules of the Union.

(6) "Minister" means Minister for Corrective Services.

(7) "Prison Services" means the management, control and security of a Prison and the welfare of the prisoners at the Prison.

(8) "Superintendent" means the Superintendent who is at the relevant time appointed under the *Prisons Act, 1981* to be in charge of a Prison.

(9) "Officers" shall mean all employees classified in Schedule A – Rates of Pay of this Award hereof and shall include probationary and temporary employees.

(10) "Probationary Prison Officer (Training)" shall mean an Officer not permanently appointed but undergoing instruction prior to posting to a Prison.

(11) "Probationary Officer" shall mean an Officer not permanently appointed but undergoing instruction and proving his or her suitability for permanent employment.

(l2) "Permanent Officer" shall mean an Officer appointed to the permanent staff as provided by the *Prisons Act, 1981* and *Prisons Regulations, 1982*.

(13) "Practicable" shall mean practicable in the fair and reasonable opinion of the Commissioner provided that if any dispute arises as to whether in any case such opinion is fair and reasonable that matter may be referred to the Western Australian Industrial Relations Commission (WAIRC)**.**

(14) "Prison" means a Prison proclaimed under the *Prisons Act, 1981*.

(15) "Prisons Act" means the *Prisons Act, 1981*.

(16) "Prisons Regulations" means the *Prisons Regulations, 1982*.

(17) "CS & CS Act" means the *Court Security and Custodial Services Act, 1999*.

(18) "Union" means the Western Australian Prison Officers' Union of Workers (WAPOU).

(19) "Temporary employee" shall mean an Officer appointed for an emergency and whose service does not exceed a period of three months at any one time.

(20) "Accrued Days Off" shall mean the paid days off which accrued to an Officer pursuant to the provisions of the 38 hour week arrangement prior to 1 July 1994 and remain a residual entitlement until cleared.

PART II – CONDITIONS OF EMPLOYMENT AND RELATED MATTERS

7. - CONTRACT OF SERVICE

7.1 An employee on probation shall give two weeks' notice of his or her intention to leave the Prison Service, or shall forfeit two weeks' pay.

7.2 If an employee on probation is discharged for reasons other than misconduct, he or she shall be given two weeks' notice or two weeks' pay in lieu of notice.

7.3 An employee shall give the Employer written notice of termination of not less than -

(1) Four weeks, or

(2) Such other period as specified in the employee's contract of service where applicable.

7.4 An employee who fails to give the required written notice forfeits the sum of four weeks' pay, unless agreement is reached between an employee and the Employer for a shorter period of notice than that specified.

7.5 Where an employee's services are terminated for any reason other than dismissal, that employee shall be given written notice of –

(1) Four weeks, or

(2) Such other period as specified in a contract of service, where applicable, or

(3) Payment of salary for the appropriate period in lieu of notice.

7.6 An employee who at the time of being given notice is over 45 years of age and who at the date of termination has completed two years' continuous service with the employer, shall be entitled to one week's notice in addition to the notice prescribed in subclause 7.5.1 of this clause.

7.7 If any employee fails to give the appropriate notice, in accordance with sub-clause 7.3(1) of this clause, the Employer has the right to withhold monies due to the employee to a maximum amount equal to four weeks' pay for the period of notice.

7.8 Nothing in this clause will affect the operation of the Prisons Act and the *Public Sector Management Act, 1994* as it applies to employees covered by this Award.

8. - RE-ENGAGEMENT IN EMPLOYMENT

8.1 Where an Officer is reengaged in employment the Department has the discretion to

(1) Exempt the Officer from all or part of the trainee program.

(2) Appoint the Officer to a point within the range for the rank of Prison Officers above the minimum that accounts for the Officer's previous relevant Prison Service.

9. - PART-TIME AND SESSIONAL EMPLOYMENT

9.1 Sessional Prison Officers

(1) Sessional Prison Officers shall be engaged to perform hospital guard duty within the metropolitan area only.

(2) Subject to subclauses (a) and (b) hereof, Sessional Prison Officers shall be required to escort a prisoner to the Prison upon discharge from hospital where a Prison Officer is not available and:

(a) there shall be a written agreement between the Superintendent of the Prison and the local branch of the Union as to what circumstances give rise to the non availability of a Prison Officer.

(b) the Prison shall be responsible for the return of the Sessional Prison Officer to the hospital.

(3) Sessional Prison Officers shall be engaged by the hour, with a minimum engagement of not less than three hours.

(4) Sessional Prison Officers shall be paid the hourly rate of a Prison Officer General (Shifts) 1st year plus 20%. This will increase in line with the hourly rate of the Prison Officer General (Shifts) 1st year.

(5) The following clauses contained in this Award shall not apply to Sessional Prison Officers:

Clause 10. - Public Holidays, Clause 11. - Duty Roster, Clause 12. - Hours of Duty, Clause 13. - Out of Hours Work, Clause 30. - Annual Leave, Clause 32. - Long Service Leave, Clause 33. - Carer's Leave, Clause 34. - Sick Leave, Clause 38. - Trade Union Training Leave, Clause 40. - Leave to Attend Union Business, Clause 47 – Purchased Leave Deferred Salary Scheme, Clause 48 – Purchased Leave 50/52 or 49/52 Salary Arrangement, Clause 59. - Civilian Clothing Allowance and Schedule A - Rates of Pay.

(6) Sessional Prison Officers shall be entitled to unpaid parental leave in accordance with Part 4, Division 6 – Parental Leave of the *Minimum Conditions of Employment Act, 1993* provided the Officer is an "eligible" employee as defined under section 32 of the *Minimum Conditions of Employment Act, 1993*. An "eligible" employee is an employee who has been engaged on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and but for an expected birth of a child to the employee or the employee's spouse or de facto partner or an expected placement of a child with the employee with a view to the adoption of the child by the employee, would have a reasonable expectation of continuing engagement by the employer on a regular and systematic basis.

9.2 Sessional Prison Officers and Employees Job Sharing

(1) The Department is committed to providing employees with opportunities to access part-time and job share arrangements.

(2) Part-time and sessional employees may be employed to work less than forty hours per week.

(3) An employee's regular part time hours may be varied by the Commissioner with the consent of the employee.

(4) Part-time and sessional employees shall not be required to work for less than three hours in any week or on any occasion of attendance at work.

(5) Part-time employees and those in job sharing arrangements shall be entitled to the salary and other conditions of employment as provided in this Award on a pro rata basis of their regular working hours to normal weekly working hours.

(6) Notwithstanding subclause 9.1(5), where provided in this Award, Sessional Prison Officers shall be entitled to the salary and other conditions of employment on a pro-rata basis of their regular working hours to normal working hours.

10. - PUBLIC HOLIDAYS

10.1 The following days, or the days observed in lieu shall, subject as hereinafter provided, be recognised as public holidays, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

10.2 Where -

(1) a day is proclaimed as a whole holiday or as a half holiday under section 7 of the *Public and Bank Holidays Act, 1972*; and

(2) that proclamation does not apply throughout the State or to the metropolitan area of the State,

that day shall be recognised as a holiday or, as the case may be, a half holiday for the purposes of this Award within the district or locality specified in the proclamation.

10.3 Except where specifically provided for remuneration for work performed on all public holidays is included in an Officer's annualised salary as prescribed in Schedule A - Rates of Pay of this Award.

10.4 Prison Officers (Vocational and Support) who work Monday to Friday and are not required to work public holidays will not receive the public holiday portion in their annualised salary. However, if a public holiday falls during such an Officer's annual leave, the Officer will receive a paid day in lieu which will be taken immediately following the annual leave or at a time mutually acceptable to the Employer and employee. Such a day in lieu shall be clearly shown on the duty board.

10.5 Accrued days off may be taken at a time mutually acceptable between the Employer and the employee.

11. - DUTY ROSTER

11.1 (1) (a) A six weekly duty board shall be posted up by 11.00 am each payday to cover shifts for the following three pay periods and shall only be changed in unforeseen circumstances.

(b) An Officer's rostered hours of duty may be changed providing 36 hours' notice of change is given. No Officer shall be compelled to work different ordinary hours to those shown on the roster within the 36 hour notification period.

(2) Officers shall be allowed to exchange shifts or days off or to perform duty for other employees provided the approval of the Minister or his or her delegate is first had and obtained.

11.2 Rosters shall provide for at least eight hours between the ceasing of one shift and the commencement of the next shift except in the case of Officers working 12-hour shifts where the break shall be 12 hours.

11.3 Where practicable Shift Officers shall be rostered in such a manner that afternoon, night and weekend shifts are divided equally between such Officers.

11.4 Accrued days off shall be clearly shown on the duty board.

11.5 The Superintendent at the Broome Regional Prison and Roebourne Regional Prison, which have two specified rosters lines operating independently of the normal roster, and the local branch of the Union may agree a time in lieu arrangement based on time for time for Officers performing escorts where such duty involves working time outside normal rostered shifts.

12. - HOURS OF DUTY

12.1 The ordinary hours of duty shall be 40 per week, 80 per fortnight, or 120 per three weeks to be worked in accordance with Clause 11. - Duty Roster, of this Award unless otherwise agreed by the Union and the Department for the purpose of alternative shift arrangement.

12.2 The foregoing hours shall be worked in continuous shifts of eight hours, ten hours, twelve hours or such other period as agreed between the Union and the Minister.

12.3 Each Officer shall be allowed a meal break of 30 minutes during which time Officers other than those on duty shall be on call. Officers on guard duty shall remain on duty at their posts during such meal breaks.

The meal break shall be allowed and taken no earlier than three hours or later than 5.5 hours from the Officer commencing work. Where an Officer is required for duty during his or her meal break and his or her meal break is delayed beyond 5.5 hours from commencement of work, he or she shall be permitted by the Officer in Charge to cease duty 30 minutes before the conclusion of his or her rostered shift providing the operational requirements of the Prison are maintained. If this is not possible the Officer may take the 30 minutes as time in lieu at a mutually agreed time between the Officer and the Employer.

Officers who are designated to supervise prisoners or remain at their work area during their paid meal break shall at that time, if they desire, consume an ordered meal without charge.

12.4 Officers working twelve hour shifts shall be allowed two 30 minute meal breaks during the twelve hour shift. These meal breaks will be taken in accordance with the provisions of subclause 12.3.

12.5 Accrued days off shall be taken in the agreed non-leave periods or at a time mutually agreed between the Officer and the Employer.

13. – OUT OF HOURS WORK

13.1 For the purposes of this Clause, the following terms shall have the following meanings:

"Out of hours work" means all work performed at the direction of the Superintendent or a duly authorised Officer outside the Officer’s rostered hours of duty.

"Major Emergency Duty" shall be duty outside the Officer’s rostered hours of duty on a major emergency as determined by the Minister or the Commissioner or Deputy Commissioner Adult Custodial.

13.2 All Officers are required to be available to work reasonable out of hours work in addition to their rostered hours of duty. Arrangements in respect of such availability will be agreed to ensure that the routine operations of each Prison are maintained.

(1) Where it is necessary to maintain routine Prison functions, and only when sufficient Officers are not available on a voluntary basis, the Superintendent may roster Officers for out of hours work.

(2) Officers rostered for out of hours work in accordance with subclause 13.2(1) above may arrange to swap with other Officers, subject to the approval of their Superintendent.

(3) If an Officer agrees to take over another Officer's rostered out of hours work, that Officer is then responsible for attending for duty for that rostered work.

13.3 An Officer, having been directed in accordance with this clause, will on each occasion that he or she undertakes out of hours work for a period of 15 minutes or more in excess of his or her rostered hours of duty, be entitled to payment in accordance with subclause 13.4 of this clause.

13.4 Payment for Excess Hours

(1) Payment for all out of hours work, other than that set out in subclause 13.4(2) of this subclause, will be calculated at the rate of time and a half the Officer's annualised rate of pay for all excess time worked.

(2) Any Officer who is called in for Major Emergency Duty shall be paid at the rate of doubletime the Officer's annualised rate of pay for all hours worked outside the Officer's rostered hours of duty on that major emergency.

13.5 Minimum Periods for Return to Duty

(1) An Officer who is required to return to duty for out of hours work shall be entitled to payment at the rate in accordance with subclause 13.4 of this clause for a minimum period of three hours.

(2) Where an Officer is required to return to duty more than once, each duty period will stand alone in respect to the application of minimum period payment except where the second or subsequent return to duty is within any such minimum period.

13.6 Excess Hours at a Place other than Usual Headquarters

(1) When an Officer is directed to work excess hours at a place other than usual headquarters and the time spent in travelling to and from that place is in excess of the time which a Prison Officer would ordinarily spend in travelling to and from usual headquarters, and provided such travel is undertaken on the same day as the overtime is worked, then such excess time will be deemed to form part of the time worked.

(2) When an Officer has volunteered to work excess hours at a place other than usual headquarters, the time spent in travelling to and from that place will not form part of the time worked.

13.7 The handover time existing as at September 1, 1985 between Officers for the purpose of effecting the customary rotation of shifts shall be conducted in an Officer's own time without any payment in addition to the Officer's base pay.

13.8 (1) An Officer who is required to report for, return to, or remain on duty for out of hours work shall be entitled to have at least 10 hours off duty between the hours of successive rostered shifts.

(2) An Officer who works so much out of hours work between the termination of his or her ordinary shift and the commencement of his or her next ordinary shift so that he or she

has not had at least ten consecutive hours off duty between such shifts, shall subject to this subclause, be released after completion of such out of hours work until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring such absences. If on the instructions of his or her Superintendent, such Officer resumes or continues work without having had ten consecutive hours off duty he or she shall be granted time off in lieu for the hours worked until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absences.

(3) No Officer shall, or shall be required to, work more than two full consecutive shifts, including out of hours work, except in the case of a major emergency as defined in subclause 13.1.

13.9 If the Superintendent determines that the number of staff on duty or available for duty has fallen below a staffing level which will ensure the maintenance of routine Prison functions including the security and welfare of prisoners and the safety of staff at the Prison, he or she shall:

(1) determine the number of Officers required to return to duty; and/or

(2) what changes are required to be made to routine Prison functions.

13.10 If the local Branch of the Union of the Prison believes that the number of staff available for duty has fallen below a staffing level which will ensure the maintenance of routine Prison functions including the security and welfare of prisoners and the safety of staff at the Prison, it shall advise the Superintendent, who may then take action in accordance with subclause 13.9.

(1) If the Superintendent does not agree that any action is necessary in accordance with subclause 13.9, he or she shall advise the Union Branch of his or her decision and the reasons for that decision.

(2) If the local Branch of the Union at the Prison does not agree with the Superintendent's decision, any dispute that arises shall be resolved in accordance with Clause 24. - Dispute Settlement Procedure.

13.11 Subject to the provisions of this clause, Officers may be given advance or immediate notice to report for, return to, or remain on duty to perform out of hours work.

13.12 Where possible, Officers will be called out to cover positions at the same level as their own, however if no such Officers are available, any available Officer will be called out.

13.13 An Officer must not unreasonably fail to attend duty for out of hours work.

13.14 The Union or an Officer or Officers covered by this Award, shall not in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of out of hours duties, in accordance with requirements of this clause.

14. - EFFECT OF 38 HOUR WEEK

14.1 An Officer who terminates his or her employment and has accumulated accrued day(s) off and has not taken those days off, shall be paid the total accumulated hours on termination.

14.2 An Officer who terminates his or her employment and has taken accrued day(s) off for which no entitlement has accrued shall have his or her wages reduced on termination by the total hours for which payment has been made out but for which the Officer had no entitlement toward those accrued day(s) off.

15. - MANAGEMENT OF MUSTERS

If prisoner numbers are such that additional resources are necessary above the Prison's approved staffing level the Minister undertakes to use his or her best efforts to obtain those resources.

16. - SECONDMENTS AND VACANCIES

16.1 All secondments will be centrally controlled by the Commissioner.

16.2 The Department undertakes to fill all vacancies as quickly as possible to ensure efficient management and avoid unnecessary secondments.

16.3 A pool of full time equivalent staff will be maintained by the Commissioner to assist in filling vacancies and secondments.

16.4 If there is unnecessary or undue delay by the Minister, or his/her delegated authority, in filling vacancies and a dispute arises as a consequence it shall be dealt with in accordance with Clause 24. - Dispute Settlement Procedure of this Award.

17. - TRANSFERS

The following principles and objectives are the basis for transfer arrangements:

Principles

Transfers are to be effected through an agreed process and applied in a manner able to withstand open scrutiny with fair and equitable treatment of all Officers subject to transfer.

Objectives

To facilitate the identification and filling of vacancies in a timely manner.
To ensure that agreed establishment levels are maintained at all Prisons.
To ensure that agreed staffing numbers of male and female Officers are maintained in all Prisons.
To provide stability in Prison staffing.
To provide a degree of predictability and certainty so that Officers can plan for the future.
To provide a system that is easy to work and easy to understand.
To provide Officers with an opportunity to gain broad based experience.
To provide consistency in the decision making process.

17.1 Definitions

For the purposes of this clause the following expressions shall have the following meanings:

"Agreed Establishment Levels" means the number of Officers required to fill all the permanent substantive positions within a Prison.

"Compassionate Transfer" means a transfer effected outside the normal Transfer Lists in response to personal circumstances that warrant relocation of an Officer.

"Gender Numbers" means the agreed number of female and male Officers required to operate the Prison.

"Mutual Swap" is a voluntary exchange of positions between Officers of the same rank at different locations.

"Local Recruit" means an Officer who is specifically recruited for a position in an identified Prison or region and who resides in that location or region.

"Permanent Posting" means the placement of an Officer to a permanent position at a Prison, on the completion of the Trainee Prison Officers course.

"Prison" means any gazetted Prison, work camp or other work location where the Department requires Prison Officers to be posted.

"Redeployed Prison Officer" means an Officer who, as a result of a Prison closure or abolition of his/her substantive position as a result of a restructure, does not have a permanent substantive position at any Prison.

"Temporary Posting" means the agreed temporary placement of an Officer to a Prison on the completion of the Trainee Prison Officer course, pending a permanent posting.

"Transfer" is the movement of an employee from one location to another location at the same, or lesser rank. There are three main categories of transfer, these being:

(1) Voluntary: A transfer initiated by an Officer and effected through the transfer lists, mutual swap or a compassionate transfer.

(2) Management Initiated: A Department directive to an Officer to relocate from one location to another to meet its operational needs.

(3) Disciplinary: A Departmental directive to an Officer to relocate from one Prison to another in accordance with the disciplinary procedures of the Prisons Act and Regulations or this Award.

"Transfer List" is the list of Officers who have expressed an interest for a transfer to another Prison or branch.

17.2 Transfer Committee

(1) All proposals and requests for transfer between Prisons shall be forwarded to the Transfer Committee for consideration.

(2) The Transfer Committee shall be compromised of:

- One or more of either the General Manager Adult Custodial, the Director Regional and Rural Prisons and the Director Women's Custodial Services;

- A representative from the Human Resources (Prisons) Branch; and

- At least one representative of the Western Australian Prison Officers' Union.

(3) The Director Health Services may participate in the deliberations of the Transfer Committee where it is necessary to make an assessment of medical information provided by an Officer.

17.3 Special Conditions

(1) A transfer that is to be implemented in accordance with the Department's obligations under the Regional Incentives arrangements negotiated between the parties shall take precedence over all proposals and requests for transfers and filling of positions.

(2) The determination of the Transfer Committee in considering a Departmental proposal or an Officer's request for transfer out of the Emergency Support Group shall be made in accordance with arrangements that may be agreed between the parties.

(3) As close as possible to half of all Senior Officer and First Class Prison Officer positions that become vacant within each Prison each year may be advertised by the Department for promotion before being offered on a transfer basis. All other positions will be filled on a transfer basis and will only be offered for promotion if no person is registered on the transfer list as wishing to transfer into the position.

(4) Officers wishing to obtain an employee-initiated transfer will be required to serve a minimum of twelve months at their initial posting from the Trainee Prison Officer course.

(5) Officers having received a promotion will be required to serve a minimum of twelve months in the promoted position before being eligible for employee-initiated transfer.

(6) An Officer who receives a transfer, whether it be through the transfer lists, mutual swap or a compassionate transfer, will be ineligible to be considered for a transfer within two years of his or her last transfer, unless he or she is granted a further compassionate transfer.

(7) Probationary Prison Officers (Training) will take up vacancies after transfers based on the Transfer List have been effected except where the position is filled by a local recruit.

(8) Officers who accept a transfer to another Prison to fill a vacancy at a lower rank than their current rank will revert substantively to the rank of the position they are to fill.

(9) Where a vacancy is unable to be filled through the normal transfer process the time limits specified in subclauses (4), (5) and (6) of this subclause may be waived by the Department after consultation with the Union.

(10) Where an Officer has a documented substandard performance issue that Officer cannot be transferred to another Prison via an employee-initiated transfer, irrespective of his or her position on the Transfer List, while that substandard performance issue remains unresolved.

(11) Where certain skill sets are required at a Prison and the Department and Union have agreed to pre-requisite training, such training must be successfully completed before a person can transfer to that Prison.

(12) Prison Officers (Vocational and Support) who have completed the Department's Industry Standard Prison Officer Training Course or deemed equivalent shall be entitled to register on the Prison Officer (General) Transfer List.

(13) Prison Officers (Vocational and Support) shall be entitled to register on the Prison Officer (Vocational and Support) Transfer List to transfer into vacant positions within their scope of vocational skills and knowledge that may arise at other Prisons.

17.4 Voluntary Transfers

(1) Transfer Lists

To enable a transfer from a Transfer List to be effective there must be an identified vacancy at a Prison that resulted or will result in the staffing level being below the approved establishment level.

The Transfer List process will work as follows:

(a) Officers can apply to be placed on a Transfer List at any time. If there is nobody on the Transfer List an Officer may submit an expression of interest for transfer to a like for like position at the time a position becomes vacant.

(b) Officers are entitled to seek to transfer to another Prison through application to be placed on a Transfer List. Separate Transfer Lists will be maintained for:

Prison Officers (General);
First Class Prison Officers;
Senior Officers;

Hospital Officers;
Prison Officers (Vocational and Support);
Work Camp Officers; and
Canine Handlers.

(c) Prison Officers (General), First Class Prison Officers, and Senior Officers can express an interest for transfer to a maximum of three Prisons.

(d) Officers accepting a transfer will be removed from all other Transfer Lists and will be ineligible to be placed on any transfer list for two years from the time of transferring to the new Prison.

(e) To ensure compliance with the provisions of the *Equal Opportunity Act, 1984* relating to discrimination on the basis of marital status, where two Officers are married or are in a defacto or other relationship they will be treated as independent Officers unless both Officers advise that they want to be both transferred to the same locality. An Officer, who wishes to transfer with a partner, will take a position on the Transfer List equivalent to the position of the partner placed lower on the Transfer List.

(f) In deciding whether to offer a transfer to an Officer on a Transfer List, the Department will take into account the following factors:

- The obligations set down in subclause 17.3 - Special Conditions of this Clause
- Whether there are Officers subject to redeployment who have nominated that Prison;
- The availability of accommodation at Broome, Eastern Goldfields and Roebourne.
- Gender numbers that may be agreed between the parties.

(2) Applications for placement on the Transfer Lists can be lodged at any time in writing to the Human Resources (Prisons) Branch.

(3) Officers will be placed on the Transfer List in the order they are received at the Human Resources (Prisons) Branch.

(4) Transfer Lists will be published by the Department on a regular basis of at least once annually.

17.5 Compassionate Transfers

(1) An Officer may seek a transfer outside the normal Transfer List process on compassionate grounds based on personal circumstances which warrant the relocation of an Officer.

(2) Applications from Officers seeking compassionate transfers shall be considered on a case by case basis.

(3) The Officer will meet costs associated with a compassionate transfer and is not eligible for property, removal or transfer allowances provided by this Award unless otherwise approved.

(4) The Department, for the purpose of effecting a compassionate transfer, is not obligated to consider the effects on the approved establishment levels of the particular Prison.

(5) Compassionate transfers will be considered by the Department. The grounds, without being limited, will include:

- Medical reasons,

- Personal/Family reasons, or
- Work related conflict.

(6) Officers seeking a compassionate transfer on one of the above grounds should make application to the General Manager Adult Custodial stating the reason and where possible provide supporting evidence, for example, supporting evidence from a doctor if the transfer is sought for medical reasons.

17.6 Mutual Swap Transfers

(1) Officers may obtain a transfer outside the normal Transfer List process through a voluntary exchange of positions with an Officer of the same rank at a different location.

(2) Applications from Officers seeking mutual swap transfers shall be considered on a case by case basis.

(3) A mutual swap transfer will not impact on the approved establishment level of any Prison.

(4) In instances where a mutual swap transfer is approved the Officers concerned will be responsible for all costs associated with the transfer and they are not eligible for property, removal or transfer allowances provided by this Award.

(5) The following process shall be followed by Officers seeking a mutual swap employee initiated transfer:

- Find someone on the Transfer List who is prepared to undertake a mutual swap.
- If no one is available on the Transfer List, contact the Prison to which he or she wants to transfer and arrange advertising.
- Once an Officer to swap with has been identified each Officer submits an application through his or her Superintendent to the Workforce Planner, Human Resources (Prisons) Branch, who joins the applications and submits the joint submission to the Transfer Committee.

(6) Officers will be required to return to their original substantive positions held prior to the swap in the event of one of the parties involved in the swap not fulfilling their obligations of the mutual swap transfer.

17.7 Management Initiated Transfers

(1) Where the Department is contemplating the transfer of an Officer from one Prison to another the Department will advise the Officer in writing and request that the Officer submit in writing by a specified date any personal issues he or she wants considered by the Department in deciding whether the Officer is to be transferred.

(2) The Department will genuinely consider all issues raised by the Officer prior to making a final decision about the transfer.

(3) If the Department decides the Officer is to be transferred the Officer will be advised in writing of the date he or she will commence duty at the new Prison.

(4) Transfer of one or more Officers because of the need to adjust staffing levels within Prisons will occur in accordance with the following:

(a) Where there is a need to transfer one or more Officers from one Prison to another to meet operational needs the Department will first check the transfer list to see if there are Officers registered as seeking a transfer from their current Prison.

(b) If there are insufficient Officers seeking transfer the Department will advertise for volunteers to transfer.

(c) If insufficient volunteers are received the Department will write to all Officers of the appropriate rank in the Prison and advise that they are being considered for transfer, what the potential transfer locations are, and requesting that each Officer submit in writing by a specified date any personal issues he or she wants considered by the Department in deciding who shall be transferred.

(d) The Transfer Committee will undertake a comparative assessment of all Officers and the required number of Officers will be chosen for transfer.

(e) Officers selected for transfer will be advised in writing of the date they will commence duty at the new Prison.

(5) For the purpose of these procedures Casuarina, Hakea, Boronia and Bandyup Prisons, the Training and Development Branch and the Specialist Services Branch are all deemed to be located in the metropolitan area and are in the same locality.

(6) Officers subject to compulsory transfer will be given at least six (6) weeks' notice of the date they are required to commence duty at the Prison to which they are transferring unless otherwise agreed between the parties.

(7) Officers subjected to a compulsory transfer from a Prison to adjust staffing levels shall be given the first right of return to the Prison when a vacancy arises or staffing levels are increased; that is they will be placed at the top of the Transfer List. Where more than one Officer has been so transferred, the Officers will be given right of return in the order in which they are transferred out of the Prison.

(8) The Department will pay the costs and allowances provided by this Award associated with compulsory transfers.

(9) On application from the Officer concerned, an Officer may be excluded from being chosen for a compulsory transfer to another Prison. Each application will be considered on its merits. Grounds upon which an exemption may be granted include but are not limited to:

- the transfer is to a regional Prison and the Officer has previously served in a regional Prison for a period of two years or more;
- the transfer is from one locality to another and the Officer has dependant children living with him/her who are attending years 11 or 12 at high school;
- the Officer is working in a Prison to which he or she was recruited locally and there are Officers not recruited locally who can be transferred.

17.8 Transfer of Redeployees

(1) Redeployed Officers who have been substantively placed through this means will not be subject to the two-year rule.

(2) Officers subjected to a transfer by way of redeployment from a Prison shall be given the first right of return to the Prison after those wishing to invoke their right under subclause 17.7(7) when a vacancy arises or staffing levels are increased, that is they will be placed at the top of the Transfer List. Where more than one Officer has been so transferred, the Officers will be given right of return in the order in which they were redeployed out of the Prison.

(3) The Department will pay the costs and allowances associated with transfer of redeployees.

(4) Officers who have been identified for redeployment will be given the opportunity to nominate one or more Prisons where they wish to gain a permanent position.

(5) At the first opportunity the Officer will be placed at the preferred Prison in a substantive position.

(6) Should a substantive position not be available the Officer may be placed at the preferred Prison or another Prison as agreed pending the availability of a substantive position.

17.9 Allowances

Subject to the provisions of subclauses 17.5 and 17.6 of this clause Officers who are transferred are entitled to District, Property, Removal and Transfer Allowances as provided in this Award.

18. - PROBATIONARY OFFICERS IN TRAINING

18.1 Probationary Prison Officers (Training) will be required to work a 38 hour week based on 7.6 hours per day and will not be required to work additional hours.

18.2 Probationary Prison Officers (Training) shall receive a loading for shifts worked at the following rates:

- 15% for afternoon and night shift;
- 50% for Saturday; and
- 75% for Sunday.

18.3 The following clauses contained in this Award shall not apply to Probationary Prison Officers (Training):

- Clause 13. - Out of Hours Work

18.4 Probationary Prison Officers (Training) shall be entitled to the leave as provided in this Award on a pro rata basis of their regular working hours of thirty eight hours to the award weekly working hours of forty hours.

19. - PRISON OFFICERS (VOCATIONAL AND SUPPORT) TRAINING

19.1 The parties to this Award recognise and accept the area of training of Prison Officers (Vocational and Support) is the responsibility of the Employer and the Employer is committed to the design, provision and implementation of training programs to extend the knowledge and skills of its employees.

(1) The overriding objective is to enable each Prison Officer (Vocational and Support) to gain the competence to perform, consistent with operational needs, all of the tasks and activities associated with the job.

(2) Training will be designed in consultation with the Union, and made available to Prison Officers (Vocational and Support) by the Employer. Prison Officers (Vocational and Support) have an obligation to participate in the training programs that develop the skills and knowledge in respect of the competencies necessary to fulfil the role of Prison Officer (Vocational and Support).

19.2 All new Prison Officers (Vocational and Support) will be provided one week's Induction Training and three weeks' full time essential training similar to the training undertaken by Prison Officers (General).

(1) All current Prison Officers (Vocational and Support) will be provided three weeks' full time essential training similar to the training undertaken by Prison Officers (General).

(2) The parties to this Award agree that current Prison Officers (Vocational and Support) will be required to undertake the essential training mentioned in subclause 19.2(1) above.

(3) All current Prison Officers (Vocational and Support) who have previously qualified as Prison Officers (General) may elect in writing to undertake the essential training mentioned in subclause 19.2(1) above.

19.3 (1) Prison Officers (Vocational and Support) will have the opportunity to complete the training similar to the training undertaken by Prison Officers (General) by combination of skills recognition, attendance at formal training programs during normal working hours, and or interactive online training.

(2) Prison Officers (Vocational and Support) shall have access to training towards Certificate IV in Correctional Practice (Custodial) or Diploma of Correctional Administration on the same basis as other Prison Officers (General) whose employment is governed by this Award.

19.4 The Employer shall maintain an individual record of the training received by each Prison Officer (Vocational and Support).

19.5 Prison Officers (Vocational and Support) may be directed to carry out duties within other areas of the Prison where the Officer has obtained the knowledge and skill for the safe and competent performance of that function through training provided by the Employer.

19.6 Any dispute arising in relation to this clause shall be processed through the dispute resolution procedure contained in Clause 24. - Dispute Settlement Procedure of this Award.

20. - BOARD OF REFERENCE

20.1 The Commission hereby appoints, for the purpose of this Award, a Board of Reference consisting of a Chairman and two other members who shall be appointed pursuant to section 48 of the *Industrial Relations Act, 1979.*

20.2 The Board of Reference is hereby assigned the function of determining any dispute between the parties in relation to any matter which, under this Award, may be allowed, approved, fixed, determined or dealt with by a Board of Reference.

21. - INTRODUCTION OF CHANGE

21.1 Employer's Duty to Notify

(1) Where the Employer has made a decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on officers, the Employer shall notify the Officers who may be affected by the proposed changes and their Union.

(2) "Significant effects" include major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and restructuring of jobs. Provided that where the Award makes provision for alteration of any of the matters referred to in subclause 21.1(1) hereof an alteration shall be deemed not to have significant effect.

21.2 Employer's Duty to Discuss Change

(1) The Employer shall discuss with the Officers affected and their Union, the effects the changes are likely to have on Officers, measures to avert or mitigate the adverse effects of such changes on Officers and shall give prompt consideration to matters raised by the Officers and/or their Union in relation to the changes.

(2) The discussion shall commence as early as practicable after a decision has been made by the Employer to make the changes referred to in subclause 21.1(1) hereof.

(3) For the purposes of such discussion, the Employer shall provide to the Officers concerned and their Union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on Officers and any other matters likely to affect Officers provided that the Employer shall not be required to disclose confidential information the disclosure of which would be inimical to its interests.

22. - ESTABLISHMENT OF CONSULTATIVE MECHANISMS

The parties to this Award are to establish a consultative mechanism(s) and procedures appropriate to their size, structure and needs, for consultation and negotiation on matters affecting the efficiency and productivity of the Department and its institutions.

23. - AWARD MODERNISATION

23.1 The parties are committed to modernising the terms of this Award so that it provides for more flexible and efficient working arrangements, enhances productivity, improves the quality of working life, skills and job satisfaction and assists positively in the restructuring process.

23.2 In conjunction with testing the current Award structure the parties are prepared to discuss all matters raised by the parties for increased flexibility and efficiency. As such, any discussions between the parties must be premised on the understanding that:

(1) The majority of employees employed under this Award and who work in the section, branch or division, must genuinely agree;

(2) No Officer will suffer a reduction in ordinary earnings as a result of the change;

(3) The Union must be party to the agreement, in particular, where the employees at any section, branch or division are holding discussions which would require any award variation. The Union shall be invited to participate;

(4) The Union shall not unreasonably oppose any agreement;

(5) Subject to the provision of this Award, any agreement reached may require ratification by the Western Australian Industrial Relations Commission.

23.3 Should an agreement be reached pursuant to subclause 23.2 hereof and that agreement requires an award variation, no party will oppose the award variation.

24. - DISPUTE SETTLEMENT PROCEDURE

24.1 Preamble

Subject to the provisions of the *Industrial Relations Act, 1979*, any grievance, complaint or dispute, or any matter raised by the Union or the Department and its Officers, shall be settled in accordance with the procedures set out in subclause 24.2 of this clause.

The parties agree that no precipitate action will be taken prior to, or during the time this procedure is being followed.

24.2 Procedure

Where a matter is raised by any party, or individual, or group of individuals, the following stages shall be observed:

Stage 1: Local discussion between the Prison administration and the Prison branch of the Union. If not resolved;

Stage 2: The matter is referred for discussion between the Department's and the Union's respective executives. If not resolved;

Stage 3: Prompt application for a section 44 conference at the Western Australian Industrial Relations Commission.

24.3 Access to the Western Australian Industrial Relations Commission

The settlement procedure provided by this clause shall be applied to all manner of disputes referred to in subclause 24.1, and no party, or individual, or group of individuals, shall commence any further action, of this kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.

The status quo will remain until the issue is resolved in accordance with the procedure outlined above.

PART III – RATES OF PAY AND RELATED MATTERS

25. - PAYMENT OF WAGES

25.1 Wages shall be paid fortnightly into an approved Bank, Building Society Account or other approved Savings Organisation, or by cheque if so agreed between the Employer and the employee. Deductions from wages will continue to be made by procuration to other financial institutions.

25.2 An Officer who regularly performs shifts or weekend work shall be paid for accrued day(s) off, including shift and weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

26. - ANNUALISED SALARIES

26.1 All Officers will be paid an annualised salary which will include a component in lieu of shift penalty payments, accrued days off, public holidays and overtime.

26.2 Any application for a variation in the annualised salary in the Award may be pursued under the Award in accordance with the State Wage Fixing Principles.

27. - SALARY PACKAGING

27.1 An Officer may, by agreement with the Employer, enter into a salary packaging arrangement in accordance with the provisions of this clause or any similar salary packaging arrangements offered by the Employer.

27.2 Salary packaging is an arrangement whereby the entitlements under the Award contributing toward the Total Employment Cost (as defined in subclause 27.3 hereof) of an employee, can be reduced by and substituted with another, or other benefits.

27.3 For the purpose 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.

27.4 The TEC for the purposes of salary packaging, is calculated by adding:

(1) The base salary;
(2) Other cash allowances, e.g. annual leave loading;
(3) Non cash benefits e.g. superannuation, motor vehicles etc;
(4) Any Fringe Benefit Tax liabilities currently paid; and
(5) Any variable components, e.g. performance based incentives (where they exist).

27.5 Where an Officer enters into a salary packaging arrangement, he or she will be required to enter into a separate written agreement with the Employer that sets out the terms and conditions of the arrangement.

27.6 The salary packaging arrangement must be cost neutral in relation to the total cost to the Employer.

27.7 The 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 Officer.

27.8 In the event of any increase or additional payments of tax or penalties associated with the employment of the Officer or the provisions of Employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the Officer.

27.9 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the Officer may vary or cancel a salary packaging arrangement.

27.10 An Employer shall not unreasonably withhold agreement to salary packaging on request from an Officer.

27.11 The dispute settlement procedures contained in this Award shall be used to resolve any dispute arising from the operations of this clause. Where such a dispute is not resolved, the matter may be referred by either party to the Western Australian Industrial Relations Commission.

28. - PAYROLL ERRORS

28.1 The Employer shall pay an Officer his or her full normal fortnightly pay no later than the close of business on each payday and for all overtime worked no later than the pay period following that within which the overtime is worked.

28.2 Where an Officer, after consulting his or her on-line payslip, advises the Human Resources Directorate by the close of business on the Monday prior to the payday that any proportion of his or her normal base wage is not going to be paid on the payday to which that payslip relates the underpayment will be corrected so as to reach the Officer’s bank account via the next available ad-hoc payment.

28.3 Ad-hoc payments will not be used to back pay payments such as higher duties or other allowances or salary increments; these will be paid in the next available pay.

28.4 Where an Officer is paid for work not subsequently performed or is overpaid in any other manner, the Employer is entitled to make adjustment to the subsequent wages of the Officer in

accordance with the formulas below. The Employer will notify the Officer of its intention to recoup the overpayment and consult with the Officer as to the appropriate recovery rate.

28.5 One-off overpayments may be recovered by the Employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment had occurred.

28.6 Cumulative overpayments may be recovered by the Employer at a rate agreed in writing between the Employer and Officer, provided that the rate at which the overpayment is recovered is not less than the rate at which it was overpaid or $50.00 per week, whichever is the lesser amount per pay period.

28.7 Officers who have overpayments outstanding or who are required to repay monies owing to the Department shall repay any outstanding amounts prior to cessation of employment. Failing this the Department may deduct all monies owing from the final termination payment to the Officer.

28.8 In exceptional circumstances, other arrangements regarding underpayments and overpayments may be agreed between the Employer and the Officer.

28.9 The Employer shall pay an Officer all allowances provided in this Award except property, transfer and removal allowances no later than the pay period after the claim for the allowance made by the Officer is received at the Prison administration.

28.10 The Employer shall pay an Officer all property, transfer and removal allowances provided in this Award within one month of the claim for the allowance lodged by the Officer being received at the Prison administration.

29. - HIGHER DUTIES

29.1 An Officer required to carry out the duties of a classification carrying a higher rate than his or her ordinary rate of pay shall be paid such higher rate of pay but only if he or she is required to carry out such duties for a period of two hours or more.

29.2 Officers who receive a qualifications allowance in accordance with subclause 60.4 of Clause 60. - Special Provisions of this Award shall not be paid the allowance when acting in a position for which the qualification is required.

PART IV – LEAVE TYPES/SPECIFICATIONS

30. - ANNUAL LEAVE

30.1 (1) Except as hereinafter provided, a period of five consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to an Officer by the Department after a period of twelve months' continuous service with the Department.

(2) Officers employed in the area north of 26 degree south latitude shall receive one week's leave after a period of twelve months' continuous service in such area in addition to the leave prescribed in subclause 30.1(1) hereof.

(3) An Officer who is rostered to work regularly on Sundays and holidays shall be allowed one week's leave in addition to the leave to which he or she is otherwise entitled under this clause.

30.2 After one month's continuous service in any qualifying twelve monthly period, an Officer whose employment terminates through no fault of the Officer shall be paid in respect of each completed week of service in that qualifying period:

(1) Payment at his or her ordinary rate of pay, accrued at the rate of 0.47923 (5 d.p.) days per week if he or she is employed in the area south of the 26 degree south latitude, or

(2) In addition to the entitlement at subclause 30.2(1), payment at his or her ordinary rate of pay, accrued at the rate of 0.09585 (5 d.p.) days per week if he or she is employed in the area north of the 26 degree south latitude.

30.3 (1) Leave Roster:

	2006	**2007**	**2008**	**2009**	**2010**	**2011**	**2012**	**2013**	**2014**
JULY	C	D	G	H	F	E	B	A	C
	D	C	H	G	E	F	A	B	D
	A	G	D	F	H	B	E	C	A
	B	H	C	E	G	A	F	D	B
XMAS	G	A	F	D	B	H	C	E	G
	H	B	E	C	A	G	D	F	H
	E	F	A	B	D	C	H	G	E
JUNE	F	E	B	A	C	D	G	H	F

(2) The roster shall apply to all Officers who shall be divided into groups A-H. The actual leave dates may vary from Prison to Prison.

(3) (a) The roster shall commence on a pay Friday at a date each year agreed between the parties to this Award and shall continue in the order shown for the year with each group commencing at six weekly intervals.

(b) Provided that where an Officer for special reasons wishes to have his or her annual leave at a time other than of his or her particular group he or she shall make written application to the Superintendent or Officer in Charge for permission to be allocated a different date, but if his or her application is approved he or she shall be considered as having taken his or her leave in accordance with the roster.

(4) Officers who commence employment subsequent to the introduction of this roster shall be allocated to a group on posting to a Prison and shall have the option of taking actual accrued leave due or their annual entitlement.

(5) An Officer who has been permitted to proceed on annual leave and who ceases duty before completing the required continuous service to accrue the leave, must refund the value of the unearned pro rata portion, calculated at the rate of salary as at the date the leave was taken, but no refund is required in the event of the death of an Officer.

(6) Officers who are transferred or promoted to another Prison shall be allocated a new annual leave letter, where there is irresolvable conflict with that Prison's established leave roster. The allocation of a new leave letter will only be at the conclusion of the procedure for negotiations as provided hereafter.

30.4 Annual Leave Letter Procedures for Transfers and Promotions

(1) An Officer is to be notified prior to transfer or promotion if the leave letter is unavailable at the new Prison.

(2) Discussions are to take place between the Superintendent and the Officer concerned prior to an allocation of a new leave letter.

(3) Consideration is to be given to situations prior to transfer or promotion where an Officer has made travel bookings and paid a deposit, or in any other situations which make it imperative for Officers to take their annual leave at the time prescribed by the original letter for the leave period in question.

(4) The allocation of a new leave letter that places an Officer with an immediate second annual leave period is to be avoided.

30.5 (1) An Officer who, at the commencement of, or during his or her annual leave, has an entitlement to payment for non-attendance on the ground of illness for not less than one week under the provisions of Clause 34. - Sick Leave of this Award and who produces to the Minister, or his/her delegated authority, a certificate from a qualified registered medical practitioner that during his or her annual leave he or she was confined to his or her home or to a hospital for a period of at least seven consecutive days shall be deemed to be absent from work through sickness for so much of that period as he or she would otherwise have been entitled to payment under Clause 34. - Sick Leave of this Award.

(2) An Officer to whom subclause (1) applies shall take the period deemed to be absence through sickness as annual leave at a time mutually convenient to the Minister, or his/her delegated authority, and the Officer.

30.6 Annual leave shall be accrued on the basis that the Officer works a 40 hour week.

30.7 An Officer shall be entitled to take up to 5 days of annual leave as single days of leave subject to the approval of the Superintendent or Officer in Charge. Approval for single days of leave shall not be unreasonably withheld.

31. - TRAVEL CONCESSIONS ANNUAL LEAVE BROOME AND ROEBOURNE PRISONS

31.1 Annual leave travel concessions for Officers stationed at the Broome and Roebourne Prisons when proceeding on annual leave to a destination outside the geographical region of their headquarters shall be entitled to the concessions contained in the following provided that such concessions are limited to the lesser value of the return economy airfare from their headquarters to the destination or Perth.

31.2 Officers are required to serve a year in these areas before qualifying for travel concessions. However, Officers who have less than a year's service in these areas and who are required to proceed on annual leave to suit departmental convenience will be allowed the concessions. The concession may also be given to an Officer who proceeds on annual leave before completing the year's service provided that the Officer returns to the area to complete the year's service at the expiration of the period of leave.

31.3 The mode of travel is to be at the discretion of the Commissioner.

31.4 Travel concessions not utilised within 12 months of becoming due will lapse.

	Approved Mode of Travel	Travel Concession	Travelling Time
(a)	Air	Air fare for the Officer, dependant spouse and dependant children.	One day each way
(b)	Road	Full motor vehicle allowance rates, but reimbursement not to exceed the cost of the return air fare for dependant spouse and dependant children travelling in the return air fare motor vehicle.	Broome - Two and one half days each way Roebourne - Two

			days each way
(c)	Air and Road	Full motor vehicle allowance rates for car trip, but reimbursement not to exceed the cost of the return air fare for the Officer. Air fares for the dependant spouse and dependant children.	Broome - Two and one half days each way Roebourne - Two days each way

32. - LONG SERVICE LEAVE

32.1 Each Officer who has completed a period of 7 years of continuous service in a permanent and/or fixed term contract capacity shall be entitled to 13 weeks of long service leave on full pay.

32.2 Each Officer is entitled to an additional 13 weeks of long service leave on full pay for each subsequent period of 7 years of continuous service.

32.3 A part-time or job share Officer shall have the same entitlement to long service leave as full time Officers however payment made during such periods of long service leave shall be adjusted according to the hours worked by the Officer during that accrual period.

32.4 For the purpose of determining an Officer's long service leave entitlement, the expression "continuous service" includes any period during which the Officer is absent on full pay or part pay from duties in the Prison service but does not include:

(1) any period exceeding two weeks during which the Officer 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;

(2) any period during which an Officer is taking long service leave entitlement or any portion thereof except in the case of subclause 32.9 when the period excised will equate to a full entitlement of 13 weeks;

(3) any service by an Officer who resigns, is dismissed or whose services are otherwise terminated other than service prior to such resignation, dismissal or termination when that prior service has actually entitled the Officer to the long service leave under this clause;

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

32.5 A long service leave entitlement which fell due prior to March 16, 1988 amounted to three months. A long service leave entitlement which falls due on or after that date shall amount to thirteen weeks.

32.6 Any public holiday or Public Service holiday occurring during an Officer’s absence on long service leave shall be deemed to be a portion of the long service leave and extra days in lieu thereof shall not be granted.

32.7 The Commissioner may direct an Officer to take accrued long service leave and may determine the date on which such leave shall commence. Should the Officer not comply with the direction, disciplinary action may be taken against the Officer.

32.8 An Officer 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 the Commissioner to take pro rata long service leave before the date of retirement, based on continuous service of a lesser period than that prescribed by this clause for a long service entitlement.

32.9 Compaction of leave

(1) An Officer who, during an accrual period was subject to variations in ordinary working hours or whose ordinary working hours during the accrual period are less than the Officer's ordinary working hours at the time of commencement of long service leave, may elect to take a lesser period of long service leave calculated by converting the average ordinary working hours during the accrual period to the equivalent ordinary hours at the time of commencement of long service leave.

(2) Notwithstanding subclause 32.5 of this clause, an Officer who has elected to compact an accrued entitlement to long service leave in accordance with subclause 32.9(1) of this clause, shall only take such leave in any period on full pay, and the period excised as "continuous service" shall be 13 weeks.

32.10 Portability

(1) Where an Officer was, immediately prior to being employed in the Prison Service, employed in the service of:

- The Commonwealth of Australia, or
- Any other State Government of Australia, or
- Any Western Australian State body or statutory authority prescribed in Administrative Instruction 611,

and the period between the date when the Officer ceased previous employment and the date of commencing employment in the Prison Service does not exceed one week, that Officer shall be entitled to long service leave determined in the following manner:

(a) the pro rata portion of long service leave to which the Officer would have been entitled up to the date of appointment under the Prisons Act, 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 Officer may become entitled under this clause; and

(b) the balance of the long service leave entitlement of the Officer shall be calculated upon appointment to the Prison Service in accordance with the provisions of this clause.

(2) Nothing in this clause confers or shall be deemed to confer on any Officer 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 Officer's favour prior to the date on which the Officer commenced employment in the Prison Service.

32.11 Any Officer who has served at least twelve months continuously and who is retired through ill-health shall be paid for long service leave pro rata to the date of leaving the Prison Service.

32.12 Where practicable three months' notice of the commencing date of long service leave shall be given to Officers.

32.13 If a deceased Officer who had served continuously for at least twelve months before his or her death leaves a widow or children, dependant mother or father or dependant invalid sister or brother, payment pro rata of long service leave up to the date of such Officer's death shall be granted to such widow or dependants.

32.14 Long service leave accumulated to an Officer as at September 1, 1985 shall be adjusted in hours in the ratio of 38 to 40. Long service leave accumulated as at July 1, 1994 shall be adjusted in the ratio of 40 to 38.

32.15 Long service leave shall be adjusted in the ratio of 40 to 38.

32.16 Officers may with the agreement of the Employer clear any accrued entitlement of long service leave in multiples of one week. The Officer has the right to determine the length of any leave taken.

33. - CARER'S LEAVE

33.1 Officers covered by this Award may with the consent of the Department use sick leave up to a maximum of 10 days per annum in accordance with this clause to provide care for another person subject to:

(1) The Officer being responsible for the care of the person concerned.

(2) The person concerned being either:

a member of the Officer's family; or
a member of the Officer's household.

(3) The definition of family shall be the definition contained in clause 27(4) of the *Public Service Award 1992*.

(4) Production of evidence that would satisfy a reasonable person of the illness of the other person.

33.2 The Officer shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and his or her relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Officer to give prior notice of absence, the Officer shall notify the Employer by telephone of such absence.

33.3 An Officer may elect, with the consent of the Department, to take unpaid leave for the purpose of providing care to a family member who is ill.

34. - SICK LEAVE

34.1 All Officers shall be entitled to sick leave in accordance with the following:

(1) An Officer who is unable to attend or remain at their place of employment during ordinary hours of work by reason of personal ill health or injury, shall be entitled to payment of 120 hours' full pay in the first and successive years of service.

(2) Entitlement to payment shall accrue at the rate of 2.30 hours for each completed week of service.

(3) The unused portions of the entitlement to paid sick leave shall accumulate from year to year and be available to the Officer for absence by reason of personal ill health or injury.

(4) All Officers employed after 28 June 1990 shall at the end of their fourth year of employment have an additional entitlement to 528 hours on full pay which shall reduce (if appropriate) in accordance with the following formula:

$$AL = \frac{528 \times (480 - SD)}{480}$$

AL: Additional Leave entitlement
SD: Number of Sick Leave hours taken in the first four years

34.2 Sick leave will not be granted when the illness is due to the Officer's own neglect or serious misconduct.

34.3 To be entitled to payment in accordance with this clause, the Officer or the Officer's agent shall advise the Employer of his or her inability to attend for work, provided that such advice in ordinary circumstances be given to the Employer prior to the commencement of the Officer's rostered shift. Where possible, an Officer shall also advise the Employer of his or her understanding of the nature of the illness and the estimated duration of the absence.

34.4 An Officer who is absent from work for a half day shall have the absence recorded by the Prison Administration and debited from the Officer's entitlement as prescribed in subclause 34.1 of this clause.

34.5 The provisions of this clause do not apply to an Officer who fails to provide to the Employer evidence to satisfy a reasonable person, within 14 days from the commencement of his or her absence, provided that the Officer shall not be required to produce evidence to satisfy a reasonable person for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.

34.6 An Officer proceeding on sick leave shall have the accrued entitlement to paid sick leave reduced by the time the Officer is absent from work on account of sick leave.

34.7 Where a Superintendent has received a complaint or has reason to believe that an Officer has taken sick leave without genuine cause the Superintendent may:

(1) inquire into the matter, and/or

(2) require an explanation in writing from the Officer concerned, and/or

(3) conduct an interview with the Officer either at the Officer's home or place of work, and/or

(4) direct the Officer to attend a medical practitioner nominated by the Department of Corrective Services for a medical examination to determine the Officer's fitness for duty; and/or

(5) refer the Officer to the Employee Welfare Unit for counselling.

34.8 (1) The parties to the Award have agreed that an Officer who takes sick leave without genuine cause is guilty of serious misconduct.

(2) If a Superintendent is satisfied that an Officer who has taken sick leave without genuine cause or acted in breach of this clause, the Superintendent shall:

(a) direct that the Officer be counselled by an Officer senior in rank, and/or

(b) direct that the misconduct be noted on the Officer's Performance Appraisal Report, and/or

(c) recommend to the Deputy Commissioner Adult Custodial that the Officer be given a compulsory transfer to another Prison, and/or

(d) recommend to the Deputy Commissioner Adult Custodial that the Officer be examined in accordance with regulation 5 of the Prisons Regulations or

(e) initiate disciplinary proceedings under Part X of the Prisons Act, (which may result in the following penalties: a caution, a reprimand, a fine not exceeding $250.00, suspension from duty without pay or other entitlements for a period

not exceeding 10 working days, reduction to a lower rank, requirement to resign under threat of dismissal or dismissal).

34.9 Any dispute arising under subclauses 34.7, 34.8, and 34.9 shall be dealt with in accordance with Clause 24. - Dispute Settlement Procedure of this Award or Part X of the Prisons Act.

35. - BEREAVEMENT LEAVE

35.1 Officers, including Sessional Prison Officers, shall on the death of:

(1) the spouse or de-facto partner of the Officer;

(2) the child or step-child of the Officer;

(3) the parent or step-parent of the Officer;

(4) the brother, sister, step brother or step sister; or

(5) any other person who, immediately before that person's death, lived with the Officer as a member of the Officer's family;

be eligible for up to two days paid bereavement leave, provided that at the request of an Officer the Employer may exercise discretion to grant bereavement leave to an Officer in respect of some other person with whom the Officer has a special relationship.

35.2 The two days need not be consecutive.

35.3 Bereavement leave is not to be taken during any other period of leave.

35.4 Payment of such leave may be subject to the Officer providing evidence, if so requested by the Employer, of the death or relationship to the deceased that would satisfy a reasonable person.

35.5 An Officer requiring more than two days bereavement leave in order to travel overseas in the event of the death overseas of a member of the Officer's immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the Officer is eligible, have immediate access to annual leave and/or accrued long service leave or leave without pay provided all accrued leave is exhausted.

36. - CULTURAL/CEREMONIAL LEAVE

36.1 Cultural/ceremonial leave shall be available to all Officers.

36.2 Such leave shall include leave to meet the Officer's customs, traditional law and to participate in cultural and ceremonial activities.

36.3 Officers are entitled to time off without loss of pay for cultural/ceremonial purposes, subject to agreement between the Employer and Officer and sufficient leave credits being available.

36.4 The Employer will assess each application for cultural/ceremonial leave on its merits and give consideration to the personal circumstances of the Officer seeking the leave.

36.5 The Employer may request reasonable evidence of the legitimate need for the Officer to be allowed time off.

36.6 Cultural/ceremonial leave may be taken as whole or part days off. Each day or part thereof, shall be deducted from:

(1) the Officer's annual leave entitlements; or

(2) accrued days off or time in lieu.

36.7 Time off without pay may be granted by arrangement between the Employer and the Officer for cultural/ceremonial purposes.

37. - EMERGENCY SERVICE LEAVE

37.1 Subject to operational requirements, paid leave of absence shall be granted by the Employer to an Officer who is an active volunteer member of State Emergency Service Units, St John Ambulance Brigade, Volunteer Fire and Rescue Service Brigades, Bush Fire Brigades, Volunteer Marine Rescue Services Groups or FESA Units, in order to allow for attendance at emergencies as declared by the recognised authority.

37.2 The Employer shall be advised as soon as possible by the Officer, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.

37.3 The Officer must complete a leave of absence form immediately upon return to work.

37.4 The application form must be accompanied by a certificate from the emergency organisation certifying that the Officer was required for the specified period.

37.5 An Officer, who during the course of an emergency, volunteers his or her services to an emergency organisation, shall comply with subclauses 37.2, 37.3 and 37.4 of this clause.

38. - TRADE UNION TRAINING LEAVE

38.1 Subject to the provisions of this clause:

(1) The Employer shall grant paid leave of absence to employees who are nominated by their Union to attend short courses conducted by the Union or a body nominated by the Union.

(2) Paid leave of absence shall also be granted to attend similar courses or seminars as from time to time approved by agreement between the parties.

38.2 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 ten 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 ten days.

38.3 (1) Leave of absence will be granted at the annualised rate of pay.

(2) 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.

38.4 Subject to subclause 38.3 of this clause 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.

38.5 The granting of leave pursuant to the provisions of subclause 38.1 of this clause is subject to the operation of the organisation not being unduly affected and to the convenience of the Employer.

38.6 (1) Any application by an employee shall be submitted to the Employer for approval at least four weeks before the commencement of the course, provided that the Employer may agree to a lesser period of notice.

(2) All applications for leave shall be accompanied by a statement from the relevant 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.

38.7 A qualifying period of 12 months in Government employment shall be served before an employee is eligible to attend courses or seminars of more than one-half day duration. An Employer may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than 12 months' Government service.

38.8 (1) The Employer shall not be liable for any expenses associated with an employee's attendance at Trade Union training courses.

(2) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

39. - UNION FACILITIES FOR UNION REPRESENTATIVES

39.1 The Employer recognises the rights of the Union to organise and represent its members. Union representatives in the agency have a legitimate role and function in assisting the Union in the tasks of recruitment, organising, communication and representing members' interests in the workplace, Department and Union electorate.

39.2 The Employer recognises that under the Union's rules Elected Representatives represent members within a Union.

39.3 The Union will advise the Employer in writing of the names of the elected Union representatives in the Department.

39.4 The Employer shall recognise the authorisation of each elected Union representative in the Department and shall provide them with the following assistance to undertake their duties as elected representatives:

39.5 (1) To attend State Council and Executive Council meetings, the Superintendent of the Prison will, upon receiving at least one week's notice of the meeting, effect administrative shift swaps so that elected representatives can have day(s) off.

(2) Reasonable paid time off from normal duties to perform his or her 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 in accordance with Clause 40. - Leave to Attend Union Business of the Award.

(3) Access to facilities required for the purpose of carrying out their duties. Facilities may include but 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 Prison Service and shall be in accordance with normal agency protocols.

(4) A noticeboard for the display of Union materials including broadcast email facilities.

(5) Paid access to periods of leave for the purpose of attending Union training courses in accordance with Clause 38. - Trade Union Training Leave of this Award. Country representatives will be provided with appropriate travel time.

(6) Notification of the commencement of new employees, and as part of their induction, time to discuss the benefits of Union membership with them.

(7) Access to Awards, Agreements, policies and procedures.

(8) Access to information on matters affecting employees in accordance with Clause 22 - Establishment of Consultative Mechanisms of this Award.

(9) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives.

(10) Alternative arrangements may be agreed between the parties.

(11) Where the Employer allows a person to take paid leave to attend Union duties or meetings there will be an obligation on the Employer to backfill that position. Where there is a maximum number of positions agreed to be backfilled by the parties at a Prison, covering Union leave will constitute one of those positions.

39.6 The Employer recognises that Union representatives in the workplace are not threatened or disadvantaged in any way as a result of their role as a Union representative.

40. - LEAVE TO ATTEND UNION BUSINESS

40.1 The Employer shall grant paid leave at the ordinary rate of pay during normal working hours to an Officer:

(1) who is required to attend or give evidence before any Industrial Tribunal;

(2) 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;

(3) when prior arrangement has been made between the Union and the Employer for the Officer to attend official Union meetings preliminary to negotiations and/or Industrial Tribunal proceedings; and

(4) who as a Union-nominated representative is required to attend joint Union/management consultative committees or working parties.

40.2 The granting of leave is subject to convenience and shall only be approved:

(1) where reasonable notice is given for the application for leave;

(2) for the minimum period necessary to enable the Union business to be conducted or evidence to be given; and

(3) for those Officers whose attendance is essential.

40.3 The Employer shall not be liable for any expenses associated with an Officer attending to Union business.

40.4 Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.

40.5 An Officer shall not be entitled to paid leave to attend to Union business other than as prescribed by this clause.

40.6 The provisions of the clause shall not apply to:

(1) special arrangements made with the Union which provide for unpaid leave for Officers to conduct Union business;

(2) when an Officer is absent from work without the approval of the Employer; and

(3) Sessional Prison Officers.

41. - PARENTAL LEAVE

41.1 Definition

"Officer" includes full time, part-time, permanent and fixed term contract Officers.

"Partner" means a person who is a spouse or de facto partner.

"Primary Care Giver" is the Officer who will assume the principal role for the care and attention of a child or children. The Employer may require confirmation of primary care giver status.

"Replacement Officer" is an Officer specifically engaged to replace an Officer proceeding on parental leave.

"Public Sector" means an employing authority as defined in Section 5 of the *Public Sector Management Act 1994*.

41.2 Entitlement to Parental and Partner Leave

(1) An Officer is entitled to a period of up to 52 weeks unpaid parental leave in respect of the:

(a) birth of a child to the Officer or the Officer's partner; or

(b) adoption of a child who is not the child or the stepchild of the Officer or the Officer's partner; is under the age of five (5); and has not lived continuously with the Officer for six (6) months or longer.

(2) An Officer identified as the primary care giver of a child and who has completed twelve months continuous service in the Western Australian Public Sector shall be entitled to the following amounts of paid parental leave which will form part of the 52 week entitlement provided in subclause 41.2(1) of this clause:

(a) ten (10) weeks paid parental leave from 1 July 2006

(b) twelve (12) weeks paid parental leave from 1 July 2007; and

(c) fourteen (14) weeks paid parental leave from 1 July 2008.

(3) An Officer may take the paid parental leave specified in subclause 41.2(2) at half pay for a period equal to twice the period to which the Officer would otherwise be entitled.

(4) A pregnant Officer can commence the period of paid parental leave any time up to six weeks before the expected date of birth and no later than four weeks after the birth. Any other primary care giver can commence the period of paid parental leave from the birth date or for the purposes of adoption from the placement of the child but no later than four (4) weeks after the birth or placement of the child.

(5) Paid parental leave for primary care purposes for any one birth or adoption shall not exceed the periods specified in subclause 41.2(2) above.

(6) The paid and unpaid parental leave entitlement up to a maximum of 52 weeks may be shared between partners assuming the role of primary care giver.

(7) Parental leave may only be taken concurrently by an Officer and his or her partner as provided for in subclause 41.3 or under special circumstances with the approval of the Employer.

(8) Where less than the standard parental leave is taken the unused portion of the period of paid or unpaid leave cannot be preserved in any way.

(9) An Officer may elect to receive pay in advance for the period of paid parental leave at the time the parental leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid parental leave.

(10) An Officer is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.

41.3 Partner Leave

(1) An Officer who is not a primary care giver shall be entitled to a period of unpaid partner leave of up to one (1) week at the time of the birth of a child/children to his or her partner. In the case of adoption of a child this period shall be increased to up to three (3) weeks unpaid leave.

(2) The Officer may request to extend the period of unpaid partner leave up to a maximum of eight (8) weeks.

41.4 Birth of a Child

(1) An Officer shall provide the Employer with a medical certificate from a qualified registered medical practitioner naming the Officer, or the Officer's partner confirming the pregnancy and the estimated date of birth.

(2) If the pregnancy results in other than a live child or the child dies in the six (6) weeks immediately after the birth, the entitlement to paid parental leave remains intact.

41.5 Adoption of a Child

(1) An Officer seeking to adopt a child shall be entitled to two (2) days' unpaid leave to attend interviews or examinations required for the adoption procedure. Officers working or residing outside the Perth metropolitan area are entitled to an additional day's unpaid leave. The Officer may take any paid leave entitlement in lieu of this leave.

(2) If an application for parental leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid parental leave is terminated. Officers may take any other paid leave entitlement in lieu of the terminated parental leave or return to work.

41.6 Other Leave Entitlements

(1) An Officer proceeding on unpaid parental leave may elect to substitute any part of that leave with accrued annual leave or long service leave for the whole or part of the period of unpaid parental leave.

(2) Subject to all other leave entitlements being exhausted an Officer shall be entitled to apply for leave without pay following parental leave to extend their leave by up to two (2) years. The Employer's approval is required for such an extension.

(3) The Employer shall only refuse such a request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include:

(a) cost;

(b) lack of adequate replacement staff;

(c) loss of efficiency;

(d) the impact on customer service.

(4) Any period of leave without pay must be applied for and approved in advance and will be granted on a year-by-year basis. Where both partners work for the Employer the total combined period of leave without pay following parental leave will not exceed two (2) years.

(5) An Officer on parental leave is not entitled to paid sick leave and other paid absences other than as specified in subclause 41.6(1) and 41.6(6).

(6) Should the birth or adoption result in other than the arrival of a living child, the Officer shall be entitled to such period of paid sick leave or unpaid leave for a period certified as necessary by a qualified registered medical practitioner. Such paid sick leave cannot be taken concurrently with paid parental leave.

(7) Where a pregnant Officer not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the Officer may take any paid sick leave to which the Officer is entitled or unpaid leave for a period as certified necessary by a qualified registered medical practitioner.

41.7 Notice and Variation

(1) The Officer shall give not less than four (4) weeks notice in writing to the Employer of the date the Officer proposes to commence paid or unpaid parental leave stating the period of leave to be taken.

(2) An Officer seeking to adopt a child shall not be in breach of subclause 41.7(1) by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.

(3) An Officer proceeding on parental leave may elect to take a shorter period of parental leave and may at any time during that period elect to reduce or extend the period stated in the original application, provided four (4) weeks written notice is provided.

41.8 Transfer to a Safe Job

Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the pregnant Officer make it inadvisable for the Officer to continue in her present duties, the duties shall be modified or the Officer may be transferred to a safe position at the same classification level until the commencement of parental leave.

41.9 Communication during Parental Leave

(1) Where an Officer is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Officer held before commencing parental leave; and

(b) provide an opportunity for the Officer to discuss any significant effect the change will have on the status or responsibility level of the position the Officer held before commencing parental leave.

(2) The Officer shall take reasonable steps to inform the Employer about any significant matter that will affect the Officer's decision regarding the duration of parental leave to be taken, whether the Officer intends to return to work and whether the Officer intends to return to work on a part-time basis.

(3) The Officer shall also notify the Employer of the changes of address or other contact details which might affect the Employer's capacity to comply with subclause 41.9(1).

41.10 Replacement Officer

Prior to engaging a replacement Officer the Employer shall inform the person of the temporary nature of the employment and the entitlements relating to the return to work of the Officer on parental leave.

41.11 Return to Work

(1) An Officer shall confirm the intention to return to work by notice in writing to the Employer not less than four (4) weeks prior to the expiration of parental leave.

(2) Where an Employer has made a definite decision to introduce major changes that are likely to have a significant effect on the Officer's position the Employer shall notify the Officer while they are on parental leave.

(3) An Officer on return to work from parental leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the Officer's skill and abilities as the substantive position held immediately prior to proceeding on parental leave. Where the Officer was transferred to a safe job the Officer is entitled to return to the position occupied immediately prior to transfer.

(4) An Officer may return on a part-time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level in accordance with the part time provisions of the Award and Agreement.

41.12 Effect of Parental Leave on the Contract of Employment

(1) An Officer employed for a fixed term contract shall have the same entitlement to parental leave, however the period of leave granted shall not extend beyond the term of that contract.

(2) Paid parental leave will count as qualifying service for all purposes of this Award and the Agreement. During paid parental leave at half pay all entitlements will accrue as if the Officer had taken the entitlement to paid parental leave at full pay.

(3) Absence on unpaid parental leave shall not break the continuity of service of Officers but shall not be taken into account in calculating the period of service for any purpose of this Award.

(4) An Officer on parental leave may terminate employment at any time during the period of leave by written notice in accordance with subclause 7.3 of Clause 7 – Contract of Service of this Award.

(5) An Employer shall not terminate the employment of an Officer on the grounds of the Officer's application for parental leave or absence on parental leave but otherwise the rights of the Employer in respect of termination of employment are not affected.

42. - STUDY LEAVE

Conditions for Granting Time Off

42.1 An Officer may be granted time off with pay for study purposes at the discretion of the Employer.

42.2 Part-time Officers are entitled to study leave on the same basis as full time Officers.

42.3 Time off with pay may be granted up to a maximum of five hours per week including travelling time, where subjects of approved courses are available during normal working hours, or where approved study by correspondence is undertaken.

42.4 Officers who are obliged to attend educational institutions for compulsory block sessions, may be granted time off with pay including travelling time up to the maximum annual amount allowed in subclause 42.3 of this clause.

42.5 Officers shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.

42.6 In every case the approval of time off to attend lectures and tutorials will be subject to:

(1) Department convenience;

(2) The course being undertaken on a part-time basis;

(3) Officers undertaking an acceptable formal study load in their own time;

(4) Officers making satisfactory progress with their studies;

(5) The course being of value to the agency; and

(6) The Employer's discretion when the course is only relevant to the Officer's career in the Service and being of value to the State.

42.7 A service agreement or bond will not be required.

42.8 Payment of Fees and Other Costs

(1) Agencies are to meet the payment of higher education administrative charges for Officers who, as a condition of their employment, are required to undertake studies at a University or College of Advanced Education. Officers who of their own volition attend such institutions to gain higher qualifications will be responsible for the payment of fees.

(2) This assistance does not include the cost of textbooks or Guild and Society fees.

(3) An Officer who is required to repeat a full academic year of the course will be responsible for payment of the higher education fees for that particular year.

42.9 Approved Courses

(1) (a) First-degree or Associate Diploma courses at a University within the state of Western Australia.

(b) First degree or Associate Diploma courses at a College of Advanced Education.

(c) Diploma courses at Technical and Further Education (TAFE).

(d) Two-year full time Certificate courses at TAFE.

(e) Courses recognised by the National Authority for the Accreditation of Translators and Interpreters (NAATI) in a language relevant to the needs of the Public Sector.

(2) Except as outlined in subclause 42.9(4) of this clause, Officers are not eligible for study assistance if they already possess one of the qualifications specified in subclause 42.9(1)(a) and 42.9(1)(b) of this clause.

(3) An Officer who has completed a Diploma through TAFE is eligible for study assistance to undertake a degree course at a University within the state of Western Australia or a College of Advanced Education. An Officer who has completed a two year full time Certificate through TAFE is eligible for study assistance to undertake a Diploma course specified in subclause 42.9(1)(c) or a degree or Associate Diploma course specified in subclause 42.9(1)(a) or 42.9(1)(b) of this clause.

(4) Assistance towards additional qualifications including second or higher degrees may be granted in special cases, at the discretion of the Employer.

42.10 (1) An acceptable part-time study load should be regarded as not less than five hours per week of formal tuition with at least half of the total formal study commitment being undertaken in the Officer's own time, except in special cases such as where the Officer is in the final year of study and requires less time to complete the course, or the Officer is undertaking the recommended part-time year or stage and this does not entail five hours formal study.

(2) A first degree or Associate Diploma course does not include the continuation of a degree or Associate Diploma towards a higher postgraduate qualification.

(3) In cases where Officers are studying subjects which require fortnightly classes the weekly study load should be calculated by averaging over two weeks the total fortnightly commitment.

(4) Travelling time returning home after lectures or tutorials is to be calculated as the excess time taken to travel home from such classes, compared with the time usually taken to travel home from the Officer's normal place of work.

(5) An Officer shall not be granted more than 5 hours time off with pay per week except in exceptional circumstances where the Employer may decide otherwise.

(6) Time off with pay for those who have failed a unit or units may be considered for one repeat year only.

42.11 Subject to the provisions of subclause 42.12 of this clause, the Employer may grant an Officer full time study leave with pay to undertake:

(1) Post graduate degree studies at Australian or overseas tertiary education institutions; or

(2) Study tours involving observations and/or investigations; or

(3) A combination of postgraduate studies and study tour.

42.12 Applications for full time study leave with pay are to be considered on their merits and may be granted provided that the following conditions are met:

(1) The course or a similar course is not available locally. Where the course of study is available locally, applications are to be considered in accordance with the provisions of subclause 42.1 to 42.11 of this clause and the Leave Without Pay provisions of this Award (Clause 43).

(2) It must be a highly specialised course with direct relevance to the Officer's profession.

(3) It must be highly relevant to the agency's corporate strategies and goals.

(4) The expertise or specialisation offered by the course of study should not already be available through other Officers employed within the agency.

(5) If the applicant was previously granted study leave, studies must have been successfully completed at that time.

(6) A fixed term contract Officer may not be granted study leave with pay for any period beyond that Officer's approved period of engagement.

42.13 Full time study leave with pay may be approved for more than 12 months subject to a yearly review of satisfactory performance.

42.14 Where an outside award is granted and the studies to be undertaken are considered highly desirable by an Employer, financial assistance to the extent of the difference between the Officer's normal salary and the value of the award may be considered. Where no outside award is granted and where a request meets all the necessary criteria then part or full payment of salary may be approved at the discretion of the Employer.

42.15 The Employer supports recipients of coveted awards and fellowships by providing study leave with pay. Recipients normally receive as part of the award or fellowship; return airfares, payment of fees, and allowance for books, accommodation or a contribution towards accommodation.

42.16 Where recipients are in receipt of a living allowance, this amount should be deducted from the Officer's salary for that period.

42.17 Where the Employer approves full time study leave with pay the actual salary contribution forms part of the agency's approved average staffing level funding allocation. Employers should bear this in mind if considering temporary relief.

42.18 Where study leave with pay is approved and the Employer also supports the payment of transit costs and/or an accommodation allowance, the Employer will gain approval for the transit and accommodation costs as required.

42.19 Where Officers travelling overseas at their own expense wish to participate in a study tour or convention whilst on tour, study leave with pay may be approved by the Employer together with some local transit and accommodation expenses providing it meets the requirements of subclause 42.12 of this clause. Each case is to be considered on its merits.

42.20 The period of full time study leave with pay is accepted as qualifying service for leave entitlements and other privileges and conditions of service prescribed for Officers under this Award.

43. - LEAVE WITHOUT PAY

43.1 Subject to the provisions of subclause 43.2 of this clause, the Employer may grant an Officer leave without pay for any period and is responsible for that Officer on his or her return.

43.2 Every application for leave without pay will be considered on its merits and may be granted provided that the following conditions are met:

(1) The work of the Department is not inconvenienced; and

(2) All other leave credits of the Officer are exhausted.

43.3 An Officer on a fixed term contract may not be granted leave without pay for any period beyond that Officer's approved period of engagement.

44. - BLOOD/PLASMA DONORS LEAVE

44.1 Subject to operational requirements, Officers shall be entitled to absent themselves from the workplace in order to donate blood or plasma in accordance with the following general conditions:

(1) Prior arrangements with the supervisor has been made and at least two days' notice has been provided; or

(2) The Officer is called upon by the Red Cross Blood Centre.

44.2 The notification period shall be waived or reduced where the Superintendent is satisfied that operations would not be unduly affected by the Officer's absence.

44.3 The Officer shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.

44.4 Officers shall be entitled to two hours of paid leave per donation for the purpose of donating blood to the Red Cross Blood Centre.

45. - TRAINING WITH DEFENCE FORCE RESERVES LEAVE

45.1 The Employer must grant leave of absence for the purpose of defence service to an Officer who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.

45.2 Leave of absence may be paid or unpaid in accordance with the provisions of this clause.

45.3 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 Officer shall provide a certificate of attendance to the Employer.

45.4 Paid Leave

(1) An Officer who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for the purpose of attending a training camp, school, class or course of instruction, subject to the conditions set out hereunder.

(2) Part-time Officers shall receive the same paid leave entitlement as full time Officers but payment shall only be made for those hours that would normally have been worked but for the leave.

(3) On written application, an Officer shall be paid salary in advance when proceeding on such leave.

(4) Sessional Prison Officers are not entitled to paid leave for the purpose of defence service.

45.5 Attendance at a Camp for Annual Continuous Obligatory Training

(1) An Officer is entitled to paid leave for a period not exceeding 80 hours on full pay in any period of twelve months commencing on 1 July in each year.

(2) If the Officer-in-Charge of a military unit certifies that it is essential for an Officer to be at the camp in an advance or rear party, a maximum of 30 extra hours leave on full pay shall be granted in the twelve-month period.

45.6 Attendance at One Special School, Class or Course of Instruction

(1) In addition to the paid leave granted under subclause 45.5 of this clause, an Officer is entitled to a period not exceeding 16 calendar days in any period of twelve months

commencing on July 1 in each year, provided the Employer is satisfied that the leave required is for a special purpose and not for a further routine camp.

(2) In this circumstance, an Officer may elect to utilise annual leave credits. However, if the leave is not taken from annual leave, salary during the period shall be at the rate of the difference between the normal remuneration of the Officer and the defence force payments to which the Officer is entitled if such payments do not exceed normal salary. In calculating the pay differential, pay for Saturdays, Sundays, public holidays and special 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 Officer.

45.7 Unpaid Leave

(1) Any leave for the purpose of defence service that exceeds the paid entitlement prescribed in subclauses 45.5 and 45.6 of this clause shall be unpaid.

(2) Sessional Prison Officers are entitled to unpaid leave for the purpose of defence service.

45.8 Use of Other Leave

(1) An Officer may elect to use annual or long service leave credits for some or all of his or her absence on defence service, in which case he or she will be treated in all respects as if on normal paid leave.

(2) An Employer cannot compel an Officer to use annual leave or long service leave for the purpose of defence service.

46. - INTERNATIONAL SPORTING EVENTS LEAVE

46.1 Special leave with pay may be granted by the Employer to an Officer chosen to represent Australia as a competitor or official, at a sporting event, which meets the following criteria:

(1) It is a recognised international amateur sport of national significance; or

(2) It is a world or international regional competition; and

(3) No contribution is made by the sporting organisation towards the normal salary of the Officer.

46.2 The Employer shall make enquiries with the Department of Sport and Recreation:

(1) Whether the application meets the above criteria;

(2) The period of leave to be granted.

47. - PURCHASED LEAVE DEFERRED SALARY SCHEME

47.1 With the written agreement of the Employer, an Officer may elect to receive, over a four-year period, 80% of the salary he or she would otherwise be entitled to receive in accordance with the Award.

47.2 The Employer will assess each application for deferred salary on its merits and give consideration to the personal circumstances of the Officer seeking the leave.

47.3 On completion of the fourth year, an Officer will be entitled to 12 months' leave and will receive an amount equal to 80% of the salary he or she would otherwise be entitled to in the fourth year of deferment.

47.4 Where an Officer 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.

47.5 An Officer may withdraw from this arrangement prior to completing a four-year period by written notice. The Officer will receive a lump sum payment of salary forgone to that time but will not be entitled to equivalent absence from duty.

47.6 The Employer will ensure that superannuation arrangements and taxation effects are fully explained to the Officer by the relevant Authority. The Employer will put any necessary arrangements into place.

48. - PURCHASED LEAVE -50/52 OR 49/52 SALARY ARRANGEMENT

48.1 The Officer may elect to enter into an arrangement whereby the Officer can purchase a block of two or three weeks' additional leave. These arrangements have been developed to encourage Officers working a three week roster cycle to apply for the three week leave block.

48.2 The Employer will give priority access to those employees with carer responsibilities.

48.3 The Employee can agree to take a reduced salary spread over the 52 weeks of the year and receive two (2) or three (3) weeks' purchased leave.

48.4 The purchased leave will not be able to be accrued. The Officer is to be entitled to pay in lieu of the purchased leave not taken. In the event that the Officer is unable to take such purchased leave, his or her salary will be adjusted on the last pay period in July to take account of the fact that time worked during the year was not included in the salary.

48.5 In the event that a part-time Officer's ordinary working hours are varied during the year, the salary paid for such leave taken will be adjusted on the last pay in July to take into account any variations to the Officer's ordinary working hours during the previous year.

48.6 Applications by Officers wishing to receive the additional weeks' leave must be received by 31 March prior to the financial year in which the leave will be taken.

48.7 Overtime will continue to be paid as if the Officer was in receipt of his or her normal substantiative salary and not the amended salary rate.

48.8 Each Prison, prior to the start of the financial year, will determine the number of Officers who have elected for the additional two or three weeks' additional leave and develop a roster. The roster is to be designed to spread allocation of this leave evenly throughout the year. Officers will be given the opportunity to nominate periods within the roster. Where more Officers than can be accommodated nominate for a particular block the Superintendent will decide in consulting with those Officers directly affected who is to be allocated the period. Subject to subclause 48.2, Officers will receive priority where that leave adjoins their existing leave roster.

PART V – ALLOWANCE TYPES/SPECIFICATIONS

49. - DOG HANDLERS ALLOWANCE

49.1 Where the Department directs that an Officer is to be responsible for maintaining an animal attached to the Dog Handlers Unit and that such responsibility includes feeding, home kennelling, transportation, safety and security of the animal, the Officer shall be paid a fortnightly allowance calculated at ten and one half percent of the Officer's fortnightly annualised salary.

49.2 The Department shall be responsible to provide alternative kennel facilities for the animal during an Officer's leave.

49.3 The Department shall cover the cost of approved veterinary treatment provided to the animal.

50. – DISTRICT ALLOWANCE

50.1 For the purposes of this clause the following terms shall have the following meanings:

(1) "Dependant" in relation to an Officer means:

(a) a spouse; or

(b) where there is no spouse, a child or any other relative resident within the State who relies on the Officer for his or her main support;

who does not receive a district or location allowance of any kind.

(2) "Partial dependant" in relation to an Officer (for the purpose of district allowance) means:

(a) a spouse; or

(b) where there is no spouse, a child or any other relative resident within the State who relies on the Officer for his or her main support;

who receives a district or location allowance of any kind less than that applicable to an Officer without dependants under any Award, Agreement or other provision regulating the employment of the partial dependant.

(3) "Spouse" means an Officer's spouse including defacto spouse.

50.2 (1) Boundaries

For the purpose of Schedule D - District Allowance of this Award, the boundaries of the various districts shall be as described hereunder and as delineated on the plan in Schedule E - District Allowance Map to this Award.

(2) District

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) That area of the State situated between the lat 24 and a line running east from Carnot Bay to the Northern Territory Border.

(f) That area of the State north of a line running east from Carnot Bay to the Northern Territory Border.

50.3 (1) An Officer shall be paid a district allowance at the standard rate prescribed in Column II of Schedule D. - District Allowance of this Award, for the district in which the Officer's headquarters is located. Provided that where the Officer's headquarters is situated in a town or place specified in Column III of Schedule D- District Allowance of this Award, the Officer shall be paid a district allowance at the rate appropriate to that town or place as prescribed in Column IV of the said schedule.

(2) An Officer who has a dependant shall be paid double the district allowance prescribed by subclause 50.3(1) of this clause for the district, town, or place in which the Officer's headquarters is located.

(3) Where an Officer has a partial dependant the total district allowance payable to the Officer shall be the district allowance prescribed by subclause 50.3(1) of this clause plus an allowance equivalent to the difference between the rate of district or location allowance the partial dependant receives and the rate of district or location allowance the partial dependant would receive if he or she was employed in a full time capacity under the Award, Agreement or other provision regulating the employment of the partial dependant.

(4) When an Officer is on approved annual leave, the Officer shall for the period of such leave, be paid the district allowance to which he or she would ordinarily be entitled.

(5) When an Officer is on long service leave or other approved leave with pay (other than annual leave), the Officer shall only be paid district allowance for the period of such leave if the Officer, dependant/s or partial dependant/s remain in the district in which the Officer's headquarters are situated.

(6) When an Officer leaves his or her district on duty, payment of any district allowance to which the Officer would ordinarily be entitled shall cease after the expiration of two weeks unless the Officer's dependant/s or partial dependant/s remain in the district or as otherwise approved by the Commissioner.

(7) Except as provided in subclause 51.3(6) of this clause, a district allowance shall be paid to any Officer ordinarily entitled thereto in addition to reimbursement of any travelling, transfer or relieving expenses or camping allowance.

(8) Where an Officer whose headquarters is located in a district in respect of which no allowance is prescribed in Schedule D. - District Allowance of this Award, is required to travel or temporarily reside for any period in excess of one month in any district or districts in respect of which such allowance is so payable, then notwithstanding the Officer's entitlement to any such allowance provided by Clause 53. - Relieving Allowance and Clause 56. - Travelling Allowance of this Award the Officer shall be paid for the whole of such a period a district allowance at the appropriate rate prescribed by subclauses 51.3(1), 51.3(2) or 51.3(3) of this clause, for the district in which the Officer spends the greater period of time.

(9) When an Officer is provided with free board and lodging by the Employer the allowance shall be reduced to two-thirds of the allowance the Officer would ordinarily be entitled to under this clause.

50.4 Part-Time Officers

An Officer who is employed on a part-time basis shall be paid a proportion of the appropriate district allowance payable in accordance with the following formula:

$$\frac{\text{Hours worked per fortnight}}{} \times \frac{\text{Appropriate District Allowance}}{}$$

50.5 Adjustment of Rates

The rates expressed in Schedule D. - District Allowance of this Award shall be adjusted administratively every twelve (12) months, effective from the first pay period to commence on or after the first day of July in each year, in accordance with the official Consumer Price Index (CPI) for Perth, as published for the preceding 12 months at the end of the March quarter by the Australian Bureau of Statistics.

51. - DISTURBANCE ALLOWANCE

51.1 Where an Officer is transferred and incurs expenses in the areas referred to in subclause 51.2 of this clause as a result of that transfer then the Officer shall be granted a disturbance allowance and shall be reimbursed by the Employer the actual expenditure incurred upon production of receipts or such other evidence as may be required.

51.2 The disturbance allowance shall include:

(1) Costs incurred for telephone installation at the Officer's new residence provided that the cost of telephone installation shall be reimbursed only where a telephone was installed at the Officer's former residence including Employer accommodation.

(2) Costs incurred with the connection or reconnection of services to the Officer's household including Employer accommodation for water, gas or electricity.

(3) Costs incurred with the redirection of mail to the Officer's new residence for a period of no more than three months.

52. - MOTOR VEHICLE ALLOWANCE

For the purposes of this clause the following expressions shall have the following meanings:

52.1 (1) "A year" means 12 months commencing on the 1st day of July and ending on the 30th day of June next following.

(2) "Metropolitan area" means that area within a radius of 50 kilometres from the Perth City Railway Station.

(3) "South West land division" means the South West land division as defined by to Section 6 Schedule 1 *Land Administration Act, 1997* excluding the area contained within the metropolitan area.

(4) "Rest of the State" means that area south of 23.5 degrees south latitude, excluding the metropolitan area and the South West land division.

(5) "Term of Employment" means a requirement made known to the Officer at the time of applying for the position by way of publication in the advertisement for the position, written advice to the Officer contained in the offer for the position or oral communication at interview by an interviewing Officer and such requirement is accepted by the Officer either in writing or orally.

(6) "Qualifying Service" shall include all service in positions where there is a requirement as a term of employment to supply and maintain a motor vehicle for use on official business but shall exclude all absences, which effect entitlements as provided by the schedule attached to Administrative Instruction 610.

52.2 Allowance for Officers required to supply and maintain a vehicle as a term of employment

(1) An Officer who is required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment shall be reimbursed in accordance with the appropriate rates set out in Schedule F - Motor Vehicle Allowance of this Award for journeys travelled on official business and approved by the Commissioner.

(2) An Officer who is reimbursed under the provisions of subclause 52.2(1) will also be subject to the following conditions:

(a) For the purposes of subclause 52.2 an Officer shall be reimbursed with the appropriate rates set out in Schedule F - Motor Vehicle Allowance of this Award for the distance travelled from the Officer's residence to the place of duty and for the return distance travelled from place of duty to residence except on a day where the Officer travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day.

(b) Where an Officer in the course of a journey travels through two or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in Schedule F - Motor Vehicle Allowance of this Award.

(c) Where an Officer does not travel in excess of 4,000 kilometres in a year an allowance calculated by multiplying the appropriate rate per kilometre by the difference between the actual distance travelled and 4,000 kilometres shall be paid to the Officer provided that where the Officer has less than 12 months qualifying service in the year then the 4,000 kilometre distance will be reduced on a pro rata basis and the allowance calculated accordingly.

(d) Where a part-time Officer is eligible for the payment of an allowance under subclause (2)(c) of this subclause such allowance shall be calculated on the proportion of total hours worked in that year by the Officer to the annual standard hours had the Officer been employed on a full time basis for the year.

(e) An Officer who is required to supply and maintain a motor vehicle for use on official business is excused from this obligation in the event of his or her vehicle being stolen, consumed by fire, or suffering a major and unforeseen mechanical breakdown or accident, in which case all entitlement to reimbursement ceases while the Officer is unable to provide the motor vehicle or a replacement.

(f) The Commissioner may elect to waive the requirement that an Officer supply and maintain a motor vehicle for use on official business, but three months written notice of the intention so to do shall be given to the Officer concerned.

52.3 Allowance for Officers relieving Officers subject to subclause 52.2 of this clause

(1) An Officer not required to supply and maintain a motor vehicle as a term of employment who is required to relieve an Officer required to supply and maintain a motor vehicle as a term of employment shall be reimbursed all expenses incurred in accordance with the appropriate rates set out in Schedule F - Motor Vehicle Allowance of this Award for all journeys travelled on official business and approved by the Commissioner where the Officer is required to use his or her vehicle on official business whilst carrying out the relief duties.

(2) For the purposes of subclause 52.3(1) of this clause an Officer shall be reimbursed all expenses incurred in accordance with the appropriate rates set out in Schedule F - Motor Vehicle Allowance of this Award for the distance travelled from the Officer's residence to place of duty and the return distance travelled from place of duty to residence except

on a day where the Officer travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day.

(3) Where an Officer in the course of a journey travels through two or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in Schedule F - Motor Vehicle Allowance of this Award.

(4) For the purpose of this subclause the allowance provided in subclauses 52.2(2)(c) and (d) of this clause shall not apply.

52.4 Allowance for other Officers using vehicle on official business

(1) An Officer who is not required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment, but when requested by the Commissioner voluntarily consents to use the vehicle shall for journeys travelled on official business approved by the Commissioner be reimbursed all expenses incurred in accordance with the appropriate rates set out in Schedule G - Motor Vehicle Allowance and Schedule H - Motor Cycle Allowance of this Award.

(2) For the purpose of subclause 52.4(1) of this clause an Officer shall not be entitled to reimbursement for any expenses incurred in respect to the distance between the Officer's residence and headquarters and the return distance from headquarters to residence.

(3) Where an Officer in the course of a journey travels through two or more separate areas, reimbursement shall be made at the appropriate rate if applicable to each of the areas traversed as set out in Schedule G - Motor Vehicle Allowance.

(4) For the purposes of this subclause the allowances provided in subclauses 52.2(2)(c) and 52.2(2)(d) of this clause shall not apply.

52.5 Allowance for towing Departmental caravan or trailer

In cases where Officers are required to tow Departmental caravans on official business, the additional rate shall be 6.5 cents per kilometre. When Departmental trailers are towed on official business the additional rate shall be 3.5 cents per kilometre.

52.6 Special conditions

Where the cost of vehicles and petrol increase or decrease such that a corresponding increase or decrease in the allowance provided for a vehicle over 1600cc in the metropolitan area would amount to 0.1 of a cent or greater then the parties agree that the allowance shall be increased or decreased accordingly.

53. - RELIEVING ALLOWANCE

An Officer who is required to take up duty away from headquarters on relief duty or to perform special duty, and necessarily resides temporarily away from the Officer's usual place of residence shall be reimbursed reasonable expenses on the following basis:

53.1 Where the Officer:

(1) is supplied with accommodation and meals free of charge, or

(2) is accommodated at a Government institution, hostel or similar establishment and supplied with meals,

reimbursement shall be in accordance with the rates prescribed in Column A, Items (1), (2) or (3) of Schedule I - Travelling, Transfer and Relieving Allowance of this Award.

53.2 Where Officers are fully responsible for their own accommodation, meals and incidental expenses and hotel or motel accommodation is utilised:

(1) For the first forty-two (42) days after arrival at the new locality reimbursement shall be in accordance with the rates prescribed in Column A, Items (4) to (8) of Schedule I - Travelling, Transfer and Relieving Allowance of this Award

(2) For periods in excess of forty-two (42) days after arrival in the new locality reimbursement shall be in accordance with the rates prescribed in Column B, Items (4) to (8) of Schedule I - Travelling, Transfer and Relieving Allowance of this Award for Officers with dependants or Column C, Items (4) to (8) of Schedule I - Travelling, Transfer and Relieving Allowance of this Award for other Officers; period of reimbursement under this subclause shall not exceed forty-nine days without the approval of the Commissioner.

53.3 Where Officers are fully responsible for their own accommodation, meal and incidental expenses and other than hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Column A, Items (9), (10) or (11) of Schedule I - Travelling, Transfer and Relieving Allowance of this Award.

53.4 If an Officer whose normal duties do not involve camp accommodation is required to relieve or perform special duty resulting in a stay at a camp, the Officer shall be paid camping allowance for the duration of the period spent in camp, and in addition, shall be paid a lump sum of $157.00 to cover incidental personal expenses; provided that an Officer shall receive no more than one lump sum of $157.00 in any one period of three (3) years.

53.5 Reimbursement of expenses shall not be suspended should an Officer become ill whilst on relief duty, provided leave for the period of such illness is approved in accordance with the provisions of this Award and the Officer continues to incur accommodation, meal and incidental expenses.

53.6 When an Officer who is required to relieve or perform special duties in accordance with the preamble of this clause is authorised by the Commissioner to travel to the new locality in the Officer's own motor vehicle, reimbursement for the return journey shall be as follows:

(1) Where the Officer will be required to maintain a motor vehicle for the performance of the relieving or special duties, reimbursement shall be in accordance with the appropriate rate prescribed by subclause 52.2 of Clause 52. - Motor Vehicle Allowance of this Award.

(2) Where the Officer will not be required to maintain a motor vehicle for the performance of the relieving or special duties reimbursement shall be on the basis of one half (½) of the appropriate rate prescribed by subclause 52.2 of Clause 52. - Motor Vehicle Allowance of this Award; provided that the maximum amount of reimbursement shall not exceed the cost of the fare by public conveyance which otherwise would be utilised for such return journey.

53.7 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, an appropriate rate of reimbursement shall be determined by the Commissioner.

53.8 The provisions of Clause 56. - Travelling Allowance of this Award shall not operate concurrently with the provisions of this clause to permit an Officer to be paid allowances in respect of both travelling and relieving expenses for the same period; provided that where an Officer is required to travel on official business which involves an overnight stay away from the Officer's temporary headquarters the Commissioner may extend the periods specified in subclause 53.2 of this clause by the time spent in travelling.

53.9 An Officer who is directed to relieve another Officer or to perform special duty away from the Officer's usual headquarters and is not required to reside temporarily away from his or her usual place of residence shall, if the Officer is not in receipt of a higher duties or special allowance for

such work, be reimbursed the amount of additional fares paid by the Officer travelling by public transport to and from the place of temporary duty.

54. - REMOVAL ALLOWANCE

54.1 When an Officer is transferred in the public interest, or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the Officer has no control, the Officer shall be reimbursed:

(1) The actual reasonable cost of conveyance of the Officer and dependants.

(2) The actual cost (including insurance) of the conveyance of an Officer's household furniture effects and appliances up to a maximum volume of 35 cubic metres, provided that a larger volume may be approved by the Commissioner in special cases.

(3) An allowance of $525.00 for accelerated depreciation and extra wear and tear on furniture, effects and appliances for each occasion that an Officer is required to transport his or her furniture, effects and appliances provided that the Commissioner is satisfied that the value of household furniture, effects and appliances moved by the Officer is at least $3,143.00.

(4) Reimbursement of reasonable expenses in kennelling and transporting of domestic pet or pets up to a maximum amount of $167.00.

Pets are defined as dogs, cats, birds or other domestic animals kept by the Officer or the Officer’s dependants for the purpose of household enjoyment.

Pets do not include domesticated livestock, native animals or equine animals.

54.2 An Officer who is transferred solely at his or her own request or on account of misconduct must bear the whole cost of removal unless otherwise determined by the Employer prior to removal.

54.3 An Officer shall be reimbursed the full freight charges necessarily incurred in respect of the removal of the Officer's motor vehicle. If authorised by the Commissioner to travel to a new locality in the Officer's own motor vehicle, reimbursement shall be as follows:

(1) Where the Officer will be required to maintain a motor vehicle for use on official business at the new headquarters, reimbursement for the distance necessarily travelled shall be on the basis of the appropriate rate prescribed by subclause 52.2 of Clause 52. - Motor Vehicle Allowance of this Award.

(2) Where the Officer will not be required to maintain a motor vehicle for use on official business at the new headquarters reimbursement for the distance necessarily travelled shall be on the basis of one half (½) of the appropriate rate prescribed by subclause 52.3 of Clause 52. - Motor Vehicle Allowance of this Award.

54.4 The Officer shall, before removal is undertaken obtain quotes from at least two carriers which shall be submitted to the Commissioner, who may authorise the acceptance of the more suitable; provided that payment for a volume amount beyond 35 cubic metres by a Department is not to occur without the prior written approval of the Commissioner.

54.5 The Commissioner may, in lieu of conveyance, authorise payment to compensate for any loss in any case where an Officer, with prior approval of the Commissioner, disposes of his or her household furniture effects and appliances instead of removing them to the new headquarters; provided that such payments shall not exceed the sum which would have been paid if the Officer's household furniture effects and appliances had been removed by the cheapest method of transport available and the volume was 35 cubic metres.

54.6 Where an Officer is transferred to Government owned or private rental accommodation, where furniture is provided, and as a consequence the Officer is obliged to store furniture, the Officer shall be reimbursed the actual cost of such storage up to a maximum allowance of $975.00 per annum. Actual cost is deemed to include the premium for adequate insurance coverage for the value of the furniture stored. An allowance under this subclause shall not be paid for a period in excess of four years without the approval of the Employer.

54.7 Receipts must be produced for all sums claimed.

54.8 New appointees to the Prison Service shall be entitled to receive the benefits of this clause if they are required by the Employer to participate in any training course prior to being posted to their respective positions in the service. This entitlement shall only be available to Officers who have completed their training and who incur costs when moving to their first posting.

55. - TRANSFER ALLOWANCE

55.1 Subject to subclauses 55.2 and 55.5 of this clause an Officer who is transferred to a new locality in the public interest, or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the Officer has no control, shall be paid at the rates prescribed in Column A, Item (4), (5) or (6) of Schedule I - Travelling, Transfer and Relieving Allowance of this Award for a period of 14 days after arrival at new headquarters within Western Australia or Column A, Items (7) and (8) of Schedule I - Travelling, Transfer and Relieving Allowance of this Award for a period of 21 days after arrival at a new headquarters in another State of Australia; provided that if an Officer is required to travel on official business during the said periods, such period will be extended by the time spent in travelling. Under no circumstances, however, shall the provisions of this subclause operate concurrently with those of Clause 56. - Travelling Allowance of this Award to permit an Officer to be paid allowances in respect of both travelling and transfer expenses for the same period.

55.2 Prior to the payment of an allowance specified in subclause 55.1 of this clause, the Commissioner shall:

(1) Require the Officer to certify that permanent accommodation has not been arranged or is not available from the date of transfer. In the event that permanent accommodation is to be immediately available, no allowance is payable; and

(2) Require the Officer to advise the Employer that should permanent accommodation be arranged or become available within the prescribed allowance periods, the Officer shall refund the pro rata amount of the allowance for that period the occupancy in permanent accommodation takes place prior to the completion of the prescribed allowance periods.

Provided also that should an occupancy date which falls within the specified allowance periods be notified to the Department prior to the Officer's transfer, the payment of a pro rata amount of the allowance should be made in lieu of the full amount.

55.3 If an Officer is unable to obtain reasonable accommodation for the transfer of his or her home within the prescribed period referred to in subclause 55.1 of this clause and the Commissioner is satisfied that the Officer has taken all possible steps to secure reasonable accommodation, such Officer shall, after the expiration of the prescribed period to be paid in accordance with the rates prescribed by Column B, Items (4), (5), (6), (7) or (8) of Schedule I - Travelling, Transfer and Relieving Allowance of this Award as the case may require, until such time as the Officer has secured reasonable accommodation; provided that the period of reimbursement under this subclause shall not exceed 77 days without the approval of the Commissioner.

55.4 When 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 Officer on transfer, an appropriate rate of reimbursement shall be determined by the Commissioner.

55.5 An Officer who is transferred to Employer accommodation shall not be entitled to reimbursement under this clause, provided that:

(1) where entry into Employer accommodation is delayed through circumstances beyond the Officer's control an Officer may, subject to the production of receipts, be reimbursed actual reasonable accommodation and meal expenses for the Officer and dependants less a deduction for normal living expenses prescribed in Column A, Items (15) and (16) of Schedule I - Travelling, Transfer and Relieving Allowance of this Award.

and provided that:

(2) if any costs are incurred under subclause 51.2 of Clause 51. - Disturbance Allowance of this Award they shall be reimbursed by the Employer.

56. - TRAVELLING ALLOWANCE

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

56.1 When a trip necessitates an overnight stay away from headquarters and the Officer:

(1) is supplied with accommodation and meals free of charge; or

(2) attends a course, conference, etc., where the fee paid includes accommodation and meals; or

(3) travels by rail and is provided with a sleeping berth and meals; or

(4) is accommodated at a Government institution, hostel or similar establishment and supplied with meals;

reimbursement shall be in accordance with the rates prescribed in Column A, Items (1), (2) or (3) of Schedule I - Travelling, Transfer and Relieving Allowance of this Award.

56.2 When a trip necessitates an overnight stay away from headquarters and the Officer is fully responsible for his or her own accommodation, meals and incidental expenses:

(1) where hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Column A, Items (4) to (8) of Schedule I - Travelling, Transfer and Relieving Allowance of this Award; and

(2) where other than hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Column A, Items (9), (10) or (11) of Schedule I - Travelling, Transfer and Relieving Allowance of this Award.

56.3 When a trip necessitates an overnight stay away from headquarters and accommodation only is provided at no charge to the Officer, reimbursement shall be made in accordance with the rates prescribed in Column A, Items 1, 2 or 3 and Items 12, 13 or 14 of Schedule I - Travelling, Transfer and Relieving Allowance of this Award subject to the Officer's certification that each meal claimed was actually purchased.

56.4 To calculate reimbursement under subclauses 56.1 and 56.2 of this clause for a part of a day, the following formula shall apply:

(1) If departure from headquarters is:

before 8.00am - 100% of the daily rate.

8.00am or later but prior to 1.00pm - 90% of the daily rate.

1.00pm or later but prior to 6.00pm - 75% of the daily rate.

6.00pm or later - 50% of the daily rate.

(2) If arrival back at headquarters is:

8.00am or later but prior to 1.00pm - 10% of the daily rate.

1.00pm or later but prior to 6.00pm - 25% of the daily rate.

6.00pm or later but prior to 11.00pm - 50% of the daily rate.

11.00pm or later - 100% of the daily rate.

56.5 When an Officer travels to a place outside a radius of 50 kilometres measured from the Officer's headquarters, and the trip does not involve an overnight stay away from headquarters, reimbursement for all meals claimed shall be at the rates set out in Column A, Items (12) or (13) of Schedule I - Travelling, Transfer and Relieving Allowance of this Award subject to the Officer's certification that each meal claimed was actually purchased; provided that when an Officer departs from headquarters before 8.00am and does not arrive back at headquarters until after 11.00pm on the same day the Officer shall be paid at the appropriate rate prescribed in Column A, Items (4) to (8) of Schedule I - Travelling, Transfer and Relieving Allowance of this Award.

56.6 When it can be shown to the satisfaction of the Commissioner by the production of receipts that reimbursement in accordance with Schedule I - Travelling, Transfer and Relieving Allowance of this Award does not cover an Officer's reasonable expenses for a whole trip the Officer shall be reimbursed the excess expenditure.

56.7 In addition to the rates contained in Schedule I - Travelling, Transfer and Relieving Allowance of this Award an Officer shall be reimbursed reasonable incidental expenses such as train, bus and taxi fares, official telephone calls, laundry and dry cleaning expenses, on production of receipts.

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

56.9 Reimbursement of expenses shall not be suspended should an Officer become ill whilst travelling, provided leave for the period of such illness is approved in accordance with provisions of Clause 34. - Sick Leave of this Award, and the Officer continues to incur accommodation, meal and incidental expenses.

56.10 Reimbursement claims for travelling in excess of 14 days in one month shall not be passed for payment by a certifying officer unless the Commissioner has endorsed the account.

56.11 An Officer who is relieving at or temporarily transferred to any place within a radius of 50 kilometres measured from the Officer's headquarters shall not be reimbursed the cost of midday meals purchased, but an Officer travelling on duty within that area which requires absence from the Officer's headquarters over the usual midday meal period shall be paid at the rate prescribed by Item (17) of Schedule I - Travelling, Transfer and Relieving Allowance of this Award for each meal necessarily purchased, provided that:

(1) such travelling is not a normal feature in the performance of the Officer's duties; and

(2) such travelling is not within the suburb in which the Officer resides; and

(3) the Officer's total reimbursement under this subclause for any one pay period shall not exceed the amount prescribed by Item (18) of Schedule I - Travelling, Transfer and Relieving Allowance of this Award.

57. - PROPERTY ALLOWANCE

57.1 For the purposes of this clause the following expressions shall have the following meanings:

(1) "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.

(2) "Dependant" in relation to an Officer means:

(a) spouse including defacto spouse;

(b) child/children; or

(c) other dependant family;

who resides with the Officer and who relies on the Officer for support.

(3) "Expenses" in relation to an Officer means all costs incurred by the Officer in the following areas:

(a) Legal fees in accordance with the *Solicitor's Remuneration Order, 1976* as amended and varied, duly 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, the maximum fee to be claimed shall be as set out under item 8 of the above order.

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

(c) Real Estate Agent's Commission in accordance with that fixed by the Real Estate and Business Agents Supervisory Board, acting under Section 61 of the *Real Estate and Business Agents Act, 1978*, duly paid to an agent for services rendered in the course of and incidental to the sale of the property, the maximum fee to be claimed shall be fifty percent (50%) as set out under Items 1 or 2 - Sales by Private Treaty or Items 1 or 2 - Sales by Auction of the Maximum Remuneration Notice.

(d) Stamp Duty.

(e) 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 or Territory of the Commonwealth.

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

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

(4) "Locality" in relation to an Officer means:

(a) Within the metropolitan area, that area within a radius of 50 kilometres from the Perth City Railway Station, and

(b) Outside the metropolitan area, that area within a radius of 50 kilometres from an Officer's headquarters when he or she is situated outside of the metropolitan area.

(5) "Property" shall mean 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.

(6) "Residence" includes 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.

(7) "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 the law.

57.2 When an Officer 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 Officer has no control, the Officer shall be entitled to be paid a property allowance for reimbursement of expenses incurred by the Officer:

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

(a) the Officer owned and occupied; or

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

(c) the Officer was constructing for the Officer's own permanent occupation, on completion of construction; and

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

57.3 An Officer shall be reimbursed such following expenses as are incurred in relation to the sale of a residence:

(1) If the Officer engaged an agent to sell the residence on the Officer's behalf - 50 percent of the amount of the commission paid to the agent in respect of the sale of the residence;

(2) if a solicitor was engaged to act for the Officer 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;

(3) if the land on which the residence is created was subject to a first mortgage and that mortgage was discharged on the sale, then an Officer shall, if, in a case where a solicitor acted for the mortgagee in respect of the discharge of the mortgage and the Officer is required to pay the amount of professional costs and disbursements necessarily incurred by the mortgagee in respect of the discharge of the mortgage - the amount so paid by the Officer;

(4) if the Officer did not engage an agent to sell the residence on his or her behalf - the amount of the expenses reasonably incurred by the Officer in advertising the residence for sale.

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

(1) if a solicitor or settlement agent was engaged to act for the Officer in connection with the purchase of the residence - the amount of the professional costs and disbursements

necessarily incurred are paid to the solicitor or settlement agent in respect of the purchase of the residence;

(2) if the Officer mortgaged the land on which the residence was erected in conjunction with the purchase of the residence, then an officer shall, if, in a case where a solicitor acted for the mortgagee and the Officer 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 Officer;

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

57.5 An Officer is not entitled to be paid a property allowance under subclause 57.2(2) of this clause unless the Officer is entitled to be paid a property allowance under subclause 57.2(1) of this clause, provided that the Commissioner may approve the payment of a property allowance under subclause 57.2(2) of this clause to an Officer who is not entitled to be paid a property allowance under subclause 57.2(1) of this clause if the Commissioner is satisfied that it was necessary for the Officer to purchase a residence or land for the purpose of erecting a residence thereon in the Officer's new locality because of the Officer's transfer from the former locality.

57.6 For the purpose of this Award it is immaterial that the ownership, sale or purchase is carried out on behalf of an Officer who owns solely, jointly or in common with:-

(1) the Officer's spouse, or

(2) a dependant relative, or

(3) the Officer's spouse and a dependant relative.

57.7 Where an Officer sells or purchases a residence jointly or in common with another person - not being a person referred to in subclause 57.6 of this clause the Officer shall be paid only the proportion of the expenses for which the Officer is responsible.

57.8 An application by an Officer for a property allowance shall be accompanied by evidence of the payment by the Officer of the expenses, being evidence that is satisfactory to the Commissioner.

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

(1) In respect of a sale or purchase prescribed in subclause 57.2 of this clause which is effected -

(a) more than twelve months after the date on which the Officer took up duty in the new locality; or

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

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

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

58. - UNIFORMS

Uniforms shall be provided by the Department and shall be replaced on a reasonable wear and tear basis.

59. - CIVILIAN CLOTHING ALLOWANCE

59.1 An allowance, as provided in subclause 59.3 hereof, may be paid to an Officer covered by this Award, where he or she has received a prior direction from the Department to wear civilian clothes.

59.2 The standard of civilian clothes required to qualify for this allowance shall be at the sole discretion of the Department.

59.3 The allowance, as provided in subclause 59.1 hereof, shall be paid where the officer is directed to wear civilian clothes on any shift in any rostered week. The entitlement under this subclause, shall be on the following scale:

No. of Shifts	Amount ($)
1 shift per week	3.80
2 shifts per week	4.45
3 shifts per week	6.90
4 shifts per week	9.20
5 or more shifts per week	11.40

59.4 The Minister may, at his or her option, allocate all or any duty, the nature of which qualifies for the allowance contained in this clause, to a particular Officer in any rostered period.

60. - SPECIAL PROVISIONS

60.1 Where an Officer occupies quarters provided by the Minister, the Minister shall pay the water rates for such quarters. Where the quarters are in an area served by the *Country Areas Water Supply Act, 1947* the Minister shall pay for a reasonable quantity of water. Officers stationed and residing in their own accommodation north of the 26 degree south parallel, shall have paid by the Minister a reasonable quantity of water.

60.2 An Officer who prior to 28 June 1990 was qualified as prescribed in the Prisons Regulations for promotion to the classification of Senior Prison Officer or Chief Officer and who has not been appointed to such position, shall be paid $7.50 per week and $11.00 per week respectively. Officers who qualify after 28 June 1990 shall not be entitled to these allowances.

60.3 Officers other than Prison Officers (Vocational and Support) whose duties may include driving vehicles, engaged in driving duties for more than two hours per shift, shall be paid an allowance of $2.70 for each shift so worked.

60.4 An Officer who is delegated to be Officer in Charge of a shift shall receive $7.50 for each shift so worked. This subclause shall also apply to Officers in Charge of a shift at the Special Operations Unit.

60.5 (1) Officers employed at Pardelup Prison Farm and Karnet Prison who do not live in quarters, shall be paid a travelling allowance of $3.56 and $2.99 respectively for each shift worked.

(2) Officers employed at Wooroloo Prison who do not live in quarters and reside 16 kilometres or more away from the Institution, shall be paid a travelling allowance of $2.99 per shift.

(3) Officers who were stationed at Geraldton Regional Prison on 3 May 1984 and who by reason of the relocation of the facilities thereat to the Greenough Regional Prison and who do not live in quarters, shall be paid $2.99 per shift.

60.7 An Officer who is in charge of and required to use explosives, shall be paid $2.60 for each shift so worked.

60.8 Officers appointed to a Prison Officer (Vocational and Support) position who have completed 12 months or more service since the end of their probationary period shall be paid the Prison Officer (Vocational and Support) rate which is equal to, if no comparative rate exists, the next higher rate from the date of appointment to that Prison Officer (Vocational and Support) position. Where the Officer's rate exceeds the "thereafter rate" for the Prison Officer (Vocational and Support) position the Officer shall be paid the "thereafter rate" from the date of taking up duty in that Prison Officer (Vocational and Support) position.

61. - MOVEMENT OF ALLOWANCES

61.1 The following allowances shall be varied in accordance with movements in the same allowances or schedules in the *Public Service Award 1992* or its successor Award:

(1) District Allowance
(2) Disturbance Allowance
(3) Motor Vehicle allowance
(4) Relieving Allowance
(5) Removal Allowance
(6) Transfer Allowance
(7) Travelling Allowance

SCHEDULE A - RATES OF PAY

RATES OF PAY

The rates of pay in this Award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle

These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an Industrial Agreement.

Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from Enterprise Agreements, are not to be used to offset arbitrated safety net adjustments.

	Annual Rate
	$ P.A.
Probationary Prison Officer (Training School)	33,364
Prison Officer (General)	
Officer	
Mon-Fri	
1st Year	38,202
2nd Year	39,699
3rd-5th Year	41,586
6th-7th year	42,693
Thereafter	43,547
Regional Increment	45,347
Shifts	
1st Year	47,113
2nd Year	49,087
3rd-5th Year	51,486
6th-7th year	52,904
Thereafter	53,962
Regional Increment	55,762
First Class Officer	
Monday to Friday	43,829
3 years and thereafter	44,705
Regional Increment	46,505
Shifts	54,244
3 years and thereafter	55,329
Regional Increment	57,129
Senior Officer	
Mon-Fri	
1st Year	45,325

	Annual Rate
	$ P.A.
2nd Year	46,434
3rd Year	47,543
4th-5th Year	48,680
Thereafter	49,653
Regional Increment	51,453
Shifts	
1st Year	55,944
2nd Year	57,469
3rd Year	58,874
4th-5th Year	60,281
Thereafter	61,486
Regional Increment	63,286
Senior Officer Security Albany and Hakea	
1st Year	53,180
2nd Year	54,509
3rd Year	55,838
4th-5th Year	57,168
Thereafter	58,311
Senior Officer Reception Hakea	
1st Year	50,849
2nd Year	52,117
3rd Year	53,419
4th-5th Year	54,653
Thereafter	55,746
Senior Officer Training	
1st Year	55,952
2nd Year	57,475
3rd Year	58,877
4th-5th Year	60,283
Thereafter	61,488
Prison Officers (Vocational and Support)	
Group 1	
Monday to Friday	43,829
3 years and thereafter	44,705
Regional Increment	46,505
Monday to Friday plus Public Holidays	45,055
3 years and thereafter	45,956

	Annual Rate
	$ P.A.
Regional Increment	47,756
Alternate Weekends (8 hours)	50,326
3 years and thereafter	51,333
Regional Increment	53,133
Casuarina Canteen	49,139
3 years and thereafter	50,122
Hakea Canteen	47,504
3 years and thereafter	48,455
Bunbury Canteen	49,139
3 years and thereafter	50,122
Wooroloo Canteen	46,278
3 years and thereafter	47,204
Bandyup Activities	52,370
3 years and thereafter	53,418
Bunbury Activities	51,180
3 years and thereafter	52,204
Eastern Goldfields Regional Prison Activities	53,017
3 years and thereafter	54,077
Albany Activities	48,117
3 years and thereafter	49,080
Wooroloo Activities	52,423
3 years and thereafter	53,472
Hakea Reception	48,340
3 years and thereafter	49,307
Hakea Reception	50,180
3 years and thereafter	51,183
Karnet Activities	53,422
3 years and thereafter	54,491
Greenough Activities	53,805
3 years and thereafter	54,881
Canine Handler	53,314
3 years and thereafter	54,380
Regional Increment	56,180

	Annual Rate
	$ P.A.
Group 2	
Monday to Friday	
1st Year	45,325
2nd Year	46,434
3rd Year	47,543
4th-5th Year	48,680
Thereafter	49,653
Regional Increment	51,453
Monday to Friday plus Public Holidays	
1st Year	46,595
2nd Year	47,750
3rd Year	48,906
4th-5th Year	50,061
Thereafter	51,062
Regional Increment	52,862
Alternate Weekends	
1st Year	52,326
2nd Year	53,582
3rd Year	54,872
4th-5th Year	56,203
Thereafter	57,327
Regional Increment	59,127
East Perth Lock Up	
1st Year	48,730
2nd Year	49,943
3rd Year	51,154
4th-5th Year	52,366
Thereafter	53,414
Dog Squad	
1st Year	55,156
2nd Year	56,537
3rd Year	57,919
4th-5th Year	59,301
Thereafter	60,487
Regional Increment	62,287
Bunbury Cook Instructors	
1st Year	54,557
2nd Year	55,920

	Annual Rate
	$ P.A.
3rd Year	57,287
4th-5th Year	58,653
Thereafter	59,826
Kitchen Hakea	
1st Year	49,260
2nd Year	50,486
3rd Year	51,711
4th-5th Year	52,938
Thereafter	53,997
Level 1	
Drivers	
Hakea & Casuarina	
1st Year	45,760
2nd Year	47,575
3rd-5th Year	49,844
6th-7th Year	51,204
Thereafter	52,228
Refer to rate above	
Alternate Weekend (8 hours)	
1st Year	44,005
2nd Year	45,920
3rd-5th Year	47,975
6th-7th Year	49,229
Thereafter	50,214
Level 2	
Monday to Friday	43,829
3rd Year	44,705
Regional Increment	46,505
Monday to Friday plus Public Holidays	45,055
3rd Year	45,956
Regional Increment	47,756
Alternate Weekends	50,326
3rd Year	51,333

	Annual Rate
	$ P.A.
Regional Increment	53,133
Level 3	
Monday to Friday	
1st Year	45,325
2nd Year	46,434
3rd Year	47,543
4th-5th Year	48,680
Thereafter	49,653
Regional Increment	51,453
Monday to Friday plus Public Holidays	
1st Year	46,595
2nd Year	47,750
3rd Year	48,906
4th-5th Year	50,061
Thereafter	51,062
Regional Increment	52,862
Alternate Weekends (8 hours)	
1st Year	52,326
2nd Year	53,582
3rd Year	54,872
4th-5th Year	56,203
Thereafter	57,327
Regional Increment	59,127
Level 4	
Monday to Friday	
1st Year	46,573
2nd Year	47,681
3rd Year	48,789
4th-5th Year	49,925
Thereafter	50,924
Regional Increment	52,724
Monday to Friday plus Public Holidays	
1st Year	47,922
2nd Year	49,062
3rd Year	50,202
4th-5th Year	51,370
Thereafter	52,397
Regional Increment	54,197

	Annual Rate
	$ P.A.
Level 5	
Monday to Friday	
1st Year	47,822
2nd Year	48,929
3rd Year	50,037
4th -5th Year	51,172
Thereafter	52,196
Regional Increment	53,996
Monday to Friday plus Public Holidays	
1st Year	49,309
2nd Year	50,347
3rd Year	51,485
4th-5th Year	52,654
Thereafter	53,707
Regional Increment	55,507
Senior Officer Wyndham Work Camp	
1st Year	55,944
2nd Year	57,469
3rd Year	58,874
4th -5th Year	60,281
Thereafter	61,486
Regional Increment	63,286
Prison Officer Work Camp (7 Day)	
1st Year	49,862
2nd Year	51,190
3rd Year	52,551
Thereafter	53,602
Regional Increment	55,538

In addition to the rates prescribed above, any Officer or Industrial Officer attaining First Class status prior to 12 November, 1987 shall be paid an additional $8.00 per week.

SCHEDULE B - MEMORANDUM OF AGREEMENT

The Minister for Corrective Services ("the Employer") for Western Australia and the Western Australian Prison Officers' Union of Workers ("the Union") agree that the following provisions shall apply to all Officers covered by the *Prison Officers' Award*.

The provisions of this Memorandum shall be read and interpreted wholly in conjunction with the Award. Where there is any inconsistency between this Memorandum and the Award, the provisions of this Memorandum shall prevail to the extent of any inconsistency.

Where an informal or unregistered agreement comes to the notice of either party after the registration of this Schedule B - Memorandum of Agreement that party shall bring that agreement to the notice of the other party in writing within one month of becoming aware of the agreement. Where the parties agree to that agreement being added into this Schedule it shall be so added.

(1) Section 1 – SALARY

Incremental Placement – Promotion or Transfer of Prison Officers (Vocational and Support)

(a) A Prison Officer (Vocational and Support) who is transferred or promoted to a Prison Officer (General) position shall be paid at the relevant year of service for the range of the Monday to Friday or Shift Work Officer depending upon the position to which the Officer is transferred or promoted. There will be no salary maintenance should the transfer or promotion result in a lesser salary than that which the Officer received as a Prison Officer (Vocational and Support).

(b) A Prison Officer (Vocational and Support) who is transferred or promoted to a Prison Officer (General) position will not automatically progress to First Class or Senior Officer due to the equivalent remuneration per years of service the Officer acquired as a Prison Officer (Vocational and Support).

Increments – Higher Duties

Where an Officer is directed to act in a higher position(s) that has an incremental range of salaries such Officer shall be entitled to receive an increase in the higher duties allowance equivalent to the increment the Officer would have received had the Officer been appointed to such position(s); provided that acting service with allowances for acting in positions of the same or higher classification than the position during the eighteen (18) months preceding the commencement of acting shall aggregate as qualifying service towards such an increase in the allowance.

Higher Duties – Salary on Annual Leave

Where a Prison Officer acting in a Senior Officer position proceeds on a period of normal annual leave the Officer shall be paid the salary of the higher position for the period of the leave if the Officer has been in receipt of a higher duties allowance for the greater proportion of the calendar month prior to taking the leave.

Salary – Appointment and Acting

The following arrangements apply in respect of substantive and acting appointments to Level 4 and 5 Prison Officer (Vocational and Support) positions.

(a) Appointment to Level 4 or 5 from outside the Service is to be at the minimum point of the range.

(b) Salary on promotion from Level 3 to Level 4 of an Officer in the service will be at the same point in the range and the Officer shall retain the Level 3 anniversary date.

(c) Salary on promotion from Level 4 to Level 5 of an Officer in the service would be at the same point in the range and of the Officer shall retain the Level 4 anniversary date.

(d) When acting in a Level 4 position a Level 3 Officer in the service will be paid at the same point in the Level 4 range as enjoyed within the Level 3 range with retention of the Level 3 anniversary date.

(e) When acting in a Level 5 position a Level 3 Officer in the service will be paid at the same point in the Level 5 range as enjoyed within the Level 3 range with retention of the Level 3 anniversary date.

(f) When acting in a Level 5 position a Level 4 officer in the service will be paid at the same point in the Level 5 range as enjoyed within the Level 4 range with retention of the Level 4 anniversary date.

Section 2 – HOURS OF DUTY

Filling of Rosters

The following process shall be followed in the development of rosters.

(a) All positions required at both Senior Officer and Prison Officer classification to fulfil the operational requirements of the Prison on a daily basis shall be identified.

(b) An agreed roster shall be prepared to cover all these positions.

(c) The first priority in preparing the roster shall be to fill all lines or part thereof.

(d) The second priority will be to cover all absences due to long-term sickness and worker's compensation.

(e) All Officers attached to the Prison whether on duty or absent due to sickness, workers compensation, or secondment should be listed on the roster.

(f) In the preparation of the roster the only time there will not be an Officer's name against a roster line will be where there is an actual vacant position at that Prison.

(g) When preparing the roster and prior to posting any excess staff on a particular day should be allocated to offset any shortfalls.

Agreed Rosters

Prison rosters will only be posted following agreement between the local branch of the Union and the administration of the Prison.

Roster Cycles

(a) Each roster period will run for six weeks and will be made up of two or three week roster cycles.

(b) A roster will initially be posted with another roster in advance providing rosters to cover a total of twelve weeks containing six or four roster cycles.

(c) A roster will be posted at the completion of a roster and at all times on the completion of one roster period another roster shall be posted. At any one point in time there will be posted a maximum of two rosters covering twelve weeks and a minimum of one roster covering six weeks.

(d) Roster cycles will run independently of each other.

(e) The non-leave period will be made up of three weeks, three weeks, and six weeks in any order over a three year period.

(f) Shift swaps shall not be approved between roster periods.

(g) Shift swaps can occur between roster cycles that make up the same roster period.

Shift Swaps

(a) An Officer must have at least one full day break after any period of seven (7) consecutive twelve-hour shifts including approved employee or management initiated shift swaps and out of hours work.

(b) Shift swaps must be approved prior to the first of the shifts swapped being worked. Shift swaps will not be approved retrospectively except where an urgent, pressing need was notified prior to the scheduled commencement of the first of the shifts being swapped.

(c) Any proposed shift swap must adhere to the requirements of the 12-hour shift arrangements regarding the break between finishing time of a day shift and commencement of a following night shift.

(d) Shift swaps will not be approved where it will result in an Officer working more than two consecutive night shifts. When working day shifts on the posted roster no more than two (2) night shifts can be swapped into in any seven (7) consecutive days.

(e) Shift swaps will not be approved where it will result in an Officer working more than an additional two consecutive nights following or before night shifts on the posted roster. When working night shifts on the posted roster no more than two (2) additional night shifts can be swapped in any consecutive days.

(f) Shift swaps must be completed within the same roster period.

(g) Where possible shift swaps should be with an Officer of the same unit to ensure continuity for case management purposes.

(h) Shift swaps will not be approved where it appears, from a trend of previous shift swaps, that Officers are avoiding certain duties that will result in an atrophying of skills in any area of Prison Officer work (e.g. Officers changing shifts and not having prisoner contact).

Commencement of Duty

(a) A Prison Officer's hours of duty commence and cease when the Officer reports to the front gate at his or her Prison.

(b) The handover time existing as at September 1, 1985 between Officers for the purpose of effecting the customary rotation of shifts shall be conducted in an Officer's own time without payment in addition to the Officer's annualised salary**.**

12 Hour Shift Guidelines

(a) Maximum of 2 consecutive twelve hour night shifts to be worked.

(b) Rosters should be made up, as a preferred option, in groups of 2 or 3 groups of shifts followed by days off – short rotation.

(c) Maximum limit of shift groups being 4 at any time.

(d) Day shifts should precede night shifts, i.e. D.N.N. or D.D.N. or D.N. etc.

(e) Minimum of 12 hours between shifts to be worked subject to G below.

(f) No start earlier than 6.00am and flexibility on shift changes.

(g) No overtime to be worked after a 12 hour shift except in an extreme emergency, 2 hours may be worked.

(h) Two free weekends each month on average.

(i) Nutritional food and drinks to be available during shifts.

(j) Training for supervisors to increase awareness of special requirements of 12 hour rosters.

(k) Where a total rate is used, individual component parts of penalties, allowances, base rates, etc. should be identified.

(l) Information to staff regarding effect of medication, drugs, rest and fatigue in appropriate language.

(h) Shift rosters must be developed and agreed upon through consultation with Officers and the Union with provision for ongoing consultation and resolution of disputes about rosters.

(n) Roster must be compatible with Unit Management and continuity needs as well as security and operational requirements.

(o) The options for staff who do not wish to work a twelve hour roster are:

inclusion on an eight hour roster (if it is possible to run such a roster at the Prison) or agreed transfer to another Prison.

(p) Provision of staff facilities at all Prisons.

Section 3 – LEAVE

Single Days Annual Leave

The following conditions provide clarification of the entitlement to take up to five single days of Annual Leave as provided by Clause 30.7 of the Award.

(a) Prison Officers shall be entitled to take up to five days of the normal annual leave as single days leave subject to the approval of the Superintendent or Officer in Charge.

(b) Any shortfall on the roster created by approval of single days of annual leave shall be covered by:

(i) An Officer utilised from the normal roster staffing levels identified by local agreement between the Prison administration and branch of the Union; or

(ii) An Officer surplus or additional to that day's normal roster staffing level requirement; or

(iii) Payment of overtime.

If the Superintendent is unable to obtain an Officer to undertake the overtime required to redeploy staff as provided in (i) and (ii) above, then approval of the application for a single day's

annual leave may be withheld. Once staff are redeployed in accordance with (i) and (ii) above to cover an absence caused by granting a single day's annual leave, they cannot be reassigned.

(c) The Officer shall complete shifts equivalent to single annual leave days taken before commencement of his or her normal annual leave.

(d) The Officer's leave will be delayed for one working shift for each single day's leave taken. The Officer will be required to work on each of these days. In cases where an Officer has taken 4 or 5 days single days leave the first three days shall be cleared by attending work on the first three days of the nominated leave period with one day break before attending work to clear the remaining work obligation. If the Officer is on days off immediately prior to the nominated day for the commencement of leave then the four or five days work obligation may be satisfied by working those shifts on consecutive days.

(e) The Officer and the Superintendent may agree an administrative swap that provides for the time to be worked at a time other than outlined in the previous subclause (d) but no later than the date upon which the Officer's annual leave is scheduled.

Sick Leave Credits

(a) All Officers who, prior to 1 July 1994, received a total sick leave entitlement of three months with payment of ordinary wages and three months with payment of half ordinary wages in each period in three years will receive a credit of 528 hours in addition to their entitlements under Clause 34.1(1).

(b) All Officers with more than 10 years' continuous service as at 1 July 1994 who had accrued more than 528 hours' sick leave will be entitled to receive those days in addition to their entitlements under Clause 34.1(1).

Sick Leave - Anniversary Date

The anniversary date for the determination of a Prison Officer's sick leave entitlements shall be as follows:

(a) 19 July for Officers who chose to transfer from the triennial scheme to new arrangements introduced as from 28 July 1990;

(b) 1 July with the introduction of the "Package" for Officers employed on 1 July 1994 and still on the triennial system who were transferred to the present sick leave entitlements of the Award; and

(c) Officers employed since 1 July 1994 who have an anniversary date linked to commencement date.

Reconciliation of Sick Leave

(a) The following subclause shall complement the provisions of Clause 34.1(2) of the Award.

(b) Payment for sick leave may be adjusted at the end of each accruing year or at the time the Officer leaves the service of the Employer in the event of the Officer being entitled by service subsequent to sickness in that year to a greater entitlement than that existing at the time the sickness occurred.

Sick Leave on Annual Leave

(a) Where an Officer is ill during a period of annual leave for a period of at least seven consecutive days and produces at the time or as soon as possible thereafter medical evidence that the Officer is or was as a result of the illness confined to the Officer's

place of residence or hospital the Officer who claims reinstatement of annual leave will have sick leave credits debited on the basis of eight hours a day (forty hours a week) and annual leave credited on the basis of eight hours a day (forty hours a week).

(b) Officers who are sick for a period of seven consecutive days or more while on annual leave and who claim reinstatement of annual leave will have sick leave debited on basis of 8 hours per day (40 hours per week) and annual leave credited on the basis of 8 hours per day.

Sick Leave Hours

Sick Leave will be paid on the basis of payment for rostered hours that the Officer would have worked. Where the Officer claims sick leave on an 8 hour day, 8 hours will be debited against the Officer's accumulated sick leave entitlements. Where an Officer claims sick leave on a 12 hour day, 12 hours will be debited against the Officer's accumulated sick leave.

Annual Leave Loading

(a) Subject to the provisions of subclauses (b), (c), (d) and (h) of this clause, a loading equivalent to 17.5% of annualised salary is payable to Officers proceeding on annual leave, including accumulated annual leave.

(b) Officers whose annualised salary includes a component for shift penalties that exceeds 17.5% of the Monday to Friday plus public holidays rate for their classification and are granted an additional week's pay shall not be entitled to annual leave loading.

(c) Officers whose annualised salary includes a component for shift penalties that is less than 17.5% of the Monday to Friday plus public holidays rate for their classification and are granted an additional week's pay shall be paid an allowance equal to the difference between a loading equivalent to 17.5% of normal salary and the shift work component for five weeks' leave.

(d) Subject to the provisions of subclause (f) of this clause the loading is paid on a maximum of four weeks' annual leave, or five weeks in the case of shift workers who are granted an additional week's penalty leave. Payment of the loading is not made on additional leave granted for any other purpose (e.g. to Officers whose headquarters are located North of the 26° South Latitude). The maximum payment shall not exceed the Average Weekly Total Earnings of all Males in Western Australia, as published by the Australian Bureau of Statistics, for the September quarter of the year immediately preceding that in which the leave commences. The maximum payment of the loading including the shift work component of the annualised salary to Officers granted in accordance with subclause (c) shall not exceed 5/4th of the Average Weekly Total Earnings of all Males in Western Australia, as published by the Australian Bureau of Statistics, for the September quarter of the year immediately preceding that in which the leave commences.

(e) Annual leave commencing in any year and extending without a break into the following year attracts the loading calculated on the salary applicable on the day the leave commenced.

(f) The loading payable on approved accumulated annual leave shall be at the rate applicable at the date the leave is commenced. Under these circumstances an Officer can receive up to the maximum loading for the approved accumulated annual leave in addition to the loading for the current year's entitlement.

(g) A pro rata loading is payable on periods of approved annual leave less than four weeks.

(h) The loading is calculated on the rate of the normal fortnightly salary including any allowances that are paid as a regular fortnightly or annual amount but excluding any shift allowances. Any allowance paid to an officer for undertaking additional or higher-

level duties is only included if the allowance is payable during that period of normal annual leave.

(i) Where payment in lieu of accrued or pro rata annual leave is made on the death or retirement of an Officer, a loading calculated in accordance with the terms of this clause is to be paid on accrued and pro rata annual leave.

(j) When an Officer resigns, or ceases employment, or where an officer is dismissed under Part X of the Prisons Act, an annual leave loading shall be paid as follows:

(i) Accrued entitlements to annual leave - a loading calculated in accordance with the terms of this clause for accrued annual leave is to be paid.

(ii) Pro rata annual leave - no loading is to be paid.

(k) Part-time Officers shall be paid a proportion of the annual leave loading at the salary rate applicable, provided that the maximum loading payable shall be calculated in accordance with the following:

$$\frac{\text{Hours of work per fortnight}}{80} \times \frac{\text{Maximum loading in accordance with subclause (d) of this clause}}{1}$$

(l) An Officer who has been permitted to proceed on annual leave and who ceases duty other than by resignation or dismissal under Part X of the Prisons Act before completing the required continuous service to accrue the leave must refund the value of the unearned pro rata portion of leave loading but no refund is required in the event of the death of an Officer.

(m) An Officer who has been permitted to proceed on annual leave and who resigns or is dismissed under Part X of the Prisons Act must refund the value of the loading paid for leave other than accrued leave.

Recall to Duty During Leave:

Officers who are recalled to duty from annual or long service leave other than for training or to give evidence in an official capacity as provided under provisions for witness service shall be paid as follows:

(a) For a period less than one day payment at overtime rates for all time worked with a minimum payment for three hours. No adjustment will be made to the Officer's pay or leave credits.

(b) An Officer's leave shall be reinstated for periods in excess of one day with payment at overtime rates for all hours worked in excess of eight hours on any one day.

Long Service Leave – Pro Rata Entitlements

On application to the Department a lump sum payment for the money equivalent of any:

(a) Long service leave entitlement for seven years' continuous service shall be made to any Prison Officer who resigns, retires, is retired, is dismissed, or in respect of a Prison Officer who dies;

(b) Pro rata long service leave entitlement based on continuous service of less than seven years shall be made to any Prison Officer who:

(i) retires at or over the age of 55 years or who is retired on grounds of ill health if the Prison Officer has completed not less than twelve months' continuous service before retirement;

(ii) not having resigned is retired by the Department for any other cause if the Prison Officer has completed not less than three years' continuous service before the date of retirement;

(iii) in respect of a Prison Officer who dies, if the Officer has completed not less than twelve months' continuous service before the date of death.

(c) In the case of a deceased Prison Officer, payment shall be made to the estate of the Prison Officer unless the Officer is survived by a legal dependant approved by the Department, in which case the payment shall be made to the legal dependant.

Long Service Leave – Portability

Prison Officers are entitled to portability in respect of Long Service Leave entitlements for prior service with State bodies and statutory authorities set down in Administrative Instruction 611 of 13 December 1989 under the same conditions as officers of the Public Service.

Witness Service

(a) A Prison Officer subpoenaed or called as a witness to give evidence in any proceeding will as soon as practicable notify his or her Superintendent.

(b) Where a Prison Officer is subpoenaed or called as a witness to give evidence in an official capacity including occasions where the Officer is to give evidence at a Coronial Inquiry or other court proceedings relating to the conduct of a prisoner in Prison, that Officer will be granted by the Employer leave of absence with pay, but only for such period as required to enable the Officer to carry out duties related to being a witness. If the Officer is on any form of paid leave, the leave involved will be reinstated.

(c) A Prison Officer subpoenaed or called as a witness to give evidence in an official capacity is not entitled to any witness fee and will pay any fees received including travel expenses into the Consolidated Revenue Fund and forward the receipt for such payment to the Employer.

(d) A Prison Officer subpoenaed or called as a witness to give evidence on behalf of the Crown but not in an official capacity will be granted leave with full pay entitlements. If the Officer is on any form of paid leave, this leave will be not be reinstated as such witness service is deemed to be part of the Officer's civic duty.

(e) A Prison Officer subpoenaed or called as a witness to give evidence on behalf of the Crown but not in an official capacity granted paid leave is not entitled to retain any witness fee and will pay any fees received including travel expenses into the Consolidated Revenue Fund and forward the receipt for such payment to the Employer.

(f) A Prison Officer subpoenaed or called as a witness under circumstances other than those specified in subclauses (b) and (d) will be granted leave of absence without pay except where the Officer makes an application to clear accrued leave in accordance with the Award.

Additional Leave Entitlement – Definition of Regular

(a) An Officer's eligibility for an additional week's leave is calculated using the period between the date of the Officer's appointment and its anniversary irrespective of when the Officer takes the leave.

(b) An Officer satisfies the definition of regular for the purposes of Clause 30.1(3) of the Award if the Officer has worked on the approved roster eleven (11) Sundays or public holidays, not including overtime, in the period established under subclause (a) to calculate entitlement.

Section 4 – ALLOWANCES

Pager Allowance

(a) A Prison Officer instructed in writing to carry a pager and be available to be called to attend work outside of normal rostered hours of duty shall be paid an allowance of $39.24 per week.

(b) Officers required to carry a pager for a period of less than a week, that is seven calendar days, shall be paid a pro-rata allowance based on the number of days required.

(c) Officers will not be required to carry a pager during periods of annual or long service leave and will not be entitled to receive the allowance for that period of leave.

(d) A Prison Officer who is unavailable to respond to after hour calls as a result of illness is not eligible to claim the allowance for the period of that incapacity.

(e) From 18 October 1996 the allowance provided in subclause (a) shall be varied annually with effect from 18 October each year to reflect movements in the Consumer Price Index over the previous twelve months.

Travel Allowances

(a) The headquarters for Officers allocated to the Special Services Branch is the Hakea Complex.

(b) The headquarters for each Officer attached to the Gatehouse project will be established as either Casuarina or Hakea Prison prior to the Officer commencing duty on the project.

(c) Officers directed to report for duty at a location other than their nominated headquarters will be entitled to kilometreage as provided for in Schedule F of the *Public Service Award, 1992* where the distance travelled to and from that location is greater than the Officer's normal travelling distance to his or her nominated headquarters.

Overtime Meal Allowances

(a) A Prison Officer required to work overtime of not less than two hours and who actually purchases a meal shall be reimbursed in accordance with Part 2 of Schedule H - Overtime Allowance of the *Public Service Award, 1992*, in addition to any payment for overtime to which that Officer is entitled.

(b) A Prison Officer working a continuous period of overtime who has already purchased one meal during a meal break, shall not be entitled to reimbursement for the purchase of any subsequent meal in accordance with Part 2 of Schedule H – Overtime Allowance of the *Public Service Award, 1992* until that Officer has worked a further five hours' overtime from the time of the last meal break.

(c) If an Officer, having received prior notification of a requirement to work overtime, is no longer required to work overtime, then the Officer shall be entitled, in addition to any other penalty, to reimbursement for a meal previously purchased.

Shift Penalty Rates

(a) The following formula is the basis upon which the shift component of the Officer's annualised salary will be calculated.

(b) Fifteen percent (15%) for any shift commencing before 6.01am Monday to Friday inclusive.

(c) Fifteen percent (15%) for any shift commencing on or after midday Monday to Friday inclusive.

(d) Time and a half for the length of any shift worked on a Saturday.

(e) Time and three quarters for the length of any shift worked on a Sunday.

Driving Allowance and Explosive Allowances

These allowances are to be paid pro-rata for the period of the shift - i.e. daily rate plus 50% where 12 hour shift is worked.

Civilian Clothing Allowance

The allowance will be paid at a rate pro-rata to the amount expressed in the Award - i.e. divide award rate by eight and multiply by twelve.

Section 5 – STAFFING

Officer in Charge

(a) The appointment of the Officer in Charge of the Prison shall be determined in accordance with the procedure outlined in the Department's correspondence to the Union dated 19 October 1988 and 21 November 1988.

(b) Acting Senior Officer appointments shall be determined in accordance with the procedure outlined in the Department's correspondence to the Union dated 15 September 1988.

Work Beyond Age 65

The provisions of Attachment 3 Extension of and Employment Beyond Age 65 contained in Circular to Departments and Authorities No 22 of 1988 shall apply to Prison Officers covered by the Award.

Vacancy management and relief pools

The Department shall maintain a pool of Prison Officers equal in size to the full time equivalent of the annual absence of staff due to worker's compensation. Prison Officers from that pool shall be used to cover staffing shortfalls caused by absence of Officers on worker's compensation.

Dog Handlers

(a) An Officer seeking to leave or required to leave the Canine Squad shall be entitled to return to his or her previous Prison or posting. The Officer may apply to the Transfer Committee for an alternative placement.

(b) The Officer prior to returning to his or her previous posting/Prison or taking up a requested alternative placement may be required to take a temporary posting within the Metropolitan Area pending a vacancy occurring at his or her previous or requested posting.

(c) Officers will not be required to use their vehicle to travel to and from work unless a Departmental vehicle is not available. Where no Departmental vehicle is available and the Officer agrees to transport the dog in their own private vehicle, the Officer shall be paid the motor vehicle rate provided by Schedule G – Motor Vehicle Allowance of this Award.

Section 6 – TRAINING

Residential and Full Time Training

(a) These terms and conditions will apply to Officers attending training where the course requires their attendance for a full day or more away from their normal work location.

(b) Criteria for selection of Officers to attend a course will be developed before the selection process is commenced. Officers shall attend courses where directed. Training programs developed out of performance reviews or disciplinary proceedings are excluded from the scope of these arrangements. The conditions governing such programs would be developed to meet the needs of the specific program.

(c) Courses will generally be based around a nine-hour structured training day (including the paid meal break provided by the Award). Officers will be rostered for duty for the duration of the structured training day. Where a course is to be something other than a nine-hour day the Training and Development Branch will advise the Prison when initially advising the Prison of the course.

(d) Where a course is to be conducted the following process should be followed:

(i) Training Branch will advise the Prison of the upcoming course.

(ii) The Prison Superintendent or delegate will determine whether staff can be released to attend the training, and identify Officer/s to attend.

(iii) The Prison Superintendent or delegate will negotiate with the local WAPOU branch for agreement on a training roster as an addendum to the existing agreed roster or modification to the agreed roster to release Officer/s for training. No roster modification will be required if the vacancies created by the Officer's/Officers' attendance at training are to be backfilled using overtime.

(iv) The roster/s for the Officer/s attending training must be adjusted to ensure that they work a total of 120 hours for each three-week period.

(v) In adjusting the hours, Prisons must ensure that Officers attending training have at least six rostered days off in each three-week period.

(vi) When the addendum training or modified roster is agreed it must be posted as in the normal course of events, thereby giving Officers formal notification of their attendance at training in accordance with industrial requirements.

(vii) Where a roster has already been posted and a Superintendent wishes an Officer to vary his or her roster to attend training then the Superintendent must seek agreement with the Officer prior to committing that Officer to the training. Superintendents should ensure Officers are given as much notice as possible in these circumstances.

(e) Where there is a need to cover the attendance of an Officer at training the agreed protocols applying at the Prison for covering ad-hoc absences shall apply.

(f) Where a course is non-residential Officers will be entitled to kilometreage as provided for in Schedule G- Motor Vehicle Allowance of this Award where the distance travelled to and from the training venue is greater than the Officer's normal travelling distance to work.

(g) Where courses are residential and the accommodation site is located away from the training venue, Officers will be provided with transport to and from the training venue.

(h) Other than when there is a requirement for Officers attending a course who are not utilising the Departmental supplied accommodation to report to the accommodation site to travel to the course venue, the time spent travelling from the accommodation site to the training venue each morning and from the training venue to the accommodation site each afternoon will not form part of the nine-hour structured training day. This travel will be in the Officers' own time, being analogous to that time normally spent travelling to and from work. Where Officers are required to report to the accommodation the travel time from and to the accommodation site shall be rostered time worked in addition to the structured training day.

(i) Residential courses shall have no formal structured training scheduled outside of the structured training day. In accordance with common training and professional development program practices, attendees can be expected to undertake in their own time after-hours study and other activities that do not form part of the structured training schedule.

(j) Where structured extracurricular voluntary activities (such as team building activities, wellness programs) are programmed into a training period during times outside of the structured training day they are to be clearly marked as voluntary on the course outline. Officers taking part in such activities are not entitled to payment of overtime for the time spent participating in the activities. Where structured training sessions are programmed into a course during times outside of the structured training day, officers are required to attend the sessions and overtime will be paid.

(k) Travel to and from courses shall be in accordance with the Travel Plan included in the Course Joining Instruction. The Travel Plan will detail the mode of transport. Where an Officer wishes to use his or her private vehicle in lieu:

- Permission may be obtained from the Officer's Superintendent or the Manager, Training and Development Branch.

- Officers may claim kilometreage as provided for at Schedule F - Motor Vehicle Allowance of the *Public Service Award 1992* of an amount up to that which it would have cost the Department to purchase the fare for the public transport; and

- Officers will be paid the normal salary rate for:

    - the actual period of the journey; or
    - the period equal to the time it would have taken for the officer to travel by mode nominated in the Travel Plan,

  whichever is lesser.

(l) Where Officers are involved in team building or other activities that require them to wear special protective clothing and footwear other than their issue of uniform, footwear and accoutrements then that special protective clothing and footwear will be provided. Any special protective clothing and footwear provided must be returned on the completion of the course. Where the course facilitators deem it prudent to wear civilian clothing or footwear Officers will be advised of that in the joining instructions and will have the option of wearing civilian clothing or their uniform.

(m) Where an Officer is required to attend a residential course of more than one week and is necessarily absent from his or her residence and separated from dependants, the Officer shall be granted an additional day's leave for every group of three (3) consecutive weekends so absent, provided that each weekend shall be counted as a member of only one group, provided that:

- An additional day's leave shall not be allowed if the General Manager Adult Custodial or its representative has approved the Officer's dependants accompanying the Officer to the locality of the course;
- The additional leave is commenced within one (1) month of the conclusion of the training course unless the General Manager Adult Custodial or its representative approves otherwise;
- Annual leave loading, if payable, shall not apply to this additional leave entitlement.

(n) Where Officers attend a residential course the Department will not be responsible for the provision or reimbursement of cost, of transport for private purposes.

(o) Where Officers attend a residential course the travelling allowances provisions contained in Clause 53 – Relieving Allowance, Clause 55 – Transfer Allowance and Clause 56 – Travelling Allowance of this Award shall apply.

Accredited Training

(a) The standard of training provided to Prison Officers shall meet the national accreditation set for Certificate III in Correctional Practice (Custodial), Certificate IV in Correctional Practice (Custodial), and the Diploma of Correctional Administration.

(b) The Department of Corrective Services Prison Officers Training Course for Probationary Prison Officers shall be at the standard set for national accreditation for Certificate III in Correctional Practice (Custodial).

(c) The Department deems that all Prison Officers who have completed the Department of Corrective Services Probationary Prison Officers training course hold qualification required for appointment to positions requiring the Certificate III in Correctional Practice (Custodial).

Section 7 – GENERAL

1. Performance Management

The parties agree to the implementation of a performance management system for the assessment of Prison Officer work performance at all ranks.

2. Reclassification Procedures

Prison Officer (Vocational and Support)

Position History Files

(a) The Department will maintain a Position History file on all Prison Officer (Vocational and Support) positions. This file will keep track of the history of the position and contain a copy of the current Job Description Form (JDF) and documentation of all variations in duties and responsibilities that have occurred.

(b) The Union will be provided with an electronic copy of the JDF for all new Prison Officer (Vocational and Support) positions created after 7 July 2000.

(c) The Union will be provided with a copy of the new JDF where the original JDF is varied to take into account a change in duties and responsibilities.

(d) The Position History file shall contain the details of the approved working hours for the position where the hours are outside the parameters of five eight-hour days 8.00am to 4.00pm Monday to Friday

Creation of New Positions

(a) All new Prison Officer (Vocational and Support) positions shall be approved by the Commissioner before implemented in the workplace.

(b) Where a Prison Officer (Vocational and Support) is created the Superintendent is required to ensure that a JDF for the position is prepared.

(c) The Department in approving the JDF will conduct a review to determine the work value of the position.

(d) The assessment of work value of the position shall include but not be limited to the following criteria:

- Comparison to like positions already in existence within the Prisons.
- Qualifications required for the performance of the duties.
- Training required for the performance of the duties as required.
- Skills and/or knowledge now required for the performance of the duties.
- Responsibilities in respect of the outcome of the work area and/or safety of other employees or prisoners.
- Conditions under which the duties are performed.
- Quality of the work required.
- Multiplicity and diversity of the functions attached to the position.
- Level of supervision received.
- Responsibility for supervision of other employees or changes in requirements of supervision of other employees.
- Level of importance of the position in the overall operations of the Prison Service or Prison.

(e) When the classification of the position has been assessed the Department shall inform the Union of the new position and the proposed classification and provide it with a copy of the approved JDF.

(f) If the Union considers that the proposed classification is not commensurate with the duties and responsibilities of the position, the Department's position shall become made the subject matter of a meeting with representatives of the Department and the Union. The Department's representatives at this meeting shall have the capacity to act independently of the Department's response and make a recommendation to the Commissioner for reclassification based on the merit of information discussed thereby allowing for a possible joint recommendation on the matter on the day of the meeting.

(g) If this meeting does not satisfactorily resolve the claim then the Union can refer the matter to the Western Australian Industrial Relations Commission for resolution.

(h) If the all up salary for the position is outside the parameters provided in the pay schedule to the Award the Department will act expeditiously to have the appropriate amendment registered with Western Australian Industrial Relations Commission.

Changes in Working Hours

(a) Any change to the working hours of a Prison Officer (Vocational and Support) shall be approved by the Commissioner before implemented in the workplace.

(b) If a change in working hours impacts upon the all up salary in a manner that requires an amendment to the pay schedule in the Award the Department and the Union will act expeditiously to have the appropriate amendment registered with Western Australian Industrial Relations Commission.

Changes in Duties and Responsibilities

(a) Any change to the duties and/or responsibilities of a Prison Officer (Vocational and Support) shall be approved by the Commissioner before implemented in the workplace.

(b) Where a Prison Officer (Vocational and Support) is required to take on additional duties and/or responsibilities this will be immediately reflected in the JDF. It will be the responsibility of the Superintendent to ensure that the JDF is changed.

(c) The Department in amending the JDF to reflect these changes will conduct a review to determine if the changes bring about a net increase in the work value of the position. If a net increase in work value has occurred the Department will make the appropriate change to the classification of the position and notify the Officer.

The assessment of work value change shall include but not be limited to the following criteria:

- Additional qualifications that have been required for the performance of the duties.
- Additional training required for the performance of the duties as required.
- Additional skills and/or knowledge now required for the performance of the duties.
- Additional responsibilities in respect of the outcome of the work area and/or safety of other employees or prisoners.
- Changes in the conditions under which the duties are performed.
- Changes in the quality of the work required.
- Changes in the multiplicity and diversity of the functions attached to the position.
- Changes in the level of supervision received.
- The introduction of the responsibility for supervision of other employees or changes in requirements of supervision of other employees.
- Changes in the level of importance of the position in the overall operations of the Prison Service or Prison.

(d) If a change in classification requires an amendment to the all up salary listed in the pay schedule to the Award the Department will act expeditiously to have the appropriate amendment registered with Western Australian Industrial Relations Commission.

(e) Where an Officer considers that the classification allocated to his or her position does not reflect its true work value he or she can make written application for a review.

(f) The application is to be submitted to the Superintendent and contain detail as to the reasons the officer considers that JDF does not reflect duties allocated and/or the classification of the position does not reflect the value of the duties and responsibilities to the position.

(g) The Superintendent is required to deal with the request expeditiously and where necessary seek advice from the appropriate sections of the Department before providing the Officer with a written response addressing each of the reasons listed in the Officer's application.

(h) If the Officer considers that the response to his or her application is not satisfactory he or she has the right to have the claim and the Department's response made the subject matter of a meeting with representatives of the Department and the Union. The Department's representatives at this meeting shall have the capacity to act independently of the Department's response and make a recommendation for reclassification to the General Manager Adult Custodial based on the merit of information discussed thereby allowing for possible resolution of the matter on the day of the meeting.

(i) If this meeting does not satisfactorily resolve the claim then the matter can be referred to the Western Australian Industrial Relations Commission for resolution in accordance in accordance with the Commission's correspondence to the parties pursuant to Application No 1303 of 1988. The procedure for hearing of such matter is outlined in Annexure B.

(j) Where a position is reclassified by the Department or by way of appeal the Western Australian Industrial Relations Commission the incumbent of the position shall retain the position and receive the benefit of that reclassification.

(k) The effective date of a reclassification granted by the Department or the Western Australian Industrial Relations Commission shall be the date the officer formally requested the Department in writing for a reclassification of the position.

(l) Where the position has been reviewed through this process at the request of the Officer a further application cannot be made by that Officer within the next twelve months unless the Officer is required by the Superintendent to take on additional duties and/or responsibilities.

3. These procedures are subject to ongoing review by the parties. The parties may apply to vary these procedures. If there is any dispute the matter will be referred to the Western Australian Industrial Relations Commission.

Annexure A

The classification of a position is assessed in accordance with the principles outlined in the document Reclassification Procedures Prison Officer (Vocational and Support) February 2006.

The introduction of these new procedures means that the previous criteria used in the assessment of Industrial Officers with the introduction from 7 July 2000 of the five tiered classification scale for Vocational and Support Officers, that is Levels 1 to 5, is no longer valid.

The following principles underpin the assessment of work value of Prison Officer (Vocational and Support) positions:

- Qualifications required for the performance of the duties.
- Training required for the performance of the duties as required.
- Skills and/or knowledge required for the performance of the duties.
- Responsibilities in respect of the outcome of the work area and/or safety of other employees or prisoners.
- Conditions under which the duties are performed.
- Quality of the work required.
- Multiplicity and diversity of the functions attached to the position.
- Level of supervision received.
- Supervision of other employees
- Level of importance of the position in the overall operations of the Prison Service or Prison.

The determination of the work value of a Prison Officer (Vocational and Support) positions shall the include but not be limited to the assessment of the following criteria:

- Technical skills;
- Academic/theoretical qualifications;
- Licensing obligations;
- Accredited and non accredited on the job training;
- Staff supervision;
- Level of supervision received and independence of action;
- Prisoner supervision – large or small group;
- Accredited training provided to prisoners;
- Non accredited training provided to prisoners;
- Internal negotiations;
- External negotiations;
- Business unit management;
- Financial responsibility;
- Resource management;
- Record keeping;
- Report writing;
- Legal responsibilities;
- Compliance obligations;
- Responsibilities external to home/base Prison;
- Diversity of scope of responsibilities, i.e. involves more that one stream of activity;
- Focus of operations – production, skill development and/or remedial training;
- Other criteria agreed between the parties.

	Benchmark	**Responsibilities**	**Other**
1	Driver Casuarina	Level restricted to positions where primary function and responsibility involves only in driving duties	Driving duties would involve transport of prisoners or courier work
2		Co-ordination of prisoner activities or Provision of resources to prisoners or Control of Departmental resources or Prisoner records or Duties involving prisoner discipline only in workshops and other or areas	Primary duties are those other than driving and of lesser value than benchmark for Level 3
2A		Level restricted to positions in charge in work areas where more than one Level 2 operates	Officer holds end of line responsibility or supervisory role in the work area staffed by Level 2 Officers
3	Catering Instructor - Hakea	Includes but is not restricted to: Prisoner supervision in production or workshop activities Provision of accredited training or Provision within a Prison of maintenance services not requiring a license or other specialist duties	The duties and responsibilities justify a classification beyond Level 2

4	Laundry Manager - Greenough	Includes but is not restricted to: Staff supervision Prisoner supervision Provision of accredited training Day to day responsibility for operations in a work area or Performance of duties requiring external license or Coordinates or is responsible for a function that extends beyond one Prison	Supervisory position where two or more Officers at Level 3 are engaged or License to be *other* than a driving license or The position holds responsibilities for a function across prisons. or The duties and responsibilities justify a classification beyond Level 3 but less than Level 5
5	Abattoir Manager Karnet	Includes but is not restricted to: Staff supervision Prisoner supervision Provision of accredited training Day to day responsibility for operations in a work area Obligations to external organisations e.g. Primary Industry or Public Health	Supervisory position or The duties and responsibilities justify a classification beyond Level 4

Notes

The Benchmark for Level 3 is the work value and responsibilities attached to the position of Cook Instructor Hakea Prison as of January 2006. The work value of this position has been chosen as the benchmark due to the influence upon the day-to-day operations within the Hakea Prison of the

Catering Manager and consequential impact upon the Cook Instructor's responsibilities. The position will cease to be a Benchmark with immediate effect should the position be allocated any additional duties or responsibilities after January 2006. The parties will then enter discussions to establish a new benchmark.

These procedures are subject to ongoing review by the parties. The parties may apply to vary these procedures. If there is any dispute the matter will be referred to the Western Australian Industrial Relations Commission.

During the negotiations the Union proposed that the Level 4 classification should also apply where a position based within one Prison has responsibilities across prisons. At proceedings before the Western Australian Industrial Relations Commission in June 2003 the Union indicated it was prepared to allow this issue to be subject to further discussion after the outcome of proceedings of the review and appeal process in respect of the Library position at Casuarina.

Annexure B

The processing of appeals by Prison Officers Vocational and Support Officers is based on the Practice Directions issued by the Western Australian Industrial Relations Commission in respect of reclassification appeals.

1. At least seven clear days before the hearing of the appeal the officer shall provide the Commission and the Department with a written statement of the facts upon which the appellant relies to support the appeal together with any witness statements.

2. At least seven clear days before the hearing of the appeal the Department shall provide the Commission and the officer with a written statement of the basis upon which it relies to resist or otherwise question the appeal.

3. The information and evidence contained in statements by both parties is to be restricted to matters canvassed in the documented outcome of discussions that took place in the meetings between the parties.

4. An Officer may address or respond to any issue canvassed in a witness statement provided by the Department by way of a written statement to the Commission and the Department at least three clear days before the hearing of the appeal.

5. The Department may address or respond to any issue canvassed in a witness statement provided by the Officer by way of a written statement to the Commission and the officer least three clear days before the hearing of the appeal.

6. The hearing of the appeal will proceed on the following basis:

    (a) The appellant and/or Union if desired may make a brief opening statement outlining the basis of the appeal;

    (b) The appellant may then give evidence to support the appeal that will be restricted to matters canvassed in the discussions that took place in the meetings between the parties;

    (c) The Department may then question the appellant;

    (d) The appellant and Union will then have the right to clarify matters arising out of the Department's questions to the appellant;

    (e) The appellant may then call any witnesses whose evidence shall be restricted to matters raised in his or her statement;

    (f) At the conclusion of the evidence of the witness the case for the appellant is closed;

    (g) The Department if desired may make a brief opening statement outlining the basis of its opposition to the officer's claim;

    (h) The Department will then give evidence to support its position that will be restricted to matters canvassed in the documented outcome of discussions that took place in the meetings between the parties;

    (i) The appellant or the Union may then question the Department;

    (j) The Department will then have the right to clarify matters arising out of the appellant or Union's questions to the Department;

    (k) The Department may then call any witnesses whose evidence shall be restricted to matters raised in his or her statement;

(l) At the conclusion of the evidence of the witness the case for the Department is closed;

(m) The **a**ppellant, or Union, may make a brief closing statement.

SCHEDULE C – MEMORANDUM OF AGREEMENT
FOR PRISON OFFICERS (VOCATIONAL AND SUPPORT) TRAINING

This memorandum of agreement identifies the detail of the training programs and entitlements available to Prison Officers (Vocational and Support) through Clause 19 of this Award.

1. INDUCTION PROGRAM

(1) The induction program shall commence on the Officer's first day of employment prior to the Officer taking up duties at the workplace and be completed within the first week of service.

(2) The induction program shall include, but not limited to, the Department's general induction program together with areas such as facilities/amenities, Prison security including locks and keys, roster arrangements, health and safety, swearing of the oath, and a tour of the Prison.

(3) The Employer will consult with the Union from time to time as to the content of the induction program.

2. THREE-WEEK FULL-TIME ESSENTIAL TRAINING PROGRAM

(1) The Essential Training Program shall be completed within the first six months of service for all new Prison Officers (Vocational and Support) appointments.

(2) Where special circumstances exist which prevent an employee from attending the scheduled training, as mentioned in subclause (1) of this clause, the employee and the Employer shall consult to arrange a suitable alternative attendance date.

(3) The Essential Training Program for current Prison Officers (Vocational and Support) will commence in April 2004 and all Officers will have been provided that training within twenty-four months of the commencement of the program.

(4) The Essential Training Program will cover but not be limited to such modules as:

Fire Awareness, Blood Borne Viruses, Air/Oxy Viva, Prison Officer Roles and Responsibilities, WAPOL, Searches, Sampling Procedures, Dynamic Security, Radio Voice Procedures, Use of Force, Self Defence, Aerosol Subject Restraint, Instruments of Restraint, Emergency Procedures/First Responding Officer, Hostage Situations, Hostage Survival, Incident Report and Minutes Writing, Crimes Scenes and Police Prisons Unit, Continuity of Evidence, Occurrence Books, Accounting for Prisoners, Prisoner Employment and Gratuities, Prisoner Discipline Procedures, Introduction to TOMS, Scenario Training, Practical Placement, Administration/Performance Counselling, and Assessment Competencies.

(5) The contents of the Essential Training Program will be designed by the Employer, in consultation with the Union.

(6) Prison Officers (Vocational and Support) undertaking the essential training during working time will not suffer any loss of pay.

3. INDUSTRY SPECIFIC TRAINING

(1) Industry Specific Training is presently the Certificate III in Correctional Practice (Custodial).

(2) All new Prison Officers (Vocational and Support) appointments will exercise their option to enrol in the Certificate III training within 12 months of the completion of their three-week essential training program.

(3) All current Prison Officers (Vocational and Support) appointments will exercise their option to enrol to complete Certificate III within two months of the completion of their three-week essential training program.

(4) Prison Officers (Vocational and Support) who enrol in this training will have the opportunity to complete this training by combination of skills recognition, attendance at formal training programs during normal working hours, and or interactive online training.

(5) Each employee who exercises the option to enrol to complete Certificate III has a responsibility to positively co-operate and participate in his or her own learning.

(6) Certificate III training to be completed within three years of commencement of the three-week essential training program.

4. INTERPERSONAL SKILLS TRAINING PROGRAM

Prison Officers (Vocational and Support) will participate in the State-wide Interpersonal Skills Training Program on the same basis as Prison Officers (General) whose employment is governed by this Award.

5. FULL DISCIPLINARY OFFICER TRAINING

(1) Prison Officers (Vocational and Support) who wish to undergo full disciplinary officer training to undertake the full duties of a Prison Officer (General) must satisfy entry requirements similar to those of a probationary Prison Officers (General).

(2) Prison Officers (Vocational and Support) will undertake the same training program as probationary Prison Officer (General).

(3) On the successful completion of the training program a Prison Officer (Vocational and Support) will remain in his or her position until a replacement has been found. The Officer will follow the normal transfer procedures.

(4) Prison Officers (Vocational and Support) will not receive the Prison Officer's (General) salary until he or she undertakes the full duties of a Prison Officer (General).

(5) Prison Officers (Vocational and Support) who do not successfully complete the training program will return to their former position.

6. OTHER TRAINING

The Employer as part of its commitment to training may require Prison Officers (Vocational and Support) to undertake various forms of training to meet its operational needs. This may include training towards the qualification of Workplace Assessor and Trainer.

7. USE OF PRISON OFFICER (VOCATIONAL AND SUPPORT)

(1) A Prison Officer (Vocational and Support) may be directed to carry out such duties as are within the limits of his or her skill, competence and training.

(2) Prison Officers (Vocational and Support) upon completion of the three-week essential training program or any additional training can be called upon to provide ad-hoc short-term assistance in fulfilling the functions within other areas of the Prison for which they have been trained for the safe and competent performance of that function.

(3) The parties will establish broad parameters for the functions that can be performed by Officers who have completed the three-week essential training program.

SCHEDULE D - DISTRICT ALLOWANCE

(a) Officers without dependants (subclause 50.1(1) of this Award):

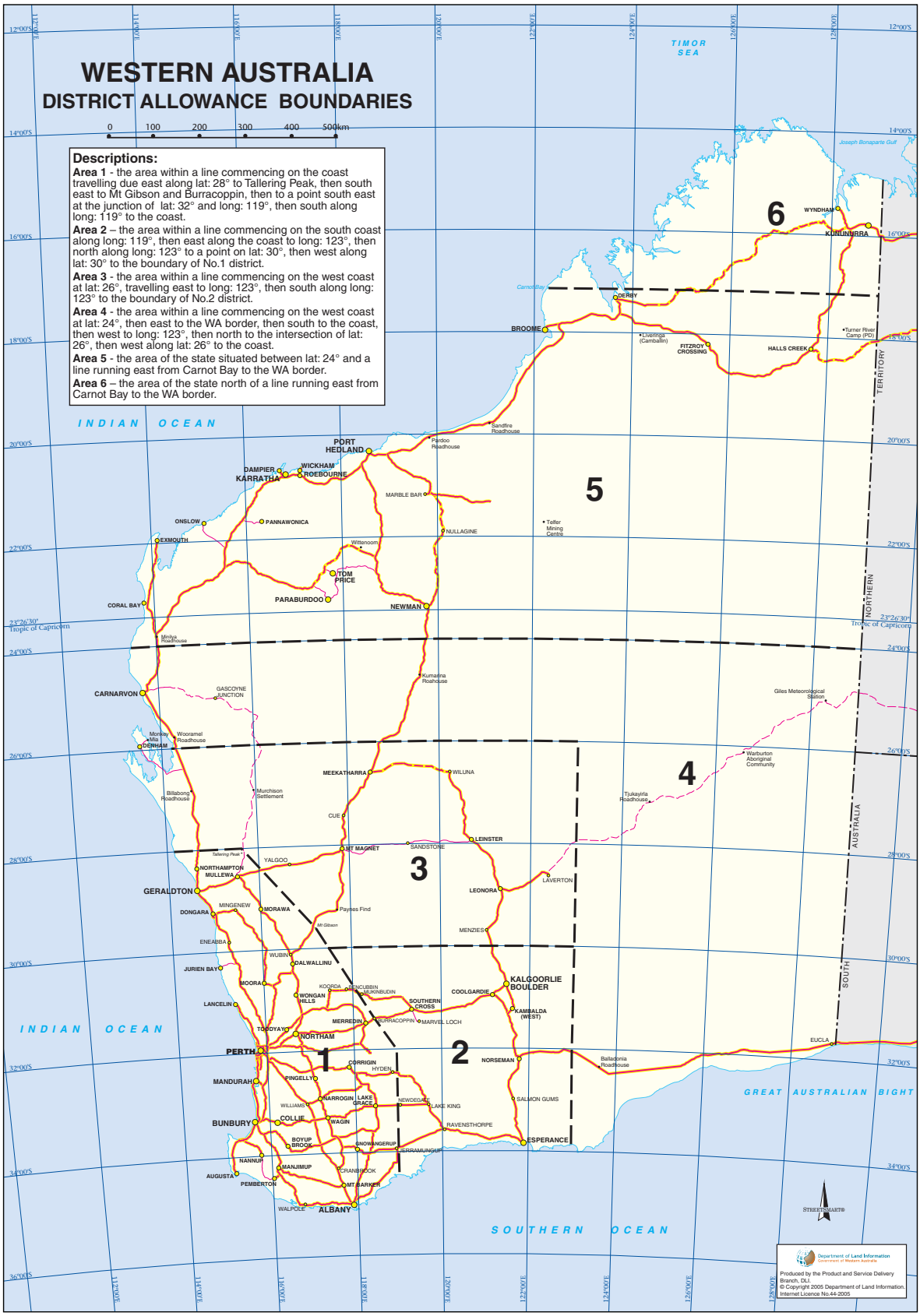
COLUMN 1 DISTRICT NO.	COLUMN II STANDARD RATE $ P.A.	COLUMN III EXCEPTIONS TO STANDARD RATE TOWN OR PLACE	COLUMN IV RATE $ P.A.
6	3,569	Nil	Nil
5	2,920	Fitzroy Crossing Halls Creek Turner River Camp Nullagine	3,933
		Liveringa (Camballin) Marble Bar Wittenoom	3,655
		Karratha	3,438
		Port Hedland	3,199
4	1,471	Warburton Mission	3,952
		Carnarvon	1,385
3	927	Meekatharra Mount Magnet Wiluna Laverton Leonora Cue	1,471
2	665	Kalgoorlie Boulder	222
		Ravensthorpe Norseman Salmon Gums Marvel Loch Esperance	878
1	Nil	Nil	Nil

(b) Officers with dependants (subclause 50.1(1) of this Award)

Double the appropriate rate as prescribed in (a) above for Officers without dependants.

The allowances prescribed in this Schedule shall operate from the beginning of the first pay period commencing on or after July 1, 2005.

SCHEDULE E - DISTRICT ALLOWANCE MAP



SCHEDULE F - MOTOR VEHICLE ALLOWANCE

NOTE: This applies to Officers required to supply and maintain a motor vehicle for use when travelling on approved official business. (Clause 52.2 of this Award).

AS FROM 18 SEPTEMBER 2003

Area Details	Rate (cents) per kilometre Engine Displacement (in cubic centimetres)		
	Over 2600cc	Over 1600cc to 2600cc	1600cc and under
Metropolitan Area			
First 4000 kilometres	149.7	126.6	102.2
Over 4000 up to 8000 kms	61.7	52.7	44.0
Over 8000 up to 16000 kms	32.4	28.1	24.6
Over 16000 kms	34.0	28.8	24.7
South West Land Division			
First 4000 kilometres	154.3	130.9	106.4
Over 4000 up to 8000 kms	64.0	54.8	46.0
Over 8000 up to 16000 kms	33.9	29.4	25.8
Over 16000 kms	35.2	29.7	25.5
North of 23.5° South Latitude			
First 4000 kilometres	170.9	145.4	118.9
Over 4000 up to 8000 kms	70.3	60.2	50.7
Over 8000 up to 16000 kms	36.7	31.9	28.0
Over 16000 kilometres	36.3	30.6	26.3
Rest of State			
First 4000 kilometres	159.2	134.8	109.2
Over 4000 up to 8000 kms	66.0	56.4	47.2
Over 8000 up to 16000 kms	34.9	30.2	26.5
Over 16000 kilometres	35.7	30.1	25.9

SCHEDULE G - MOTOR VEHICLE ALLOWANCE

NOTE: This applies to Officers who agree to use their own motor vehicle for travel on approved official business. (Clause 52.4 of this Award).

AS FROM 18 SEPTEMBER 2003

Area Details	Rate (cents) per kilometre Engine Displacement (in cubic centimetres)		
	Over 2600cc	Over 1600cc to 2600cc	1600cc and under
Metropolitan Area	69.0	58.9	48.9
South West Land Division	71.5	61.1	51.0
North of 23.5° South Latitude	78.7	67.3	56.4
Rest of the State	73.7	62.9	52.4

SCHEDULE H - MOTOR CYCLE ALLOWANCE

NOTE: This applies to Officers who agree to use their own motor cycle for travel on approved official business. (Clause 52.4 of this Award).

AS FROM JULY 1 2003

Distance travelled during a year on Official Business	Rate Cents per Kilometre
Rate per kilometre	23.9

SCHEDULE I - TRAVELLING, TRANSFER AND RELIEVING ALLOWANCE

ITEM	PARTICULARS	COLUMN A DAILY RATE	COLUMN B DAILY RATE OFFICERS WITH DEPENDANTS RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS (CLAUSE 50(2)(b) OF THE *PUBLIC SERVICE AWARD 1992* TRANSFER ALLOWANCE FOR PERIOD IN EXCESS OF PRESCRIBED PERIOD (CLAUSE 53(3) OF THE *PUBLIC SERVICE AWARD 1992*)	COLUMN C DAILY RATE OFFICERS WITHOUT DEPENDANTS RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS (CLAUSE 50(2)(b) OF THE *PUBLIC SERVICE AWARD 1992*)
ALLOWANCE TO MEET INCIDENTAL EXPENSES				
		$	$	$
(1)	WA - South of 26° South Latitude	11.75		
(2)	WA - North of 26° South Latitude	15.40		
(3)	Interstate	15.40		
ACCOMMODATION INVOLVING AN OVERNIGHT STAY IN A HOTEL OR MOTEL				
		$	$	$
(4)	WA- Metropolitan Hotel or Motel	210.05	105.00	70.00
(5)	Locality South of 26° South Latitude	168.60	84.30	56.20
(6)	Locality North of 26° South Latitude			
	Broome	284.40	142.20	94.80
	Carnarvon	222.30	111.15	74.10
	Dampier	209.15	104.55	69.70
	Derby	188.40	94.20	62.80
	Exmouth	215.90	107.95	71.95
	Fitzroy Crossing	314.90	157.45	104.95
	Gascoyne Junction	128.90	64.45	42.95
	Halls Creek	265.40	132.70	88.45
	Karratha	364.65	182.30	121.55
	Kununurra	266.80	133.40	88.95
	Marble Bar	179.40	89.70	59.80
	Newman	254.65	127.35	84.90
	Nullagine	189.75	94.90	63.25
	Onslow	207.20	103.60	69.05
	Pannawonica	177.15	88.60	59.05
	Paraburdoo	238.40	119.20	79.45
	Port Hedland	239.70	119.85	79.90

	Roebourne	132.90	66.45	44.30
	Sandfire	160.40	80.20	53.45
	Shark Bay	175.90	87.95	58.65
	Tom Price	219.40	109.70	73.15
	Turkey Creek	175.90	87.95	58.65
	Wickham	323.90	161.95	107.95
	Wyndham	158.90	79.45	52.95
(7)	Interstate - Capital City			
	Sydney	255.65	127.85	85.20
	Melbourne	245.65	122.85	81.90
	Other Capitals	213.15	106.60	71.00
(8)	Interstate - Other than Capital City	168.60	84.30	56.20

ACCOMMODATION INVOLVING AN OVERNIGHT STAY AT OTHER THAN A HOTEL OR MOTEL

(9)	WA - South of 26° South Latitude	79.40
(10)	WA - North of 26° South Latitude	97.7085.25
(11)	Interstate	97.7085.25

TRAVEL NOT INVOLVING AN OVERNIGHT STAY OR TRAVEL INVOLVING AN OVERNIGHT STAY WHERE ACCOMODATION ONLY IS PROVIDED.

(12) WA - South of 26° South Latitude:

Breakfast	14.1513.30
Lunch	14.1513.30
Dinner	39.40

(13) WA - North of 26° South Latitude

Breakfast	15.75
Lunch	27.7023.75
Dinner	38.9033.40

(14) Interstate

Breakfast	15.7514.50
Lunch	27.70
Dinner	38.9033.40

DEDUCTION FOR NORMAL LIVING EXPENSES (Clause 53(5)(a) of the *Public Service Award 1992*)

(15)	Each Adult	22.75
(16)	Each Child	3.90

MIDDAY MEAL (Clause 54(11) of the *Public Service Award 1992*)

(17)	Rate per meal	5.50
(18)	Maximum reimbursement per pay period	27.50

V A R I A T I O N R E C O R D

VARIATION RECORD INSERTED FOLLOWING ORDER APPL. 87 OF 2003 ON 2 MARCH 2007. FOR VARIATIONS PRIOR TO THIS ORDER SEE OLD VARIATION RECORD FOLLOWING.

PRISON OFFICERS' AWARD

AWARD VARIED BY APPL 87 OF 2003 DELIVERED ON 2 MARCH 2007. – (Published At 87 WAIG 380. Order 87 of 2003 Effective From The Beginning Of The First Pay Period On Or After The 28th Day of September 2006).

Delivered 11/04/68 at 48 WAIG 119
Varied &Consolidated 1017/72 18/12/72 at 52 WAIG 1252
S93 (6) Consolidation 29/04/82 at 62 WAIG 857
S93 (6) Consolidation 22/10/93 at 73 WAIG 3123
S93 (6) Consolidation 06/02/96 at 76 WAIG 600
Varied & Consolidated 2257/97 17/12/97 at 78 WAIG 462

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
PART 1 – AWARD DETAILS AND APPLICATION				
1. Title				
	Cl Ins	87/03	28/09/06	87 WAIG 380
2A. Statement of Principles				
	Cl Ins	87/03	28/09/06	87 WAIG 380
2B. Minimum Adult Award Wage				
	Cl Ins	87/03	28/09/06	87 WAIG 380
3. Arrangement				
	Cl Ins	87/03	28/09/06	87 WAIG 380
4. Term				

Cl Ins	87/03	28/09/06	87 WAIG 380

5. Scope

Cl Ins	87/03	28/09/06	87 WAIG 380

6. Definitions

Cl Ins	87/03	28/09/06	87 WAIG 380

PART II – CONDITIONS OF EMPLOYMENT AND RELATED MATTERS

7. Contract of Service

Cl Ins	87/03	28/09/06	87 WAIG 380

8. Re-engagement in Employment

Cl Ins	87/03	28/09/06	87 WAIG 380

9. Part-Time and Sessional Employment

Cl Ins	87/03	28/09/06	87 WAIG 380

10. Public Holidays

Cl Ins	87/03	28/09/06	87 WAIG 380

11. Duty Roster

Cl Ins	87/03	28/09/06	87 WAIG 380

12. Hours of Duty

Cl Ins	87/03	28/09/06	87 WAIG 380

13. Out of Hours Work

Cl Ins	87/03	28/09/06	87 WAIG 380

14. Effect of 38 Hour Week

Cl Ins	87/03	28/09/06	87 WAIG 380

15. Management of Musters

Cl Ins	87/03	28/09/06	87 WAIG 380

16. Secondments and Vacacnies

Cl Ins	87/03	28/09/06	87 WAIG 380

17. Transfers

Cl Ins	87/03	28/09/06	87 WAIG 380

18. Probationary Officers in Training

Cl Ins	87/03	28/09/06	87 WAIG 380

19. Prison Officers (Vocational and Support) Training

Cl Ins	87/03	28/09/06	87 WAIG 380

20. Board of Reference

Cl Ins	87/03	28/09/06	87 WAIG 380

21. Introduction of Change

Cl Ins	87/03	28/09/06	87 WAIG 380

22. Establishment of Consultative Mechanisms

Cl Ins	87/03	28/09/06	87 WAIG 380

23. Award Modernisation

Cl Ins	87/03	28/09/06	87 WAIG 380

24. Dispute Settlement Procedure

Cl Ins	87/03	28/09/06	87 WAIG 380

PART III – RATES OF PAY AND RELATED MATTERS

25. Payment of Wages

Cl Ins	87/03	28/09/06	87 WAIG 380

26. Annualised Salaries

Cl Ins	87/03	28/09/06	87 WAIG 380

27. Salary Packaging

Cl Ins	87/03	28/09/06	87 WAIG 380

28. Payroll Errors

Cl Ins	87/03	28/09/06	87 WAIG 380

29. Higher Duties

Cl Ins	87/03	28/09/06	87 WAIG 380

PART IV – LEAVE TYPES/SPECIFICATIONS

30. Annual Leave

Cl Ins	87/03	28/09/06	87 WAIG 380

31. Travel Concessions Annual Leave Broome and Roebourne Prisons

Cl Ins	87/03	28/09/06	87 WAIG 380

32. Long Service Leave

Cl Ins	87/03	28/09/06	87 WAIG 380

33. Carer's Leave

Cl Ins	87/03	28/09/06	87 WAIG 380

34. Sick Leave

Cl Ins	87/03	28/09/06	87 WAIG 380

35. Bereavement Leave

Cl Ins	87/03	28/09/06	87 WAIG 380

36. Cultural/Ceremonial Leave

Cl Ins	87/03	28/09/06	87 WAIG 380

37. Emergency Service Leave

Cl Ins	87/03	28/09/06	87 WAIG 380

38. Trade Union Training Leave

Cl Ins	87/03	28/09/06	87 WAIG 380

39. Union Facilities for Union Representatives

Cl Ins	87/03	28/09/06	87 WAIG 380

40. Leave to Attend Union Business

Cl Ins	87/03	28/09/06	87 WAIG 380

41. Parental Leave

Cl Ins	87/03	28/09/06	87 WAIG 380

42. Study Leave

Cl Ins	87/03	28/09/06	87 WAIG 380

43. Leave Without Pay

Cl Ins	87/03	28/09/06	87 WAIG 380

44. Blood/Plasma Donors Leave

Cl Ins	87/03	28/09/06	87 WAIG 380

45. Training with Defence Force Reserves Leave

Cl Ins	87/03	28/09/06	87 WAIG 380

46. International Sporting Events Leave

Cl Ins	87/03	28/09/06	87 WAIG 380

47. Purchased Leave Deferred Salary Scheme

Cl Ins	87/03	28/09/06	87 WAIG 380

48. Purchased Leave – 50/52 or 49/52 Salary Arrangement

Cl Ins	87/03	28/09/06	87 WAIG 380

PART V – ALLOWANCE TYPES/SPECIFICATIONS

Cl Ins	87/03	28/09/06	87 WAIG 380

49. Dog Handlers Allowance

Cl Ins	87/03	28/09/06	87 WAIG 380

50. District Allowance

Cl Ins	87/03	28/09/06	87 WAIG 380

51. Disturbance Allowance

Cl Ins	87/03	28/09/06	87 WAIG 380

52. Motor Vehicle Allowance

Cl Ins	87/03	28/09/06	87 WAIG 380

53. Relieving Allowance

Cl Ins	87/03	28/09/06	87 WAIG 380

54. Removal Allowance

Cl ins	87/03	28/09/06	87 WAIG 380

55. Transfer Allowance

Cl Ins	87/03	28/09/06	87 WAIG 380

56. Travelling Allowance

Cl Ins	87/03	28/09/06	87 WAIG 380

57. Property Allowance

Cl Ins	87/03	28/09/06	87 WAIG 380

58. Uniforms

Cl Ins	87/03	28/09/06	87 WAIG 380

59. Civilian Clothing Allowance

Cl Ins	87/03	28/09/06	87 WAIG 380

60. Special Provisions

Cl Ins	87/03	28/09/06	87 WAIG 380

61. Movement of Allowances

Cl Ins	87/03	28/09/06	87 WAIG 380

SCHEDULE A – RATES OF PAY

Sch Ins	87/03	28/09/06	87 WAIG 380

SCHEDULE B – MEMORANDUM OF AGREEMENT

Sch Ins	87/03	28/09/06	87 WAIG 380

SCHEDULE C – MEMORANDUM OF AGREEMENT FOR PRISON OFFICERS (VOCATIONAL AND SUPPORT) TRAINING

Sch Ins	87/03	28/09/06	87 WAIG 380

SCHEDULE D – DISTRICT ALLOWANCE

Sch Ins	87/03	28/09/06	87 WAIG 380

SCHEDULE E – DISTRICT ALLOWANCE MAP

Sch Ins	87/03	28/09/06	87 WAIG 380

SCHEDULE F – MOTOR VEHICLE ALLOWANCE

Sch Ins	87/03	28/09/06	87 WAIG 380

SCHEDULE G – MOTOR VEHICLE ALLOWANCE

Sch Ins	87/03	28/09/06	87 WAIG 380

SCHEDULE H – MOTOR CYCLE ALLOWANCE

Sch Ins	87/03	28/09/06	87 WAIG 380

SCHEDULE I – TRAVELLING, TRANSFER AND RELIEVING ALLOWANCE

Sch Ins	87/03	28/09/06	87 WAIG 380

V A R I A T I O N R E C O R D

GAOL OFFICERS' AWARD 1998

NO. 12 OF 1968

AWARD VARIED BY APPL 87 OF 2003 DELIVERED ON 2 MARCH 2007. REFER TO VARIATION RECORDS ABOVE. – (Published At 87 WAIG 380 –Order 87 of 2003 Effective From The Beginning Of The First Pay Period On Or After The 28th Day of September 2006).

Delivered 11/04/68 at 48 WAIG 119

Varied &Consolidated 1017/72 18/12/72 at 52 WAIG 1252

S93 (6) Consolidation 29/04/82 at 62 WAIG 857

S93 (6) Consolidation 22/10/93 at 73 WAIG 3123

S93 (6) Consolidation 06/02/96 at 76 WAIG 600

Varied & Consolidated 2257/97 17/12/97 at 78 WAIG 462

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
(1A. Statement of Principles – June, 1998)				
	Ins Cl	757/98	12/06/98	78 WAIG 2579
	Del. Cl.	609/99	06/07/99	79 WAIG 1847
2A. Statement of Principles - November 1997				
2B Minimum Adult Award Wage				
	Min. Wage & text.	609/99	01/08/99	79 WAIG 1847
	Cl	654/00	01/08/00	80 WAIG 3379
	Cl	752/01	01/08/01	81 WAIG 1721
	Cl	797/02	01/08/02	82 WAIG 1369
	Cl.	569/03	5/06/03	83 WAIG 1899 & 2249
	(9)	1197/03	1/11/03	83 WAIG 3537
	Cl	570/04	4/06/04	84 WAIG 1521
	Cl.	576/05	07/07/05	85 WAIG 2083, 2458

Cl.	957/05	07/07/06	86 WAIG 1631 & 1991

3. Arrangement

1A	757/98	12/06/98	78 WAIG 2579
Ins. 43	1855/98	21/06/99	79 WAIG 2018
Del. 1A.	609/99	06/07/99	79 WAIG 1847
Cl	257/98	01/07/00	80 WAIG 5579
Cl	C121/00	01/07/00	80 WAIG 3110
Cl	257/98	01/07/00	80 WAIG 5579
Cl	113A/02	20/10/03	83 WAIG 3978
Cl.	1529/03	14/11/03	83 WAIG 3979

4. Term

5. Scope

6. Definitions

79 WAIG 549

7. Part Time Employment

Cl	C121/00	01/07/00	80 WAIG 3110
(5)	C121/00	06/08/00	80 WAIG 4347

8 Public Holidays

(4)	113A/02	20/10/03	83 WAIG 3978

9. Duty Roster

10. Hours of Duty

11. Prepaid Hours/Shifts

Cl	C121/00	01/07/00	80 WAIG 3110

(9)	113A/02	20/10/03	83 WAIG 3978

12 Special Hours/Shifts

Cl	C121/00	01/07/00	80 WAIG 3110
(1)	113A/03	20/10/03	83 WAIG 3978

13 Exceptional and Emergency Hours/Shifts

Cl	C121/00	01/07/00	80 WAIG 3110
(4) & (7)	113A/02	20/10/03	83 WAIG 3978

14 Management of Peak Musters

(1) & (2)	C121/00	01/07/00	80 WAIG 3110

15. Secondments and Vacancies

(1), (2), (3) (4) & (5)	C121/00	01/07/00	80 WAIG 3110

16. Annual Leave

17. Travel Concessions Annual Leave Broome and Roebourne Prisons

18 Long Service Leave

19. Family Carer's Leave

20. Sick Leave

(10) & (7)	C121/00	01/07/00	80 WAIG 3110

21. Trade Union Training Leave

22. Leave to Attend Union Business

23. Bereavement Leave

24. Parental Leave

25. Higher Duties

26. Dog Handlers Allowance

27. Travelling, Relieving and Transfer Allowances

28. Property Allowance

29. Uniforms

30. Civilian Clothing Allowance

31 Special Provisions

(3) & (7)	113A/02	20/10/03	83 WAIG 3978

32 Transfers

(1), (2) & (3)	113A/02	20/10/03	83 WAIG 3978
Deleted and replaced Cl.	316/04	20/03/06	86 WAIG 751

33 Probationary Officers in Training

(1) & (3)	C121/00	01/07/00	80 WAIG 3110
(1) & (3)	C121/00	06/08/00	80 WAIG 4347

34. Board of Reference

35. Introduction of Change

36. Establishment of Consultative Mechanisms

37. Award Modernisation

38. Dispute Settlement Procedure

39. Effect of 38 Hour Week

40. Payment of Wages

41 Annualised Salaries

(1)	C121/00	01/07/00	80 WAIG 3110

42 Re-engagement in Employment

Cl	113A/02	20/10/03	83 WAIG 3978

43 Salary Packaging

Ins. 43	1855/98	21/06/99	79 WAIG 2018

44. Prison Officers (Vocational and Support) Training

Cl	113A/02	20/10/03	83 WAIG 3978

Schedule A - Rates of Pay

(2) Senior Hospital Officer rates	1330/98	08/12/98	79 WAIG 240
(2) Ins. Text & rates.	609/99	01/08/99	79 WAIG 1847
Cl	654/00	01/08/00	80 WAIG 3379
Cl	C121/00	01/07/00	80 WAIG 3110
Cl	C121/00	06/08/00	80 WAIG 4347
Sch	257/98	01/07/00	80 WAIG 5579
Sch	752/01	01/08/01	81 WAIG 1721
(2)	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2249
(2)	113A/02	20/10/03	83 WAIG 3978
Cl	570/04	4/06/04	84 WAIG 1521 & 1776

Cl.	576/05	07/07/05	85 WAIG 2083, 2458
Cl.	957/05	07/07/06	86 WAIG 1631 & 1991

Schedule B - Memorandum of Agreement

Sch. B deleted and replaced	316/04	20/03/06	86 WAIG 751

Schedule C - Memorandum of Agreement

Sch. C deleted	316/04	20/03/06	86 WAIG 751

Schedule D – Memorandum of Agreement for Prison Officers (Vocational and Support) Training

Ins. Sched.	1529/03	14/11/03	83 WAIG 3979
Sch. D renumbered and renamed	316/04	20/03/06	86 WAIG 751