# Police Award 1965 - The

## PART 1 - APPLICATION OF AWARD

### 1. - TITLE

This award shall be known as "The Police Award 1965" as amended and consolidated.

### 1B. - MINIMUM ADULT AWARD WAGE

(1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.

(2) The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38 hour week is $746.90 per week.

The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38 hour week is calculated as follows: divide $746.90 by 38 and multiply by the number of ordinary hours prescribed for a full time employee under the award.

The minimum adult award wage is payable on and from the commencement of the first pay period on or after 1 July 2019.

(3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.

(4) Unless otherwise provided in this clause adults aged 21 or more employed as casuals, part-time employees or piece workers 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.

(5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award (if applicable) to the minimum adult award wage, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.

(6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or government approved work placement programs 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, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.

(7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.

(8) Subject to this clause the minimum adult award wage shall –

(a) Apply to all work in ordinary hours.

(b) 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.

(9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2019 State Wage order decision. Any increase arising from the insertion of the minimum 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 wage.

(10) Adult Apprentices

(a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38 hour week is $638.20 per week.

(b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38 hour week is calculated as follows: divide $638.20 by 38 and multiply by the number of ordinary hours prescribed for a full time apprentice under the award.

(c) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2019.

(d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.

(e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.

(f) Where in this 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.

## 2. - ARRANGEMENT

### PART 1 – APPLICATION OF AWARD


1. Title
1B. Minimum Adult Award Wage
2. Arrangement
3. Term
4. Area and Scope
5. Definitions


### PART 2 – SALARIES


6. Salaries


### PART 3 – HOURS OF WORK


7. Hours of Duty
8. Overtime


### PART 4 – ALLOWANCES


9. On Call Allowance
10. Shift Allowance
11. Additional Allowances
12. Pro Rata Payment of Allowances
13. District Allowance

14. Motor Vehicle Allowance
15. Property Allowance
16. Higher Duties Allowance
17. Camping Allowance
18. Disturbance Allowance
19. Relieving Allowance
20. Transfer and Removal Allowance
21. Travelling Allowance
22. Adjustment of Reimbursement Allowances

**PART 5 - LEAVE OF ABSENCE**

23. Annual Leave
24. Long Service Leave
25. Bereavement Leave
26. Parental Leave
27. Entitlement to Leave and Allowances through Illness or Injury
28. Carer's Leave

**PART 6 – MEDICAL AND HOSPITAL EXPENSES**

29. Medical and Hospital Expenses through Illness or Injury Resulting from Duties
30. Medical and Pharmaceutical Expenses

**PART 7 – RETIREMENT, REMOVAL OR DEATH OF AN EMPLOYEE**

31. Retirement, Removal or Death of an Employee

**PART 8 – INTRODUCTION OF CHANGE AND DISPUTE SETTLEMENT PROCEDURE**

32. Introduction of Change
33. Dispute Settlement Procedure

**PART 9 – NAMED PARTIES**

34. Named Parties

**SCHEDULES**

SCHEDULE A. - TRAVELLING ALLOWANCE

SCHEDULE B. - RELIEVING ALLOWANCE

SCHEDULE C. - OVERTIME MEAL ALLOWANCE

SCHEDULE D. - CAMPING ALLOWANCE

SCHEDULE E. - ANNUAL LEAVE TRAVEL CONCESSION BOUNDARIES

## 3. - TERM

This award shall operate for a period of three years from the beginning of the first pay period commencing on or after the date hereof.

## 4. - AREA AND SCOPE

This award shall apply to all members of the Western Australian Police Force and Aboriginal Police Liaison Officers appointed under the provisions of the *Police Act 1892* (WA), except those whose salaries are

recommended or determined pursuant to the *Salaries and Allowances Act 1975* (WA), and shall operate over the whole of the State.

## 5. - DEFINITIONS

“Aboriginal Police Liaison Officer” means an employee appointed under Part IIIA of the *Police Act 1892* (WA).

"Camp of a Permanent Nature" for the purpose of Clause 17 (Camping Allowance) means single room accommodation in skid mobile or mobile type units, caravans, or barrack type accommodation or a vessel where the following are provided in the camp:

- water is freely available;
- ablutions including a toilet, shower or bath and laundry facilities;
- hot water system;
- a kitchen, including stove and table and chairs, except in the case of a caravan equipped with its own cooking and messing facilities;
- an electricity or power supply; and
- beds and mattresses except in the case of caravans containing sleeping accommodation.

For the purposes of this definition caravans located in caravan parks or other locations where the above are provided shall be deemed a camp of a permanent nature.

"Camp other than a Permanent Camp" for the purpose of Clause 17 (Camping Allowance) means a camp including a vessel where any of the requirements defined in a "Camp of a Permanent Nature" are not provided.

"Centre" means any station from which continuous duty is performed.

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

"Commissioner" means the Commissioner of Police appointed pursuant to the provisions of the *Police Act 1892* (WA).

"Country Officer in Charge" means an employee in charge of a police station outside the metropolitan area and who resides in that locality or an employee relieving in such position. For the purposes of this definition Rottnest Island is considered outside the metropolitan area.

"De-facto Partner" means a relationship (other than a legal marriage) between two persons, of either different sexes or the same sex, who live together in a “marriage-like” relationship, as provided for by the *Interpretation Act 1984* (WA).

“Dentist” has the same meaning as in the *Health Practitioner Regulation National Law (WA) Act 2010*.

"Dependant" in relation to an employee (other than for the purposes of District Allowance) means:

(a) partner;

(b) child/children; or

(c) other dependent family;

who reside with the employee or who rely on the employee for main support.

"Detective" means an employee who has been appointed as such.

"Emergency" means:

(a) an unforeseen urgent crisis;

(b) serious public disorder; and

(c) searches;

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

"Family" in relation to an employee means the employee, partner and all dependent children attending school and to those dependent children living with the employee who are unemployed.

"Headquarters" means the place in which the principal work of an employee is carried out, as defined by the Commissioner.

"House" for the purpose of Clause 17 (Camping Allowance) means a house, duplex or cottage including transportable type accommodation which are self-contained and in which the facilities prescribed for a "Camp of a Permanent Nature" are provided.

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

“Manager” means the Assistant Director of Health and Welfare Branch of WA Police.

“Medical Practitioner” has the same meaning as it has in the *Health Practitioner Regulation National Law (WA) Act 2010*.

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

"Metropolitan Area" means all of that area within a 50 kilometre radius of the Perth City Railway Station.

"Metropolitan Officer in Charge" means an employee in charge of a metropolitan police station or an employee relieving in such position. For the purposes of this definition Rottnest Island is considered outside the metropolitan area.

The following expressions shall have the following meaning in respect to motor vehicle allowance:

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

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

(c) "South West Land Division" means the south west land division as defined by Schedule 1 of the *Land Administration Act 1997* (WA).

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

"North West" means all that part of the State north of the 26th parallel of latitude and shall be deemed to include Shark Bay.

"Operational Duties" throughout the award shall mean attendance by a Country Officer in Charge at such matters as serious or fatal traffic accidents, serious public disorder including domestics, urgent searches, serious crimes or attendance at his/her police station in such events but shall not include the requirement to perform routine daily tasks associated with the responsibilities of a Country Officer in Charge.

“Partner” means either a spouse or de facto partner.

"Part-time Employee" means an employee who is regularly employed to work less than 38 hours per week.

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

“Police Officer” means an employee appointed under Part I of the *Police Act 1892* (WA).

"Practicable" means practicable in the fair and reasonable opinion of the Commissioner: provided that if any dispute shall arise as to whether in any case such opinion is fair and reasonable, the matter in dispute shall be referred for determination to a Board of Reference established under section 48 of the *Industrial Relations Act 1979* (WA).

"Public Event" shall be deemed to include the following: the Christmas/New Year Road Safety Campaign, Easter Road Safety Campaign, Channel 7 Christmas Pageant, Royal Agricultural Society Show, Australia Day Sky Show, Anzac Day Services and Marches, City to Surf Fun Run, and/or similar such events.

"Public Interest" means:

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

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

(c) searches;

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

"Public Transport" means any means of public transport approved by the Commissioner.

"Recruit in Training" means an employee undertaking Academy based initial training as a member of the police force.

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

"Special Area" means:

(a) any portion of the State that is:

(i) east of longitude 119 degrees east; or

(ii) north of 26 degrees of south latitude;

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

(c) any area outside the State designated a special area by the Commissioner.

"Spouse" means a person lawfully married to the employee.

"Union" means the Western Australian Police Union of Workers.

## PART 2 – SALARIES

### 6. - SALARIES

(1) 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.

| Rank | Existing Salary<br><br>$ | Arbitrated Safety Net Adjustment<br>$ | Total Annual Salary<br>$ |
|---|---|---|---|
| (a) **Commissioned Officer Ranks** | | | |
| Commander | 73,307 | 27,353 | 100,660 |
| Chief Superintendent | 71,551 | 27,162 | 98,713 |
| Superintendent | 64,688 | 26,408 | 91,096 |
| Inspector - Base Rate | 57,047 | 25,570 | 82,617 |
| (b) **Sergeant Ranks** | | | |
| Senior Sergeant (Country OIC) Base Rate | 48,192 | 24,599 | 72,791 |
| Senior Sergeant | 46,192 | 24,379 | 70,571 |
| Sergeant (Country OIC) Base Rate | 42,500 | 23,974 | 66,474 |
| Sergeant | 40,500 | 23,755 | 64,255 |
| (c) **Other Ranks** | | | |
| Senior Constable (Country OIC) Base Rate | 38,500 | 23,535 | 62,035 |
| Senior Constable | 36,500 | 23,317 | 59,817 |
| First Class Constable | 34,000 | 23,042 | 57,042 |
| Constable | | | |
| 5th year of service & thereafter | 31,900 | 22,928 | 54,828 |
| 4th year of service | 31,000 | 22,829 | 53,829 |
| 3rd year of service | 30,100 | 22,731 | 52,831 |
| 2nd year of service | 29,000 | 22,609 | 51,609 |
| 1st year of service | 29,000 | 22,609 | 51,609 |
| Recruit in Training | 25,000 | 22,056 | 47,056 |
| (d) **Aboriginal Police Liaison Officers** | | | |
| Senior Aboriginal Police Officers | 30,487 | 22,772 | 53,259 |
| First Class Aboriginal Police Liaison Officer | 27,946 | 22,495 | 50,441 |
| Aboriginal Police Liaison Officer | 26,884 | 22,377 | 49,261 |

(e) The following transitionary arrangements applied to employees who as at 31 July 1992 were at the rank of Sergeant and qualified for promotion to the rank of Senior Sergeant.

(i) For employees at the substantive rank of Sergeant past service as a substantive Sergeant up to a maximum of six years was recognised and in addition to the rate for Sergeant - Base Rate the following additional amounts paid in recognition of that service.

| | |
|---|---|
| Category A<br>2 years service but less than 4 years | $582 per annum |
| Category B<br>4 years service but less than 6 years | $1246 per annum |
| Category C<br>6 years service or more | $2201 per annum |

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

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

(iv) Employees at the substantive rank of Sergeant and the brevet rank of First Class Sergeant prior to 31 July 1992 translate as category C in subparagraph (i) of this paragraph whilst in the brevet position and if qualified for promotion to the rank of Senior Sergeant at the time of reverting to Sergeant revert to the appropriate category in subparagraph (i) of this paragraph which recognises past service up to a maximum of 6 years since his/her substantive appointment at sergeant rank.

(f) With effect from 31 July 1992:

(i) Employees previously at the rank of Chief Inspector were in addition to the rate for Inspector - Base Rate paid a Performance Increment of $2940 per annum.

(ii) Employees at the rank of Inspector will be paid as Inspector - Base Rate and after 2 years substantive service at that rank will, subject to satisfactory performance assessed by an appropriate performance appraisal system, be eligible for a Performance Increment of $2940 per annum.

(iii) With effect from 12 March 1993 the amount of the Performance Increment is increased to $3003 per annum.

(g) With effect from 12 March 1993, in lieu of the amounts specified in subparagraph (i) of paragraph (e) the following additional amounts are payable:

| | |
|---|---|
| Category A | $600 per annum |
| Category B | $1285 per annum |
| Category C | $2201 per annum |

(h) With effect from the first pay period commencing on or after 31 July 1994 and subject to satisfactory performance assessed by an appropriate performance appraisal system, employees at the substantive rank of Senior Constable, Sergeant and Senior Sergeant are eligible to be paid Performance Increment 1.

In addition, subject to satisfactory performance assessed by an appropriate performance appraisal system, employees are eligible for Performance Increment 2 no earlier than 2 years after becoming eligible for Performance Increment 1.

| Rank | Per Annum $ |
|---|---|
| **Senior Constable** | |
| Performance Increment 1 | 600 |
| Performance Increment 2 | 685 |
| **Sergeant** | |
| Performance Increment 1 | 600 |
| Performance Increment 2 | 685 |
| **Senior Sergeant** | |
| Performance Increment 1 | 700 |
| Performance Increment 2 | 900 |

(i) Hours worked in excess of 40 in a week on a voluntary basis at sporting or other public events shall be considered ordinary hours of duty and paid in accordance with the hourly rate prescribed in subclause (2) of this clause.

(2) (a) For the purpose of ascertaining the rate per fortnight the following formula will apply:

$$\frac{\text{annual salary} \times 12}{313}$$

(b) For the purpose of ascertaining the rate per day the following formula will apply:

rate per fortnight
10

(c) For the purpose of ascertaining the rate per hour the following formula will apply:

(annual salary x 12) ÷ 313
80

(3) An employee's salary shall be paid by direct funds transfer to the credit of an account as nominated by the employee at a bank, building society or credit union approved by the Under Treasurer or an Accountable Officer; provided that where such form of payment is impracticable or where some exceptional circumstances exist, and by agreement between the Commissioner and the Union, payment by cheque may be made.

(4) A constable shall not proceed to the 3rd year of service salary increment until satisfactory completion of the two year probationary period. The application of this provision shall not apply to any employee engaged prior to 6 July 1990.

(5) Where an employee has previous relevant experience in the Western Australia Police Force the Commissioner may take this into consideration in re-engaging such an employee. The Commissioner has absolute discretion to:

(a) exempt the employee from undertaking part or full academy training; and/or

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

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

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

Hours worked per fortnight / 80 X Full-time fortnightly salary

(b) Subject to meeting the performance criteria applicable to a full-time employee a part-time employee shall be entitled to all available salary increments, on a pro rata basis by calculating the hours worked by the part-time employee each fortnight as a proportion of 80.

## PART 3 – HOURS OF WORK

### 7. - HOURS OF DUTY

(1) (a) The ordinary hours of duty for employees other than commissioned officers shall average 38 per week with the actual hours of work being 40 per week to be worked as 8 hours per day over any 5 days of the week.

(b) There shall be no fixed hours for commissioned officers who shall be on duty as required.

(c) An employee, other than a commissioned officer, rostered off duty who returns on a voluntary basis for additional duty at sporting or other public events shall be paid at the hourly rate provided in paragraph (c) of subclause (2) of Clause 6 (Salaries). In such instances the other provisions of this award are suspended and the provisions of Clause 8 (Overtime) of this award shall not apply.

In the event that cancellation of the sporting or other public event occurs within 12 hours of the contracted starting time for the sporting or other public event, employees not previously notified of the cancellation will be compensated by payment of two hours pay at the ordinary rate of pay.

(2) (a) For each ordinary eight hour day worked employees shall accrue 24 minutes to be taken as accrued paid time off. Such accrued paid time off shall accumulate to a maximum of 96 hours in each 12 month period.

(b) The accrued time off shall be taken at a time mutually convenient to the employee and the Commissioner at any time during the year when such entitlement is due or where a mutually convenient time cannot be agreed at a time determined by the Commissioner. Where the accrued time off is not taken as above residual time shall be taken in a block in the following year either before or in conjunction with annual leave. Where it is taken in conjunction with annual leave the first days of such leave shall be designated as being the accrued time off.

(c) Where an employee is required to return to work on a day allocated as accrued time off an alternative day shall be allocated unless such time was shown on a roster posted in accordance with subclause (7) of this clause.

(d) An employee other than a commissioned officer, who is required to return to work on a day allocated as accrued time off on a roster posted in accordance with subclause (7) of this clause shall be paid as a minimum payment at overtime rates for three hours plus one hour for travelling.

(e) Employees who:

(i) resign or retire from the Force and have accumulated accrued time off but have not taken this time off shall be paid for the total accumulated hours on termination at the ordinary rate of pay; or

(ii) terminate their employment and have taken accrued time off for which no entitlement has accrued shall have their salary reduced on termination by the total hours for which payment has been made out but for which the employee has no entitlement toward the accrued time off.

(f) The provisions of this subclause shall not apply to part time employees.

(3) (a) The ordinary hours of duty at a centre shall be worked in three shifts as set out hereunder which shall rotate weekly:

(i) Day Shift - Any shift which commences on or between the hours of 6.00am and 10.00am each day.

(ii) Afternoon Shift - Any shift which commences on or between the hours of 2.00pm and 6.00pm each day.

(iii) Night Shift - Any shift which commences on or between the hours of 7.00pm and 12.00 midnight each day.

(b) Subject to (v) hereof, at places other than a centre, shifts of eight continuous hours shall be worked as required by local conditions provided:

(i) where more than one shift is worked each day such shifts shall alternate weekly;

(ii) that due to local conditions at and in accordance with the safety and welfare requirements of the employees, additional employees may be rostered from day shift onto an afternoon shift or night shift in any week to cover known situations on particular days;

(iii) such changes as prescribed in subparagraph (ii) of this paragraph shall be indicated in advance on rosters when rosters are posted in accordance with subclause (7) of this clause; and

(iv) where employees are required to be rostered for day, afternoon and night shifts the afternoon and night shifts to be worked shall be distributed evenly between such employees.

(v) This subclause shall not apply to an officer in charge or to an employee relieving in such position who shall have no fixed daily hours.

(c) At non-centres where two employees are employed the daily hours may be worked as a broken shift:

(i) if both employees apply in writing for permission to work such shift; and

(ii) if both the Commissioner and Union agree.

(4) The starting times of shifts may be varied daily but must remain within the parameters of the identified day, afternoon or night shift.

(5) (a) Due to local conditions at non-centres and in accordance with the safety and welfare requirements of the employees, additional employees may be rostered from day shift on to afternoon or night shift to cover known situations on particular days.

(b) Such changes shall be indicated in advance on the rosters when the rosters are posted in accordance with subclause (7) of this clause.

(c) Liberty is reserved by the Union and the Commissioner to review its position in regard to the application of this particular subclause after the completion of six months' operation of the award.

(6) Each ordinary shift shall include a meal period of 40 minutes which shall commence at a time within the 3rd, 4th and 5th hours of the shift. This meal period shall be considered as time worked.

(7) A roster shall be posted at each place of employment not later than 1.00pm on the Thursday preceding the week to be worked showing shift duties and rest days for the ensuing week. Such roster may be varied or suspended by the Officer in Charge in an emergency or where such action is in the public interest.

(8) Subject to the provisions of this clause employees shall where practicable:

(a) Be given 24 hours' notice of any alteration of their roster shift.

(b) (i) Other than in an 'emergency' as defined in this award an employee shall be allowed at least eight consecutive hours off duty between the end of one ordinary shift and the commencement of the next ordinary shift.

(ii) Where an employee who has not had at least eight consecutive hours off duty since the completion of his/her last ordinary shift is fatigued due to authorised overtime and there are four hours or more of the next rostered shift remaining to be worked, the employee may, with the approval of his/her officer in charge, be excused from such part of the shift to allow the designated break and shall be deemed to have commenced that shift at the rostered start time. If a part shift is worked, a shift allowance, if appropriate, will be paid.

(iii) Where an employee who has not had at least eight consecutive hours off duty since the completion of his/her duty since the completion of his/her last ordinary shift is fatigued due to authorised overtime and there are less than four hours of the rostered shift remaining to be worked, the employee may, with the approval of his/her officer in charge, be excused from duty and shall be deemed to have worked the shift. However, in these circumstances, a shift allowance will not be paid.

(iv) Where the overtime incurred between ordinary shifts exceeds four hours (and the employee has not had at least eight consecutive hours off duty between the end of one ordinary shift and the commencement of the next) he/she may, with the approval of his/her officer in charge, be excused from the next rostered shift in lieu of the overtime incurred. In these circumstances, a shift allowance, if appropriate, will be paid.

(v) Overtime is to be documented in the usual way (e.g. court slip, report with overtime claim, etc).

(vi) An employee seeking to be excused from their next rostered shift or part shift must personally contact their officer in charge or another officer in authority for approval prior to the commencement of the shift. Such approval shall not be withheld except in an 'emergency' as defined.

(9) (a) The shift arrangements prescribed in subclause (3) of this clause may be varied to meet the needs of a particular station, non-centre or centre. Such changes must be premised on the understanding that the majority of the employees stationed in the section, station or branch must genuinely agree to the variation.

(b) Such variation in shift arrangements may include any variation or combination of a minimum of six, and up to a maximum of 10 hour shifts and in excess of five shifts in a week or 40 hours per week.

(c) Where shifts of other than eight hours are worked, meal periods and commencement time of meal periods allowed under subclause (6) of this clause and shift allowance provided under Clause 10 (Shift Allowance) of this award shall be allowed on a pro rata basis according to the number of hours in a shift.

(10) (a) Notwithstanding other provisions contained in this clause, a part-time employee may be employed to work less than 38 hours per week.

(b) An employee's regular part-time hours may be varied by the Commissioner with the consent of the employee and where this occurs, time worked up to eight hours on any day or a total of less than 38 hours in a week or any arrangement under subclause (9) of this clause is not overtime but an extension of the contract hours for that day or week.

(c) Other provisions apply on a pro-rata basis.

(11) Where practicable, an employee should be allowed four rostered weekends off duty over each period of 12 weeks.

## 8. - OVERTIME

(1) The Commissioner or any commissioned or non-commissioned officer may require employees to work reasonable overtime and employees shall work overtime in accordance with such requirements.

(2) (a) Overtime for localities or stations other than those determined by the Commissioner in subclause (7) of this clause shall mean:

(i) all time worked in excess of 40 hours in a week in the case of a Metropolitan Officer in Charge who shall have no fixed daily hours of duty; and

(ii) any time worked on weekly leave days on operational duties in the case of a Country Officer in Charge; and

(iii) all time worked in excess of 40 hours in a week or eight hours on any day in any other case for a full time employee, except for those working the arrangements provided in paragraph (c) of this subclause, recruits in training, Country Officers in Charge and Metropolitan Officers in Charge; and

(iv) all time worked in excess of 38 hours in a week or eight hours in a day in the case of a part time employee except for the arrangements provided in paragraph (c) of this subclause.

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

(c) The provisions contained in subparagraph (ii) and subparagraph (iii) of paragraph (a) of this subclause shall not apply where other ordinary hours shift arrangements are being worked in accordance with subclause (9) of Clause 7 (Hours of Duty). In such cases overtime shall be paid for periods in excess of the ordinary hours being worked on a shift.

(3) An employee who is required to return to work outside their rostered hours of duty shall be paid the following minimum payments at overtime rates:

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

(b) during any other off duty period, two hours inclusive of any travelling time.

(4) (a) Subject to the provisions of this subclause:

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

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

In each instance, the employee shall be entitled to further meal breaks of 30 minutes after each further five hours of overtime from the previous meal period.

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

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

(ii) Where the Commissioner does not provide a meal and the employee certifies that he/she purchased a meal, the appropriate meal allowance outlined in Schedule C (Overtime Meal Allowance) of this award shall be paid to the employee in lieu of each such meal.

(iii) Provided that where any meal break prescribed by paragraph (a) of this subclause is unable to be taken by the employee due to operational requirements and the employee forgoes such meal break in accordance with paragraph (b) of this subclause a meal shall be provided by the Commissioner at the completion of the overtime or where no meal is supplied by the Commissioner and the employee certifies that a meal was purchased, the employee shall be paid the appropriate meal allowance outlined in Schedule C (Overtime Meal Allowance) of this award in lieu of such meal.

(d) When an employee who has been notified the previous day or earlier that the employee is required to work overtime and such employee supplies him/herself with a meal which is not partaken due to either:

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

(ii) the overtime being continuous to such an extent that the employee cannot partake of the meal;

such employee shall be paid the appropriate meal allowance outlined in Schedule C (Overtime Meal Allowance) of this award in lieu.

(e) An employee shall not be entitled to a meal allowance under the terms of this subclause if such an employee is already in receipt of a meal allowance for the prescribed meal period under Clause 21 (Travelling Allowance) or Clause 19 (Relieving Allowance) of this award.

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

(a) Time and one half

| | | |
|---|---|---|
| $\frac{\text{Fortnightly salary}}{80}$ | x | $\frac{3}{2}$ |

(b) Double time

| | | |
|---|---|---|
| $\frac{\text{Fortnightly salary}}{80}$ | x | 2 |

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

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

(b) Payments for 30 minutes shall be made for authorised overtime of between 15 and 30 minutes.

(c) The same procedure as contained in paragraph (a) and paragraph (b) of this subclause shall apply for each 30 minutes after the first.

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

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

(b) The allowance to be paid for the additional eight hours actually worked is separate from any other overtime provided in this clause. The allowance shall be paid at the rate of 13 times the base hourly rate prescribed in paragraph (c) of subclause (2) of Clause 6 (Salaries).

(c) A Country Officer in Charge who has no fixed daily hours shall be paid the allowance for working an additional four hours each week.

(d) The allowance shall not apply:

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

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

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

(8) The provisions of this clause shall not apply to an employee who returns on a voluntary basis for additional duty at sporting or public events.

(9) The provisions of this clause do not apply to commissioned officers.

(10) The provisions of this clause do not apply to Country Officers in Charge except where the overtime is worked on weekly leave days and on operational duties as defined.

## PART 4 – ALLOWANCES

### 9. - ON CALL ALLOWANCE

(1) For the purpose of this clause:

"On-call" shall mean a situation in which an employee is rostered, or directed by a senior officer, to be available to respond forthwith for duty outside of their ordinary working hours or shift. An employee placed on call shall remain contactable by telephone or paging system for all of such time unless working in response to a call or with the consent of their appropriate senior officer.

"Close-call" shall mean a situation in which an employee is rostered, or directed by a senior officer, that they are or may be required to attend for extra duty sometime before their next normal time of commencing duty and that the employee is to remain at their residence and be required to be available for immediate recall to duty.

"Stand-by" shall mean a situation in which an employee is rostered or directed by a senior officer to remain in attendance at their place of employment at that time, overnight and/or over a non-working day, and may be required to perform certain tasks periodically or on an ad hoc basis. Such employee shall be provided with appropriate facilities for sleeping if attendance is overnight, and other personal needs, where practicable.

(2) An employee who is authorised by the Commissioner or a duly authorised senior officer to hold themself available under any of the conditions contained in subclause (1) shall be paid the appropriate allowance in accordance with the following scale:

| **On-Call** |
| --- |

| | | | | | | |
|---|---|---|---|---|---|---|
| 20/100 | X | 1/38 | X | 6/313 | X | Salary prescribed for a Constable in their fifth year of service for each hour or part thereof they are rostered for on-call duty. |
| **Close-Call** | | | | | | |
| 30/100 | X | 1/38 | X | 6/313 | X | Salary prescribed for a Constable in their fifth year of service for each hour or part thereof they are rostered for close-call duty. |
| **Stand-by** | | | | | | |
| 40/100 | X | 1/38 | X | 6/313 | X | Salary prescribed for a Constable in their fifth year of service for each hour or part thereof they are rostered for stand-by duty. |

(3) Payment in accordance with subclause (2) shall not be made in respect to any period for which payment is otherwise made in accordance with the provisions of Clause 8 (Overtime) when the employee is recalled to work.

(4) An employee, whilst in a restricted situation specified in subclause (1), shall receive a minimum payment of four hours regardless of the actual specified period.

(5) An employee rostered according to subclause (1) shall for the purpose of overtime, be deemed to have commenced duty at time of notification of recall.

## 10. - SHIFT ALLOWANCE

(1) Employees (other than commissioned officers, recruits in training and those working in excess of 40 hours in a week on a voluntary basis at sporting and other public events) shall be paid an allowance of $25.30 for each ordinary eight hour shift actually worked other than day shifts which commence on or between the hours of 6.00am and 10.00am on Monday to Friday.

(2) Employees (other than those designated as Officer in Charge or an employee relieving in such a position or who are working in excess of 40 hours in a week on a voluntary basis at sporting or other public events) who work shifts of other than eight hours duration under the provisions of subclause (9) of Clause 7 (Hours of Duty) shall be paid the shift allowance prescribed in subclause (1) of this clause where appropriate on a pro-rata basis.

(3) A part-time employee actually working ordinary shift hours of other than eight hours; on Monday to Friday commencing prior to 6.00am or concluding after 6.00pm; or at any time on a Saturday or Sunday, shall be paid a proportion of the appropriate allowance contained in subclause (1) of this clause.

## 11. - ADDITIONAL ALLOWANCES

(1) (a) Subject to the provisions of Clause 16 (Higher Duties) of this award, there shall be paid to an employee while occupying a position or performing any of the duties specified in Column 1 hereunder the appropriate annual allowance prescribed in Column 2.

| COLUMN 1 | COLUMN 2<br>$ per annum |
|---|---|
| Detectives, including Probationary Detectives and Members attached to Internal Affairs Unit, Internal Investigations Branch or Bureau of Criminal Intelligence Field Surveillance | 2014 |
| Members of the Gold Stealing Detection Staff who are not Detectives | 2014 |
| Members of the Protective Services and Counter Terrorist Intelligence Unit | 2014 |
| Members of the Liquor and Gaming Branch | 1647 |
| Sergeant in Charge, Mounted Police Section | 714 |
| Playing members, Police Pipe Band | 524 |

(b) Where an employee in receipt of an allowance for occupying a position contained in paragraph (a) of this subclause is temporarily transferred or seconded to a position in respect of which no allowance is payable, payment of such allowance shall cease after the expiration of a period of eight weeks from the date of commencement of the temporary transfer or secondment.

(2) Commissioned Officers and Sergeants and Constables appointed, seconded or attached to any of the squads, branches or occupying those positions designated above shall be paid the appropriate allowance on a pro rata basis provided that the employee is performing the duties for a period of five consecutive working days or more.

(3) (a) Where an employee stationed in the metropolitan area is not provided with quarters, the employee shall be paid $155 per annum in lieu of quarters and if the employee is a non commissioned officer or constable, $145 per annum in lieu of quarters.

Provided that the provision of this paragraph shall not apply in respect of any employee who commences employment on or after 1 March 1988.

(b) All employees stationed outside the metropolitan area, and who are not provided with quarters, shall be paid $600 per annum in lieu of quarters.

(4) Every member of the Force detailed to carry out duties in the member's civilian clothes for a period of five consecutive working days or more in any one calendar year shall be paid a clothing allowance at the rate of $900 per annum. This allowance shall also be paid to an employee who is no longer able to wear her uniform comfortably due to pregnancy.

(5) Each employee shall be paid a boot allowance of $140 per annum.

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

## 12. - PRO RATA PAYMENTS OF ALLOWANCES

(1) Wherever in this award an allowance is expressed as an annual rate pro rata payment only shall be allowed if an employee does not qualify for the allowance for a complete year.

(2) For the purpose of ascertaining a fortnightly or daily rate of an annual allowance the formula prescribed in subclause (2) of clause 6 (Salaries) shall apply.

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

## 13. - DISTRICT ALLOWANCE

District allowance shall be paid in accordance with the applicable rates in force from time to time in the Public Service of Western Australia.

## 14. - MOTOR VEHICLE ALLOWANCE

(1) (a) An employee who is required to use their motor vehicle (car) for the performance of Police Duties shall be paid an allowance as per the following table:

| | Engine Displacement (in Cubic Centimetres) | | |
|---|---|---|---|
| Area and Details Rate per Kilometre | Over 2600cc to 2600cc | Over 1600cc | 1600cc & Under |
| Metropolitan Area | 89.5 | 64.5 | 53.2 |

| | | | |
|---|---|---|---|
| South West Land Division | 91.0 | 65.4 | 54.0 |
| North of 23.5° South Latitude | 98.6 | 70.6 | 58.3 |
| Rest of the State | 94.3 | 67.5 | 55.6 |

(b) An employee who is required to use their motor cycle for the performance of Police Duties shall be paid an allowance of 31.0 cents per kilometre necessarily travelled.

## 15. - PROPERTY ALLOWANCE

(1) In this clause:

"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.

"Dependent relative" in relation to an employee means a relative or other person who is solely dependent on the employee for support.

"Expenses" in relation to an employee means all costs incurred by the employee in the following areas:

(a) Legal fees paid to a solicitor, or in lieu thereof fees charged by a settlement agent, for professional costs incurred in respect of the sale or purchase, the maximum fee to be claimed shall be as set out in the non-contentious business cost determination made under section 275 of the *Legal Profession Act 2008* (WA).

(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 to a maximum of 50 percent of the following amounts and a maximum of 50 per cent of any goods and services tax paid on the Real Estate Agent’s Commission Fee:

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

(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 of the Commonwealth.

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

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

"Locality" in relation to an officer means:

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

(b) Outside the metropolitan area, that area within a radius of 50 kilometres from an employee's headquarters when they are situated outside of the metropolitan area.

"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.

"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, and the surrounding land, exclusive of any other commercial property, as would represent a normal urban block of land for the particular locality.

"Settlement Agent" means a person carrying on business as settlement agent in a State or Territory of the Commonwealth, being, in a case where the Law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under that Law.

(2) (a) When an employee is transferred from one locality to another in the public interest or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the employee has no control, the employee shall be entitled to be paid a property allowance for reimbursement of expenses incurred by the employee:

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

(aa) the employee owned and occupied;

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

(cc) the employee was constructing for his or her own permanent occupation on completion of construction; and

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

(b) An employee shall be reimbursed such following expenses as are incurred in relation to the sale of a residence:

(i) if the employee engaged an agent to sell the residence on the employee's behalf - 50 per cent of the amount of the commission paid to the agent in respect of the sale of the residence;

(ii) if the employee engaged a solicitor to act for them 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;

(iii) 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 employee shall, if, in a case where a solicitor acted for the mortgagee in respect of the discharge of the mortgage and the employee is required to pay the amount of the professional costs and disbursements necessarily incurred by the mortgagee in respect of the discharge of the mortgage - the amount so paid by the employee; or

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

(c) An employee shall be reimbursed such following expenses as are incurred in relation to the purchase of a residence:

(i) if the employee engaged a solicitor or settlement agent to act for the employee in connection with the purchase of the residence - the amount of the professional costs and disbursements necessarily incurred and paid to the solicitor or settlement agent in respect of the purchase of the residence;

(ii) if the employee mortgaged the land on which the residence was erected in conjunction with the purchase of the residence, then an employee shall, if, a case where a solicitor acted for the mortgagee and the employee is required to pay and has paid the amount of the professional costs and disbursements (including valuation fees but not a procuration fee payable in connection with the mortgage) necessarily incurred by the mortgagee in respect of the mortgage - the amount so paid by the employee; or

(iii) if the employee did not engage a solicitor or settlement agent to act for the employee in connection with the purchase or such a mortgage - the amount of the expenses reasonably incurred by the employee in

connection with the purchase or the mortgage, as the case may be, other than a procuration fee paid by the employee in connection with the mortgage.

(d) An employee is not entitled to be paid a property allowance under subclause (2)(a)(ii) unless the employee is entitled to be paid a property allowance under subclause (2)(a)(i), provided that the Commissioner may approve the payment of a property allowance under subclause (2)(a)(ii) to an employee who is not entitled to be paid a property allowance under subclause (2)(a)(i) if the Commissioner is satisfied that it was necessary for the employee to purchase a residence or land for the purpose of erecting a residence thereon in his or her new locality because of his or her transfer from the former locality.

(e) For the purpose of this clause it is immaterial that the ownership, sale or purchase is carried out on behalf of an employee who owns solely, jointly or in common with:

(i) the employee's partner;

(ii) a dependent relative; or

(iii) the employee's partner and a dependent relative.

(f) Where an employee sells or purchases a residence jointly or in common with another person - not being a person referred to in subclause (2)(e) - the employee shall be paid only the proportion of the expenses for which the employee is responsible.

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

(h) Notwithstanding the foregoing provisions, an employee is not entitled to the payment of a property allowance:

(i) In respect of a sale or purchase prescribed in subclause (2)(a) which is effected:

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

(bb) after the date on which the employee 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.

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

## 16. - HIGHER DUTIES ALLOWANCE

(1) An employee who is directed by the employer to act in a position which has a minimum rate of pay higher than the ordinary rate of pay of his or her own substantive position and who performs the full duties and accepts the full responsibility of the higher position for a continuous period of 40 or more consecutive working hours, shall, subject to the provisions of this clause, be paid an allowance equal to the difference between the employee's own salary and the salary he or she would receive if he or she was permanently appointed to the position in which he or she is so directed to act.

(2) An employee who is directed by the employer to perform the duties of a higher classification which has a minimum rate of pay higher than the ordinary rate of pay of his or her own substantive position and who performs the full duties and accepts the full responsibility of the higher classification for a continuous period of 40 or more consecutive working hours, shall, subject to the provisions of this clause, be paid a Temporary Special Allowance equal to the difference between the employee's own salary and the salary he or she would receive if he or she was permanently appointed to the classification in which he or she is so directed to perform.

(3) Where an employee who has qualified for payment of higher duties allowance or temporary special allowance under this clause is required to act in another position or other positions which have a minimum rate of pay higher than the ordinary rate of pay of the employee's own substantive position, and he or she performs the full duties and accepts the full responsibility of the higher position for periods less than 40 consecutive working hours without any break in acting service, such employee shall be paid a higher duties allowance for such periods, provided that payment shall be made at the highest rate the employee has been paid during the term of continuous acting or at the rate applicable to the position in which he or she is currently acting - whichever is the lesser.

(4) Where an employee who is in receipt of an allowance granted under this clause and has been so for a continuous period of 12 months or more, proceeds on a period of approved leave of absence of not more than 240 hours, he or she shall continue to receive the allowance for the period of leave. Provided that this subclause shall also apply to an employee who has been in receipt of an allowance for less than 12 months if during his or her absence no other employee acts in the position in which he or she was acting immediately prior to proceeding on leave and he or she resumes in the position immediately on return from leave.

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

## 17. - CAMPING ALLOWANCE

(1) An employee who is stationed in a "camp of a permanent nature" shall be paid the appropriate allowance prescribed by Item 1 or Item 2 of Schedule D (Camping Allowance) of this award for each day spent camping.

(2) An employee who is stationed in a "camp other than a permanent camp" or is required to camp out shall be paid the appropriate allowance prescribed by Item 3 or Item 4 of Schedule D (Camping Allowance) of this award for each day spent camping.

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

(i) on an isolated outback patrol;

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

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

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

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

such employee shall be paid the appropriate allowance prescribed by Item 5 of Schedule D (Camping Allowance) of this award for each day spent camping.

(b) Except for those employees covered under subparagraph (ii) and (iii) of paragraph (a) of this subclause, where an allowance is provided under this subclause the provisions of Clause 8 (Overtime) of this award shall not apply to an employee travelling.

(4) An employee who occupies a "house" shall not be entitled to allowances prescribed by this clause.

(5) An employee accommodated at a Government institution, hostel or similar establishment shall not be entitled to allowances prescribed by this clause.

(6) Where an employee is provided with food and/or meals by the Commissioner free of charge, then the employee shall only be entitled to receive one half of the appropriate allowance to which he/she would otherwise be entitled for each day spent camping.

(7) (a) An employee shall not be entitled to an allowance under this clause for periods in excess of 91 consecutive days unless the Commissioner otherwise determines. Provided that where the provisions of Clause 21 (Travelling Allowance) of this award are availed of then such periods shall be included for the purposes of determining the 91 consecutive days.

(b) The Commissioner in reviewing any claim under this subclause may determine an allowance other than is contained in this clause.

(8) When camping, an employee shall be paid the allowance on weekly leave days if available for work immediately preceding and succeeding such days and no deduction shall be made under these circumstances when an employee does not spend the whole or part of those days in camp unless he/she is reimbursed under the provisions of Clause 21 (Travelling Allowance) of this award.

(9) (a) This clause shall be read in conjunction with Clauses 21 (Travelling Allowance), Clause 19 (Relieving Allowance) and Clause 20 (Transfer and Removal Allowance) of this award for the purpose of paying allowances and camping allowance shall not be paid for any period in respect of which travelling, transfer or relieving allowances are paid. Where portions of a day are spent camping the formula contained in subclause (4) of Clause 21 (Travelling Allowance) of this award shall be used for calculating the portion of the allowance to be paid for that day.

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

(10) An employee in receipt of an allowance under this clause shall not be entitled to receive the incidental allowance prescribed by Clause 21 (Travelling Allowance) of this award.

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

(12) There is no requirement on the Commissioner to provide food, camping equipment or cooking utensils. Each of the allowances prescribed in Schedule D (Camping Allowance) of this award includes a component for the employee providing his/her own food, camping equipment and cooking utensils and as compensation for the degree of disability the employee is subject to associated with the nature of work and the accommodation utilised.

## 18. - DISTURBANCE ALLOWANCE

(1) An employee who is transferred in accordance with subclause (1) of Clause 20 (Transfer and Removal Allowance) of this award and incurs expenses in the areas referred to in subclause (2) of this clause as a result of that transfer shall be reimbursed the actual expenditure incurred upon production of receipts or such other evidence as may be required.

(2) (a) Costs incurred for the installation/connection/re-connection of a telephone at the employee's new residence provided a telephone had been installed at the employee's former residence. Save that reimbursement shall also be made where an employee is transferred and leaves the residence in which he/she had installed a telephone and returns to the former locality on subsequent transfer.

(b) Costs incurred with the connection or re-connection of water, gas and/or electricity services to the employee's household.

(c) Costs incurred with the re-direction of mail for a period of three months.

## 19. - RELIEVING ALLOWANCE

(1) An employee who is required to take up duty away from his/her usual headquarters within the Commonwealth of Australia on relief duty or to perform special duty and necessarily resides temporarily away from the employee's usual place of residence shall be reimbursed reasonable expenses on the following basis:

(a) Where the employee is supplied with accommodation and meals free of charge, reimbursement shall be in accordance with the rates prescribed in Item 7 of Schedule B (Relieving Allowance) of this award.

(b) Where the employee is fully responsible for his/her own accommodation, meals and incidental expenses and hotel, motel or roadhouse accommodation is utilised:

(i) for the first 49 days after arrival at the new locality reimbursement shall be in accordance with the appropriate rate prescribed by Items 1 or 4 of Schedule B (Relieving Allowance) of this award;

(ii) for the period in excess of 49 days after arrival at the new locality reimbursement shall be in accordance with the appropriate rate prescribed by Items 2 or 5 for employees with dependants or Items 3 or 6 for other employees. Provided that the period of reimbursement under this paragraph shall not exceed 42 days without the approval of the Commissioner; and

(iii) the employee is required to certify that he/she stayed at the accommodation outlined in the preamble of this paragraph for the period claimed and may be required to produce receipts or other evidence to support the claim.

(c) Where the employee is fully responsible for his/her accommodation, meals and incidental expenses and accommodation other then that covered in paragraph (a) or paragraph (b) of this subclause is utilised and he/she is not camping in accordance with Clause 17 (Camping Allowance) of this award the employee shall be reimbursed in accordance with Item 8 of Schedule B (Relieving Allowance) of this award.

(d) Where the employee is provided with accommodation free of charge and only some or no meals free of charge reimbursement for the appropriate breakfast, lunch and dinner not provided free of charge shall be in accordance with the appropriate breakfast, lunch or dinner rates prescribed in Item 9, 10 or 11 of Schedule B (Relieving Allowance) of this award.

(e) Where an employee who is required to relieve or perform special duties in accordance with the preamble of this subclause is authorised by the Commissioner to travel to the new locality in the employee's own motor vehicle, reimbursement shall be in accordance with the appropriate rate of hire as prescribed by Clause 14 (Motor Vehicle Allowance) of this award. Provided that the journey is by the shortest possible practical route the maximum reimbursement shall not exceed the cost of the fare by public conveyance which otherwise would be utilised for such return journey.

(2) The provisions of Clause 21 (Travelling Allowance) or Clause 17 (Camping Allowance) shall not operate concurrently with the provisions of this clause so as to permit an employee to be paid more than one allowance for the same period. Provided that where an employee is required to travel on official business which involves an overnight stay away from the employee's temporary headquarters the Commissioner may extend the period specified in subparagraphs (i) and (ii) of paragraph (b) of subclause (1) of this clause by the time spent in travelling or camping.

(3) An employee who is directed to relieve another employee or to perform special duty away from the employee's usual headquarters and is not required to reside temporarily away from his/her usual place of residence shall, if not in receipt of a higher duties or special allowance for such work, be reimbursed the amount of additional fares paid by the employee in travelling by public transport to and from the place of temporary duty.

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

## 20. - TRANSFER AND REMOVAL ALLOWANCE

(1) Employees transferred from one headquarters to another:

(a) in the public interest;

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

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

shall, if the transfer necessitates a change in the place of residence of the employee, be paid allowances in accordance with the following provisions of this clause.

(2) An employee when travelling on transfer in accordance with subclause (1) of this clause shall be paid the appropriate rate of travelling allowances in accordance with Clause 21 (Travelling Allowance) of this award.

(3) (a) In the case of an employee with dependants the allowance prescribed by subclause (2) of this clause shall be payable until the end of the day immediately following the day of arrival at his/her new headquarters.

(b) In addition, an employee with dependants who necessarily vacates his/her residence prior to departure for new headquarters shall be paid the appropriate travelling allowance from the time such employee necessarily vacates his/her residence (to be proved to the satisfaction of the Commissioner) until the time of such departure.

(c) The provision of paragraphs (a) and (b) of this subclause may be applied to an employee without dependants when the Commissioner considers that to establish the new residence it has been necessary for the Department to authorise the transport of the employee's household furniture, furnishings, domestic appliances and personal effects.

(4) Where an employee with dependants is transferred to headquarters at which quarters are not provided and the employee has not obtained reasonable accommodation for the transfer of his/her home at the expiration of the time for which travelling allowance is payable under subclause (3) of this clause, he/she shall be reimbursed actual reasonable accommodation and meal expenses for the employee and dependants less a deduction for normal living expenses at the rates prescribed in Item 17 and Item 18 of Schedule A (Travelling Allowance) of this award until obtaining such reasonable accommodation. Provided that such reimbursement shall not be made:

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

(b) for a period exceeding 77 days.

(5) (a) Where an employee with dependants is transferred under the provisions of subclause (1) of this clause such employee shall be paid an allowance as prescribed in Item 19 of Schedule A (Travelling Allowance) of this award for accelerated depreciation and extra wear and tear on furniture, effects and appliances for each occasion that an employee is required to transport their furniture, effects and appliances, provided that the Commissioner is satisfied that the value of household furniture, effects and appliances moved by the employee is at least that prescribed in Item 20 of Schedule A (Travelling Allowance) of this award.

(b) In the case of an employee without dependants an application for any reimbursement for accelerated depreciation and extra wear and tear on furniture and effects will be subject to the receipt by the employee of the allowance under paragraph (c) of subclause (3) of this clause and shall be considered by the Commissioner.

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

(7) The lodging allowance prescribed in subclause (3) of Clause 11 (Additional Allowances) of this award shall not be payable during any period for which reimbursement is made pursuant to subclauses (4) and (6) of this clause.

(8) An employee shall be reimbursed the full freight charges necessarily incurred in respect of the removal of his/her motor vehicle.

(9) (a) Two employees who are married or living together on a bona-fide domestic basis and who transfer as a family unit from one station to another in accordance with subclause (1) of this clause shall not be entitled to each claim allowances of this award as an employee with dependants.

(b) Where the couple share accommodation then only one of the employees shall receive the full appropriate travel allowance, whilst the other employee shall be paid an allowance which covers incidental expenses and meals (breakfast, dinner, lunch) as prescribed in Schedule A (Travelling Allowance) of this award.

(10) (a) When an employee who is required to transfer in accordance with subclause (1) of this clause decides to travel to the new residence in his/her own vehicle in lieu of the reimbursement provided for in subclause (8) of this clause, reimbursement shall be in accordance with the appropriate rate of hire as prescribed by Clause 14 (Motor Vehicle Allowance) of this award provided that:

(i) the journey is by the shortest practical route;

(ii) the reimbursement does not exceed the cost of the fare of the employee, the employee's partner and dependant children by public conveyance which otherwise would be utilised for such journey; and

(iii) where the employee's partner and dependent children do not accompany the employee in the employee's own motor vehicle, the reimbursement does not exceed the cost of the employee's fare by the public conveyance.

(11) (a) When an employee is not transferred from one station to another as provided in subclause (1) of this clause but is required by the Commissioner to change residences in the same locality outside the metropolitan area, the provisions of Clause 18 (Disturbance Allowance) of this award and subclause (5) of this clause shall apply (but no other provisions in this clause shall apply).

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

## 21. - TRAVELLING ALLOWANCE

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

(1) When a trip necessitates an overnight stay away from headquarters and the employee is supplied with accommodation and meals free of charge, reimbursement shall be in accordance with the rates prescribed in Item 1, 2 or 3 of Schedule A (Travelling Allowance) of this award.

(2) When a trip necessitates an overnight stay away from headquarters and the employee is fully responsible for his/her own accommodation, meals and incidental expenses and hotel, motel or roadhouse accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Items 4 to 8 of Schedule A (Travelling Allowance) of this award.

(3) When a trip necessitates an overnight stay away from headquarters and the employee is fully responsible for his/her own accommodation, meals and incidental expenses and accommodation other than camping or that covered in subclause (1) or subclause (2) of this clause is utilised, reimbursement shall be in accordance with the rates prescribed in Items 9 to 11 of Schedule A (Travelling Allowance) of this award.

(4) To calculate reimbursement under subclause (1), subclause (2) and subclause (3) of this clause for a part of a day, the following formulae shall apply -

(a) 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.

(b) 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.

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

(5) When a trip necessitates an overnight stay away from headquarters and the employee is provided with accommodation free of charge but only some or no meals free of charge, reimbursement shall be at the rate prescribed in item 1, 2 or 3 of Schedule A (Travelling Allowance) of this award or for part of a day as proportioned in subclause (4) of this clause and reimbursed for the appropriate breakfast, lunch or dinner not provided free of charge in accordance with the breakfast, lunch or dinner rates prescribed in items 12, 13 or 14 of Schedule A (Travelling Allowance) of this award.

(6) (a) (i) When an employee stationed in the metropolitan area travels to a place outside of that area or an employee stationed outside of the metropolitan area travels to a place outside of a radius of 24 kilometres measured from the employee'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 Item 12, 13 or 14 of Schedule A (Travelling Allowance) of this award, subject to the employee's certification that each meal claimed was actually purchased and consumed over a recognised meal period and the employee was outside of the respective area for the whole of the recognised meal period.

(ii) Provided that when an employee departs from headquarters before 8.00am and does not arrive back at headquarters until after 11.00pm on the same day the employee shall be paid at the appropriate rate prescribed in Items 4 to 8 of Schedule A (Travelling Allowance) of this award.

(b) For the purposes of this subclause:

(i) Where an ordinary hours shift is being worked the recognised meal break in that shift shall be 40 minutes in the case of an eight hour shift and on a pro rata basis where an ordinary hours shift of other than eight hours is being worked. Such meal period to be authorised by the Officer in Charge to commence at sometime within the 3rd, 4th or 5th hour of the shift and on a pro rata basis for ordinary hours shifts of other than eight hours.

For an ordinary hours shift only one meal may be purchased and consumed over the shift; and

(ii) Where the travel extends beyond an ordinary hours shift or ordinary hours shifts do not apply as in the case of an officer in charge or commissioned officers:

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

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

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

| Column 1 | Column 2 |
| --- | --- |

| | |
|---|---|
| 6.00am or later but before 11.00am | breakfast |
| 11.00am or later but before 4.00pm | lunch |
| 4.00pm or later but before 10.00pm | dinner |
| 10.00pm or later but before 6.00am | supper |

(7) (a) An employee stationed in the metropolitan area who is disadvantaged financially by additional travelling costs incurred due to a requirement to attend an Academy course for a period of five days or more may be paid a special allowance.

(b) Each claim is to be dealt with on its individual merits with the maximum allowable reimbursement being the rate prescribed in Item 1 of Schedule A (Travelling Allowance) of this award.

(8) In addition to the rates contained in Schedule A (Travelling Allowance) of this award an employee 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.

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

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

(11) 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 or their nominee has endorsed the account.

(12) An employee stationed in the metropolitan area who is relieving at or temporarily transferred to any place within that area shall not be reimbursed the cost of meals purchased, but an employee travelling on duty within that area who for operational reasons is unable to return to headquarters for a scheduled meal and as a consequence is absent from his/her headquarters over the specified meal period shall be paid at the rate prescribed by Item 15 of Schedule A (Travelling Allowance) of this award for each meal necessarily purchased, provided that:

(a) a requirement to return to headquarters for a scheduled meal break would lead to additional travelling costs or cause lost working time due to travel which is in excess of the rate prescribed in Item 15 of Schedule A (Travelling Allowance) of this award;

(b) such travelling is not within the suburb in which the employee resides; and

(c) the employee's total reimbursement under this subclause for any one pay period shall not exceed the amount prescribed by Item 16 of Schedule A (Travelling Allowance) of this award.

A specified meal period for the purposes of this subclause shall be a meal period authorised by the Officer in Charge to commence at some time within the third, fourth and fifth hours of the employee's ordinary eight hour shift.

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

(14) Where interstate travel is involved the time differences are to be disregarded for the purposes of calculating travelling allowances and Western Australian time is to be used in claiming allowances involving an overnight stay.

(15) Where an employee claims reimbursement for meals or the daily rate specified for hotel or motel in Items 4 to 14 of Schedule A (Travelling Allowance) of this award the employee shall certify that the meals were purchased or hotel or motel accommodation was actually utilised. An employee may be required to produce receipts or other evidence to substantiate any claim.

Meal allowances shall not apply where a meal is supplied without charge to an employee.

(16) An employee shall only be paid one allowance for any one meal period.

(17) When it can be shown to the satisfaction of the Commissioner by the production of receipts that reimbursement in accordance with Schedule A (Travelling Allowance) of this award does not cover an employee's reasonable expenses for a whole trip the employee shall be reimbursed the excess expenditure.

### 22. - ADJUSTMENT OF REIMBURSEMENT ALLOWANCES

The rates applying to Motor Vehicle Allowance, Travelling Allowance, Transfer and Removal Allowance, Relieving Allowance, Camping Allowance and Overtime Meal Allowance contained in this award and relevant schedules shall be adjusted in accordance with movements in the corresponding rates under the *Public Service Award 1992*.

Where a separate formula is used to adjust the rates outlined in Schedule D (Camping Allowance) of this award, rates are to be adjusted in accordance with such formula.

## PART 5 - LEAVE OF ABSENCE

### 23. - ANNUAL LEAVE

Entitlement

(1) (a) Each employee shall be granted annual leave of 42 days (including 12 rest days) on full pay for each year of service. Provided that employees stationed in the North West shall be granted an additional seven days annual leave (including two rest days) on full pay for each year of service in the North West.

(b) Annual leave is to be paid for the number of hours the employee is required ordinarily to work in a six week period.

(c) With the consent of the Commissioner and the employee annual leave may be taken in more than one period.

(d) The entitlement to annual leave is cumulative and accrues pro rata on a weekly basis.

(2) (a) For the purposes of compiling the annual leave roster showing the commencing and finishing date of annual leave prescribed by subclause (1) of this clause each employee shall by no later than 30 June each year give notice to the Commissioner of the dates that the employee prefers to commence and finish the employee’s annual leave in the year immediately following.

(b) The notice referred to in subclause (2)(a) of this clause shall:

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

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

(3) Annual leave travel concessions

(a) Employees Stationed in Remote Areas

(i) The travel concessions contained in the table immediately following are provided to an employee, and their dependant(s), as defined in Clause 5 (Definitions) of this award, when proceeding on annual leave to either Perth, Geraldton or other place outside of the employee's district which is approved by the Commissioner, from Headquarters situated in the Annual Leave Travel Concession Areas 3, 5 and 6, and in that portion of Area 4 located north of $30^0$ South latitude, as provided by Schedule E (Annual Leave Travel Concession Boundaries) of this award.

(ii) Employees are required to serve a year in these areas before qualifying for travel concessions. However, employees who have less than a year's service in these areas and who are required to proceed on annual leave to suit the Commissioner's convenience or who are unable to complete the required 12 months' service in the area due to causes beyond the employee's control will be allowed the concessions. The concession may also be given to an employee who proceeds on annual leave before completing the year's service provided that the employee returns to the area to complete the year's service at the expiration of the period of leave.

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

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

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

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

| Approved Mode of Travel | Travel Concession | Travelling Time |
|---|---|---|
| (aa) Air | Fully refundable return economy airfare for the employee and dependant(s). | One day each way. |
| (bb) Road | Full motor vehicle allowance rates, but reimbursement not to exceed the cost of the fully refundable return economy airfare. | North of $20^0$ South Latitude - two and one half days each way. Remainder - two days each way. |
| (cc) Air and Road | Full motor vehicle allowance rates for car trip, but reimbursement not to exceed the cost of the fully refundable return economy air fare for the employee, dependent partner and dependent children. | North of $20^0$ South Latitude - two and one half days each way. Remainder - two days each way. |

(b) Employees stationed in special areas:

(i) The travel concessions in the table immediately following are provided to an employee, and the employee's family as defined in Clause 5 (Definitions) of this award when proceeding on annual leave to either Perth or other place outside of the employee's district which is approved by the Commissioner from Headquarters other than those designated in subclause (3)(a) of this clause but within a "special area" as defined in Clause 5 (Definitions) of this award.

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

(iii) The travel concession shall be repaid to the WA Police by the employee if the employee fails to complete 12 months service in the special area unless that failure is due to causes beyond the employee's control.

| Approved Mode of Travel | Travel Concession |
|---|---|
| (aa) Public Transport | Free return passes to Perth or other place approved by the Commissioner on public transport for the employee and the employee's family as defined in Clause 5 (Definitions) of this award. |
| (bb) Private Vehicle | Full motor vehicle allowance rates but reimbursement not to exceed the cost of public transport specified in (aa), above. |
| (cc) Public Transport and a Private Vehicle | Free return passes to Perth or other place approved by the Commissioner and the full motor vehicle allowance rate, provided that reimbursement is not to exceed the cost of public transport specified in (aa), above. |

(c) Employees other than those designated in subclause (3)(a) of this clause, whose Headquarters are situated outside a radius of 240 kilometres from Perth City Railway Station and who travel to Perth for their annual leave shall be granted by the Commissioner reasonable travelling time to enable them to complete the return journey.

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

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

(ii) 500 kms to 1000 kms - one days' travelling time each way;

(iii) in excess of 1000 kms and north of the 26th parallel - two and one half days each way, and all stations south of the 26th parallel but in excess of 1000 kms the equivalent of a counterpart north of the 26th parallel.

(4) Recrediting of annual leave where planned annual leave cannot be taken

(a) Where an employee on annual leave is recalled to attend at court from matters arising during the course of his/her duties or to perform other duties the employee shall be paid or be entitled to for each day or part thereof additional payment at ordinary rates for the period of the recall including travelling time plus one day added to his/her annual leave or at the option of the employee two days added to his/her annual leave.

(b) Where an employee is required to attend court on an additional day granted for previous attendance under paragraph (a) of this subclause, he/she shall be entitled to an additional day for attending that court and two further days, a total entitlement of three days. Such additional days as defined under this subclause shall be taken at a time mutually agreed between the employee and the Commissioner.

(c) Where an employee has had to leave a holiday destination to travel for court and is then advised prior to starting work that his or her attendance is no longer required he or she shall be entitled to the additional annual leave days as provided in paragraph (a) of this subclause.

(d) Where an employee is ill during his/her period of annual leave and produces at the time or as soon as practicable thereafter medical evidence to the satisfaction of the Commissioner that he/she was as a result of illness confined to his/her place of residence or a hospital for at least seven days, the employee may, with the approval of the Commissioner, be granted at a time convenient to the Commissioner additional leave equivalent to the period during which he/she was so confined.

(e) Where an employee is required to attend for a promotional examination or promotional appeal hearing during the period of his/her annual leave he/she shall be granted a day in lieu. Such day to be added to his/her annual leave.

(5) Notwithstanding the provisions contained in this clause the salary payable to a part-time employee during the period of leave shall be calculated, based on the fortnightly salary at the time the leave is taken, in accordance with the following formula:

| | | |
|---|---|---|
| $\frac{\text{Hours worked per fortnight}}{80}$ | x | Full-time fortnightly salary |

(6) Annual leave loading

(a) A loading of 18.75% shall be paid to employees when proceeding on annual leave, calculated on the award rate of pay with respect to a maximum of five weeks annual leave. Provided that in no case shall the loading exceed the amount set out in the Australian Bureau of Statistics publication for "Average Weekly Total Earnings of All Males in Western Australia" for the September quarter immediately preceding the date the leave became due.

(b) Annual leave loading shall not be due in respect of any pro rata leave to which an employee is entitled on resignation.

## 24. - LONG SERVICE LEAVE

(1) An employee shall qualify for long service leave in the following terms:

(a) Subject to paragraph (d) of this subclause an employee who has completed seven years continuous service with the employer shall be entitled to 13 weeks' long service leave on full pay.

(b) For each subsequent period of seven years' service an employee shall be entitled to an additional 13 weeks' long service leave on full pay.

(c) Subject to the Commissioner's convenience and approval an employee may take the leave in not more than three separate periods subject to the following:

(i) the portion of long service leave shall be not less than four weeks entitlement and portions in excess of four weeks shall be in multiples of one week's entitlement and provided also that a minimum balance of long service leave of four weeks is available for utilisation.

(d) For the purposes of determining an employee's long service leave entitlement under the provisions of paragraphs (a), (b) and (c) of this subclause the expression "continuous service" includes any period during which the employee is absent on full pay or part pay but does not include:

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

(ii) any period during which an employee is taking a long service leave entitlement or any portion thereof except in the case of subclause (8) of this clause when the period excised will equate to a full entitlement of 13 weeks;

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

(iv) subject to paragraph (v) of this subclause, any period of service between the sixth anniversary date of the employee having accrued an entitlement to long service leave, or a deferred commencing date approved by the Commissioner pursuant to subclause (2) of this clause and the date on which the employee clears that entitlement;

(v) any service by the employee between the date by which long service leave entitlements are required to be cleared pursuant to a deferred commencing date approved by the Commissioner pursuant to subclause (2) of this clause and the date on which the employee clears the entitlement required;

(vi) any service by an employee who has been granted a deferment for the taking of long service leave by the Commissioner because of impending retirement pursuant to subclause (2) of this clause, between a deferred commencing date approved by the Commissioner and the date the employee retires or, clears a full entitlement to long service leave if the employee does not retire on the date nominated; and

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

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

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

(3) On application to the Commissioner a lump sum payment for the money equivalent of any:

(a) Long Service Leave entitlement for continuous service as provided in paragraph (a) and paragraph (b) of subclause (1) of this clause shall be made to an employee who resigns, retires, is retired or is dismissed or in respect of an employee who dies;

(b) Pro rata long service leave based on continuous service of a lesser period than that provided in paragraph (a) and paragraph (b) of subclause (1) of this clause for a long service leave entitlement shall be made:

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

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

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

(c) In the case of a deceased employee, payment shall be made to the estate of the employee unless the employee is survived by a legal dependant approved by the Commissioner, in which case payment shall be made to the legal dependent.

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

(5) (a) An employee who desires to be granted a period of long service leave shall give at least two months notice in writing of the fact and shall make application to the Commissioner. The application shall state the amount of leave required and the date from which the leave is to commence. In case of emergency and for reasons to be stated in writing, an employee may at any time apply to the Commissioner for any long service leave due.

(b) An employee may prior to commencing long service leave request approval for the substitution of another date for commencement of long service leave and the Commissioner may approve such substitution.

(6) Interstate:

(a) Where an employee was, immediately prior to being employed under the provisions of the *Police Act 1892* (WA), employed in the Service of the Commonwealth or of any other State of Australia and the period between the date when the employee ceased previous employment and the date of commencing employment does not exceed one week, that employee shall be entitled to long service leave determined in the following manner:

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

that employment shall be deducted from any long service leave to which the employee may become entitled under this clause; and

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

(b) The maximum break in employment permitted by paragraph (a) of this subclause may be varied by the approval of the Commissioner provided that where employment under the provision of the *Police Act 1892* (WA) commenced more than one week after ceasing the previous employment, the period in excess of one week does not exceed the amount of accrued and pro rata annual leave paid out at the date the employee ceased with the previous employer or in the case of defence forces the employee applied to join the police force before ceasing the previous employment and was inducted into police training in the first available police academy school. This matter must be negotiated and documented as part of the recruitment process.

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

(i) has served a period of not less than three years continuous service under this award; and

(ii) is entitled to 13 weeks long service leave on full pay.

The Commissioner may approve of an employee proceeding on long service leave prior to the employee completing three years continuous service.

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

Intrastate:

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

(i) the WA Public Service;

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

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

(iv) Healthways (or replacement body); or

(v) the Nurses Board of W.A.,

and the period between the date when the employee ceased previous employment and the date of commencing employment under the provisions of the *Police Act 1892* (WA) does not exceed one week, that employee shall be entitled to 13 weeks of long service leave on full pay on whichever is the earliest date of:

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

(ii) the date determined by:

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

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

(f) The maximum break in employment permitted by paragraph (e) of this subclause may be varied by the approval of the Commissioner provided that where employment under the provisions of the *Police Act 1892* (WA) commenced more than one week after ceasing the previous employment, the period in excess of one week does not exceed the amount of accrued and pro rata annual leave paid out at the date the employee ceased with the previous employer. This matter must be negotiated and documented as part of the recruitment process.

(g) An employee who was not paid out for accrued and pro rata annual leave held at the date of ceasing previous employment shall comply with the provisions of paragraph (e) of this subclause.

(h) In addition to any entitlement arising from the application of paragraph (e) of this subclause, an employee previously employed by a prescribed State body or statutory authority may, on approval of the Commissioner, be credited with any period of long service leave to which he/she became entitled during the former employment but had not taken at the date of appointment under the provisions of the *Police Act 1892* (WA), provided the employees' former employer had given approval for the employee to accumulate the entitlement.

(7) An employee who has elected to retire at or over the age of 55 years and who will complete not less than 12 months continuous service before the date of retirement may make application to take pro rata long service leave before the date of retirement.

(8) (a) A full time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full and part time basis may elect to take a lesser period of long service leave calculated by converting the part-time service to equivalent full time service.

(b) A full time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on a part time basis may elect to take a lesser period of long service leave calculated by converting the part-time service to equivalent full time service.

(9) Notwithstanding the foregoing provisions in this clause, the Commissioner may direct an employee to take accrued long service leave and may determine the date of which such leave shall commence.

(10) Where an employee is ill during the period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the Commissioner that as a result of the illness the employee was confined to his/her place of residence or a hospital for a period of at least 14 consecutive calendar days, the Commissioner may grant sick leave for the period during which the employee was so confined and reinstate long service leave equivalent to the period of confinement.

(11) (a) An employee shall, when recalled from long service leave to attend at Court from matters arising during the course of their duties or to perform other duties, be paid or be entitled to for each day or part thereof additional payments at ordinary hours rates for the period of the recall including travelling time plus one day added to his/her long service leave or at the option of the employee, two days added to his/her long service leave.

(b) Where an employee is required to attend court on an additional day granted for previous attendance under paragraph (a) of this subclause he/she shall be entitled to an additional day for attending that court and two further days, a total entitlement of three days. Such additional days as defined under this paragraph shall be taken at a time mutually agreed between the employee and the Commissioner.

(c) Where an employee is required to attend for a promotional examination or promotional appeal hearing during the period of his/her long service leave he/she shall be granted a day in lieu.

## 25. - BEREAVEMENT LEAVE

(1) Employees shall be eligible for up to two days paid bereavement leave on the death of:

(a) the partner of the employee;

(b) the child, step-child or grandchild of the employee (including an adult child, step-child or grandchild);

(c) the parent, step-parent or grandparent of the employee;

(d) the brother, sister, step brother or step sister of the employee; or

(e) any other person who, immediately before that person's death, lived with the employee as a member of the employee's household.

Provided that at the request of an employee the Commissioner may exercise discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

(2) The two days need not be consecutive.

(3) Bereavement leave is not to be taken during any other period of leave.

(4) Payment of such leave may be subject to the employee providing evidence, if so requested by the Commissioner, of the death and relationship of the employee to the deceased that would satisfy a reasonable person.

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

## 26. - PARENTAL LEAVE

(1) Definitions

For the purposes of this clause:

(a) “Employee” includes full time and part time employees.

(b) “Parental Leave” shall be unpaid and/or paid leave as approved under this clause.

(c) “Adoption” in relation to a child, is a reference to a child who:

(i) is not the child or the step-child of the employee or the employee’s partner;

(ii) is, or will be, under 16 years old as at the day of placement, or the expected day of placement, of the child; and

(iii) has not lived continuously with the employee for six months or longer.

(d) “Primary Care Giver” means the person who assumes the principal role of providing care and attention to a child.

(e) “WA Public sector” means employing authorities as defined in section 5 of the Public Sector Management Act 1994 (WA).

(2) Entitlement to Parental Leave

(a) Subject to the requirements of this clause an employee is entitled to a period of up to 52 consecutive weeks’ unpaid parental leave in respect of the birth of a child to an employee or the employee’s partner or the adoption of a child.

(b) Subject to the requirements of this clause an employee who is the primary care giver, and who has completed 12 months’ continuous service in the WA Public Sector immediately preceding the parental leave,

will be entitled to 14 weeks' paid parental leave in respect of the birth of a child to an employee or the employee's partner or the adoption of a child that will form part of the 52 week unpaid entitlement.

(c) The Commissioner may request evidence of primary care giver status.

(d) An employee seeking to adopt a child shall be entitled to two days' unpaid leave for the employee to attend interviews or examinations as required for the adoption procedure. Employees working or residing outside the Perth Metropolitan Area are entitled to one additional day's leave. The employee may take any paid leave entitlement in lieu of this leave.

(e) The period of paid parental leave can be extended by the employee taking double the leave on a half-pay basis and its effect is in accordance with subclause (11)(b).

(f) Paid parental leave for primary care purposes for any one birth or adoption shall not exceed the entitlement provided at subclause (2)(b) or its half pay equivalent.

(g) Where both partners are employed in the WA Public Sector, the leave shall not be taken concurrently except for special circumstances and with the approval of the Commissioner.

(h) The paid and unpaid parental leave entitlement up to a maximum of 52 weeks may be shared between partners, employed within the WA Public Sector, assuming the role of primary caregiver.

(i) An employee must take paid and unpaid parental leave in one continuous period.

(j) Where less than the 52 weeks' parental leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.

(3) Notice Requirements

(a) An employee is entitled to parental leave only after he or she has given the Commissioner at least eight weeks' written notice of his or her intention to take the leave, the date the employee proposes to commence parental leave and the proposed period of leave to be taken.

(b) An employee who has given their Commissioner notice of their intention to take parental leave shall provide the Commissioner with a medical certificate from a registered medical practitioner naming the employee, confirming the pregnancy and the estimated date of birth.

(c) An employee is not in breach of subclause (3)(a) by failing to give the required period of notice if such failure is due to the birth of the child taking place prior to the date the employee had intended to proceed on parental leave.

(d) An employee is not in breach of subclause (3)(a) 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.

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

(4) Commencement of Parental Leave

(a) A pregnant employee can commence the period of continuous parental leave any time up to six weeks before the expected date of birth.

(b) An eligible employee identified as the primary care giver can commence the period of paid parental leave from the birth date or for the purposes of adoption from the day of placement of the child.

(c) The minimum period of absence on parental leave for a pregnant employee shall commence six weeks before the expected date of birth and end six weeks after the day on which the birth has taken place. However, an employee may apply to the Commissioner to vary this period provided her application is supported by a

certificate from a registered medical practitioner indicating that the employee is fit to continue or resume duty within this minimum period.

(d) Where the pregnancy of an employee terminates other than by the birth of a living child, not earlier than 20 weeks before the expected date of the birth, the entitlement to paid parental leave remains intact and subject to the eligibility requirements of this clause. Such paid parental leave cannot be taken concurrently with any paid sick leave in accordance with Clause 27 (Entitlement to leave and allowances through illness or injury) of this award.

(e) The period of paid parental leave must be concluded within 12 months of the birth of the child.

(f) Where 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. Employees may take any other paid leave entitlement in lieu of the terminated parental leave, or return to work.

(5) Payment for Paid Parental Leave

(a) Paid parental leave will be paid at ordinary rates and will not include the payment of any form of allowance or penalty payment.

(b) An employee may elect to receive pay in advance for the period of paid parental leave at the time the parental leave commences.

(c) An employee is entitled to remain on paid parental leave if the pregnancy results in other than a live child; or the employee is incapacitated following the birth of the child; or the child dies or is hospitalised such that the employee or the employee's partner is not providing principal care to the child.

(6) Unpaid Partner Leave

(a) An employee who is not taking parental leave is entitled to one week's unpaid partner leave in respect of the:

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

(ii) adoption of a child;

taken immediately following the birth or, in the case of adoption, the day of placement of the child.

(b) An employee entitled to unpaid partner leave provided in subclause (6)(a), may elect to substitute any part of that leave with annual leave, long service leave and/or paid time off in lieu of overtime.

(c) An employee is entitled to request an extension to the period of unpaid partner leave up to a maximum of eight weeks.

(d) The Commissioner is to agree to an employee's request to extend their unpaid partner leave made under subclause (c) of this clause unless:

(i) having considered the employee's circumstances, the Commissioner is not satisfied that the request is genuinely based on the employee's parental responsibilities; or

(ii) there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the Commissioner and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:

(aa) cost;

(bb) lack of adequate replacement staff;

(cc) loss of efficiency; and

(dd) impact on the production or delivery of products or services by the Commissioner.

(e) The Commissioner is to give the employee written notice of the Commissioner's decision on a request to extend their unpaid partner leave. If the employee's request is refused, the notice is to set out the reasons for the refusal.

(f) An employee who believes their request to extend unpaid partner leave has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Commissioner to demonstrate that the refusal was justified in the circumstances.

(g) Where the Commissioner agrees to an employee's request to extend their period of unpaid partner leave under subclause (6)(c), the Commissioner must allow an employee to elect to substitute any part of that period of unpaid partner leave with accrued annual leave, long service leave and/or time off in lieu of overtime.

(h) An employee on unpaid partner leave is not entitled to any paid sick leave in accordance with Clause 27 (Entitlement to leave and allowances through illness or injury) of this award.

(i) The total period of unpaid partner leave provided by this clause shall not exceed eight weeks.

(7) Transfer to a Safe Job

(a) Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue in her present duties, as is certified necessary by a registered medical practitioner, the duties shall be modified or the employee may be transferred to a safe position of the same classification until the commencement of parental leave.

(b) (i) A pregnant employee may work part time in one or more periods whilst she is pregnant where she provides her Commissioner with a medical certificate from a medical practitioner advising that part time employment is, because of her pregnancy, necessary or preferable.

(ii) The terms of part time employment undertaken in accordance with subclause (7)(b)(i) shall be in writing.

(c) In the absence of an alternative requirement, and unless otherwise agreed between the Commissioner and employee, an employee shall provide the Commissioner with four weeks written notice of an intention to:

(i) vary part time work arrangements made under subclause (7)(b); or

(ii) revert to full time employment during the employee's pregnancy.

(d) An employee reverting to full time employment in accordance with subclause (7)(c)(ii) will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities as the substantive position held immediately prior to undertaking part time employment.

(e) If the transfer to a safe position is not practicable, the employee is entitled to be absent from the workplace on full pay for the period during which she is unable to continue in her present position.

(f) An employee who is absent from work pursuant to subclause (7)(e) shall be paid the amount she would reasonably have expected to be paid if she had worked during that period.

(g) An entitlement to be absent from the workplace on full pay is in addition to any leave entitlement the employee has.

(h) An entitlement to be absent from the workplace on full pay ends at the earliest of whichever of the following times is applicable:

(i) the end of the period stated in the medical certificate;

(ii) if the employee's pregnancy results in the birth of a living child – the end of the day before the date of birth; or

(iii) if the employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

(8) Interaction with Other Leave Entitlements

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

(b) Where annual and/or long service leave is substituted that leave shall form part of the 52 weeks' parental leave entitlement.

(c) An employee on parental leave is not entitled to paid sick leave and other paid award absences.

(d) Where the pregnancy of an employee terminates other than by the birth of a living child then the employee shall be entitled to such period of paid sick leave or unpaid leave for a period certified as necessary by a registered medical practitioner. Such paid sick leave cannot be taken concurrently with a period of paid parental leave.

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

(f) Subject to all other leave entitlements being exhausted, an employee shall be entitled to apply for leave without pay following parental leave to extend their leave by up to two years. The Commissioner is to agree to a request for extended unpaid parental leave unless:

(i) the Commissioner is not satisfied that the request is genuinely based on the employee's parental responsibilities; or

(ii) agreeing to the request would have an adverse impact on the conduct of operations or business of the Commissioner and those grounds would satisfy a reasonable person.

(g) The Commissioner is to give the employee written notice of the Commissioner's decision on a request for extended unpaid parental leave under subclause (8)(f). If the request is refused, the notice is to set out the reasons for the refusal.

(h) An employee who believes their request for extended unpaid parental leave under subclause (8)(f) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Commissioner to demonstrate that the refusal was justified in the circumstances.

(i) 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 WA Public Sector the total combined period of leave without pay following parental leave will not exceed two years.

(9) Communication during Parental Leave

(a) If the Commissioner makes a decision that will have a significant effect on the status, responsibility level, pay or location of an employee's position whilst on parental leave, the Commissioner must take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position.

(b) An employee shall also notify the Commissioner of changes of address or other contact details that might affect the Commissioner's capacity to comply with subclause (9)(a).

(10) Return to Work

(a) An employee shall confirm the intention to return to work by notice in writing to the Commissioner not less than four weeks' prior to the expiration of the period of parental leave.

(b) An employee on return from parental leave shall be entitled to the same position, or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities, as the substantive position held immediately prior to proceeding on Parental Leave. Where an employee was transferred to a safe job pursuant to subclause (7)(a) the employee is entitled to return to the position occupied immediately prior to the transfer.

(c) An employee may return, subject to the approval of the Commissioner, on a part-time basis to the same position occupied prior to the commencement of leave or to a different position at the same classification level on a part-time basis in accordance with the part-time provisions of this award, or on a modified basis that involves the employee working on different days or at different times, or both; or on fewer days or for fewer hours or both, than the employee worked immediately before starting parental leave.

(d) Subject to the Commissioner's approval an employee who has returned on a part time basis may revert to full time work at the same classification level.

(e) Where the position occupied by the employee no longer exists the employee shall be entitled to a position of the same classification level with duties similar to that of the abolished position.

(11) Effect of Leave on Employment Contract

(a) Paid parental leave will count as qualifying service for all purposes.

(b) Qualifying service for any purpose is to be calculated according to the number of weeks of paid parental leave that were taken at full pay or would have been had the employee not taken paid parental leave at half pay. Employees who take paid parental leave on half pay do not accrue entitlements beyond those that would have accrued had they taken the leave at full pay.

(c) Absence on unpaid parental leave or extended unpaid parental leave shall not break the continuity of service of employees.

(d) Where an employee takes a period of unpaid parental leave or extended unpaid parental leave exceeding 14 calendar days in one continuous period, the entire period of such leave shall not be taken into account in calculating the period of service for any purpose. Periods of unpaid leave of 14 days or less shall count as continuous service.

(e) An employee on parental leave may terminate employment at any time during the period of leave by providing the required written notice.

## 27. - ENTITLEMENT TO LEAVE AND ALLOWANCES THROUGH ILLNESS OR INJURY

(1) An employee who becomes incapacitated shall as soon as possible:

(a) notify the employee's officer in charge of that fact and of the employee's whereabouts; and

(b) notify the Manager of the nature of the illness or the nature and cause of the injury, as the case may be.

(2) Except in respect of a day on which an employee becomes incapacitated while on duty, an application for leave by an employee on account of incapacity shall be supported by a certificate of a medical practitioner or, where the incapacity involves a dental condition, by a certificate of a dentist.

(3) The application shall be:

(a) in a form approved by the Commissioner; and

(b) submitted to the Manager, along with the certificate in its support.

(4) Subject to subclause (2) and to the compliance by the employee of subparagraphs (a) and (b) of subclause (3), the Commissioner may grant to an employee in respect of the employee's incapacity leave of absence with pay:

(a) for up to 168 days in a calendar year; and

(b) if so recommended by the Manager and subject to any terms or conditions recommended by the Manager, for a further period.

(5) Except where an employee is incapacitated through the employee's fault or misconduct, an employee is entitled to receive in respect of a period of leave of absence approved under subclause (4) and subject to any terms and conditions imposed under subparagraph (4)(b), any special allowances which the employee would have received under the award if the employee had not been incapacitated.

(6) The district allowance prescribed by the award ceases to be payable -

(a) after an incapacitated employee and the family of that employee have been absent from the employee's region for a continuous period exceeding six weeks; and

(b) for so long thereafter as that absence continues.

(7) In subclause (6) "family" means the partner and any children of the employee residing with the employee.

(8) (a) An employee who suffers illness or injury through the employee's fault or misconduct is not entitled to paid leave contained within the provisions of subclause (4) under subparagraphs (a) and (b) in respect of absence from duty resulting from that illness or injury.

(b) An employee who suffers illness or injury through the employee's fault or misconduct is not entitled in respect of that illness or injury to receive the benefits contained under Clause 30 (Medical and Pharmaceutical Expenses) of the award.

(c) Where the incapacity of an employee results from the carrying on by the employee of an occupation for which the employee received or expected to receive remuneration, outside of the employee's duties as an employee, the Commissioner may grant or refuse to grant paid leave to the employee in respect of the incapacity or may grant the employee leave at a reduced rate of pay.

(9) An incapacitated employee shall not during the employee's absence from duty engage for reward in any other occupation or activity.

(10) An employee who has been absent from duty because of incapacity for longer than four weeks shall, before returning to duty, submit to the Manager evidence of the employee’s medical fitness to return to duty.

(11) (a) The Commissioner may direct an employee to submit to examination, at the expense of the Commissioner, by one or more medical practitioners nominated in each instance by the Commissioner and the employee shall obey such a direction.

(b) Where an employee has been examined under subclause (11)(a) and the examining medical practitioner expresses the opinion in writing to the Commissioner that the employee is unfit for duty because of illness or injury, the Commissioner may direct the employee to apply for leave on that ground and the employee shall obey such a direction.

## 28. - CARER’S LEAVE

(1) Employees are entitled to access up to 40 hours carer’s leave per calendar year to provide care and support to a member of the employee’s family or household who requires care support because of:

(a) an illness or injury of the member; or

(b) an unexpected emergency affecting the member.

(2) Where employees have exhausted the entitlements provided under subclause (1) of this clause they are able to access up to an additional 40 hours of their illness and injury leave entitlements as prescribed under clause 27 (Entitlement to Leave and Allowances Through Illness or Injury) of this award, per calendar year, to provide care and support to a member of the employee's family or household for the abovementioned reasons.

(3) For the purposes of this clause a "member of the employee's family or household" means:

(a) a partner of the employee;

(b) a child, step child or grandchild of the employee (including an adult child, step child or grandchild);

(c) a parent, step parent, or grandparent of the employee (whether they live with the employee or not);

(d) a sibling of the employee; or

(e) any other person who, at or immediately before the relevant time for assessing the employee's eligibility to take carer's leave, lived with the employee as a member of the employee's household.

(4) An employee who claims to be entitled to carer's leave is to provide the Commissioner with evidence that would satisfy a reasonable person of the entitlement.

(5) Carer's leave is not cumulative from year to year.

## PART 6 – MEDICAL AND HOSPITAL EXPENSES

### 29. - MEDICAL AND HOSPITAL EXPENSES THROUGH ILLNESS OR INJURY RESULTING FROM DUTIES.

(1) Subject to the provisions contained within subclause (8)(b) of Clause 27 (Entitlement to Leave and Allowances Through Illness or Injury) of this award, the Commissioner shall pay the reasonable medical and hospital expenses incurred by an employee as a result of illness or injury arising out of or in the course of the employee's duties or suffered by the employee in the course of travel to or from a place of duty.

### 30. - MEDICAL AND PHARMACEUTICAL EXPENSES.

(1) Subject to the provisions contained within subclauses (8)(a) and (8)(b) of Clause 27 (Entitlement To Leave And Allowances Through Illness or Injury) of this award, an employee who receives:

(a) any consultation, treatment or other service by a medical practitioner; or

(b) any X-ray or other service not provided by a medical practitioner but provided under a referral given by a medical practitioner, may claim from the Commissioner reimbursement of the amount paid for that service, less the amount of any Medicare benefits paid or payable, and the Commissioner may pay the claim.

(2) An employee is entitled to reimbursement by the Commissioner of the cost of a medicine supplied by a pharmacist on the prescription of a medical practitioner if the medicine was at the time of issue of the prescription specified in the Pharmaceutical Benefits Scheme.

(3) An employee claiming reimbursement of expenditure shall submit with the employee's claim:

(a) in the case of expenditure of a kind referred to in subclause (1):

(i) a receipt for the amount paid;

(ii) a statement of the amount received or receivable as Medicare benefits; and

(iii) where applicable, documentary evidence that the health service not provided by a medical practitioner was provided under a referral given by a medical practitioner;

and

(b) in the case of expenditure of a kind referred to in subclause (2), a receipt for the amount paid, and the Commissioner, before approving payment, may require the employee to supply additional information as to the identity of the person treated, the amount paid or, where applicable, the prescription.

## PART 7 – RETIREMENT, REMOVAL OR DEATH OF AN EMPLOYEE

### 31. - RETIREMENT, REMOVAL OR DEATH OF AN EMPLOYEE

(1) Retirement

An employee may retire on attaining the age of 55 years.

(2) Examination by Medical Board

(a) Where the Commissioner is of the opinion that an employee is not fit for further service, the Commissioner may direct the employee to be examined by a medical board.

(b) The medical board referred to in subparagraph (a) shall consist of three legally qualified medical practitioners nominated by the person who holds or acts in the office of Commissioner of Health under the *Health Act 1911* (WA).

(c) An employee shall not fail to carry out a direction given pursuant to subparagraph (a).

(d) Subject to the Act, where the medical board referred to in subparagraph (b) reports to the Commissioner that the employee in question is unfit for further active service the Commissioner shall advise the employee of the date the employee will cease duty.

(3) Allowances Paid on Death of an Employee

Where an employee dies the partner of the employee and such of the children of the employee as are under the age of 18 years are entitled to the allowances prescribed by Clause 21 (Travelling Allowance) and Clause 20 (Transfer and Removal Allowance) of the award for the conveyance of themselves and their furniture and effects to the Metropolitan area or to any part of the State approved of by the Commissioner.

(4) Leave Entitlement to be Paid Out

On the death of an employee the Commissioner may grant to the relatives of the employee who were dependent on the employee at the date of the employee's death the monetary equivalent, computed to the date of death, of:

(a) annual leave accrued and owing to the employee;

(b) long service leave accrued and owing to the employee; and

(c) pro rata leave for each completed week of service of the employee in the current year.

## PART 8 – INTRODUCTION OF CHANGE AND DISPUTE SETTLEMENT PROCEDURE

### 32. - INTRODUCTION OF CHANGE

(1) Employer's duty to notify

(a) Where the Commissioner has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Commissioner shall notify the employees who may be affected by the proposed changes and the Union.

(b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Commissioner'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 herein an alteration shall be deemed not to have significant effect.

(2) Commissioner's duty to discuss change

(a) The Commissioner shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in subclause (1) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.

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

(c) For the purposes of such discussion, the Commissioner shall provide to the employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that the Commissioner shall not be required to disclose confidential information the disclosure of which would be inimical to the Commissioner's interest.

### 33. - DISPUTE SETTLEMENT PROCEDURE

(1) Any questions, difficulties or disputes arising under this award shall be dealt with in accordance with this clause.

(2) The employee/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within three working days.

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

(4) If the dispute is still not resolved, it maybe referred by the employee/s or Union representative to the employer or his/her nominee.

(5) Where the dispute cannot be resolved within five working days of the Union representatives' referral of the dispute to the employer or his/her nominee, either party may refer the matter to the Western Australian Industrial Relation Commission.

(6) The period for resolving a dispute may be extended by agreement between the parties.

(7) At all stages of the procedure the employee may be accompanied by a Union representative.

## PART 9 – NAMED PARTIES

### 34. - NAMED PARTIES

The names parties to this award are The Western Australian Police Union of Workers and the Commissioner of Police.

SCHEDULE A - TRAVELLING ALLOWANCE

| ITEM | | DAILY RATE |
|---|---|---|
| ALLOWANCE TO MEET INCIDENTAL EXPENSES | | |
| 1 | WA - South of 26 degrees South Latitude | $ 14.55 |
| 2 | WA - North of 26 degrees South Latitude | $ 21.70 |
| 3 | Interstate | $ 21.70 |
| ACCOMMODATION INVOLVING AN OVERNIGHT STAY AT A HOTEL, MOTEL OR ROADHOUSE | | |
| 4 | WA - Metropolitan | $ 305.45 |
| 5 | Locality South of 26 degrees South Latitude | $ 208.55 |
| 6 | Locality North of 26 degrees South: Latitude: | |
| | Broome | $ 456.70 |
| | Carnarvon | $ 255.15 |
| | Dampier | $ 366.70 |
| | Derby | $ 342.20 |
| | Exmouth | $ 292.70 |
| | Fitzroy Crossing | $ 370.20 |
| | Gascoyne Junction | $ 291.70 |
| | Halls Creek | $ 247.20 |
| | Karratha | $ 445.70 |
| | Kununurra | $ 331.70 |
| | Marble Bar | $ 271.70 |
| | Newman | $ 338.95 |
| | Nullagine | $ 256.70 |
| | Onslow | $ 273.30 |
| | Pannawonica | $ 192.70 |
| | Paraburdoo | $ 259.70 |
| | Port Hedland | $ 367.15 |
| | Roebourne | $ 241.70 |
| | Shark Bay | $ 240.20 |
| | South Hedland | $ 367.15 |
| | Tom Price | $ 320.20 |
| | Turkey Creek | $ 235.70 |
| | Wickham | $ 508.70 |
| | Wyndham | $ 254.70 |
| 7 | Interstate - Capital Cities: | |
| | Sydney | $ 304.90 |
| | Melbourne | $ 288.55 |
| | Others | $ 270.10 |
| 8 | Interstate - Other than Capital Cities | $ 208.55 |
| ACCOMMODATION INVOLVING AN OVERNIGHT STAY AT OTHER THAN A HOTEL, MOTEL OR ROADHOUSE | | |
| 9 | WA - South of 26 degrees South Latitude | $ 93.65 |
| 10 | WA - North of 26 degrees South Latitude | $ 128.25 |
| 11 | Interstate | $ 128.25 |

| TRAVEL NOT INVOLVING AN OVERNIGHT STAY OR TRAVEL INVOLVING AN OVERNIGHT STAY WHERE ACCOMMODATION ONLY IS PROVIDED |
|---|

| ITEM | | DAILY RATE |
|---|---|---|
| 12 | WA - South of 26 degrees South Latitude: | |
| | Breakfast | $ 16.30 |
| | Lunch | $ 16.30 |
| | Dinner | $ 46.50 |
| | Supper | $ 26.36 |
| 13 | WA - North of 26 degrees South Latitude: | |
| | Breakfast | $ 21.20 |
| | Lunch | $ 33.20 |
| | Dinner | $ 52.20 |
| | Supper | $ 35.53 |
| 14 | Interstate: | |
| | Breakfast | $ 21.20 |
| | Lunch | $ 33.20 |
| | Dinner | $ 52.20 |
| MIDDAY MEAL | | |
| 15 | Rate per meal | $ 6.35 |
| 16 | Maximum reimbursement per pay period | $ 31.75 |
| DEDUCTION FOR NORMAL LIVING EXPENSES | | |
| 17 | Each Adult | $ 26.25 |
| 18 | Each Child | $ 4.50 |
| ACCELERATED DEPRECIATION AND EXTRA WEAR AND TEAR ON FURNITURE AND EFFECTS | | |
| 19 | Accelerated Depreciation | $ 557.00 |
| 20 | Value of Goods | $ 3,342.00 |

SCHEDULE B - RELIEVING ALLOWANCE

(a) HOTEL/MOTEL/ROADHOUSE

| | RATE PER DAY | | ITEM |
|---|---|---|---|
| | (i) WA Metropolitan | (ii) Locality South of 26 degrees South Latitude | |
| (i) First 49 days after arrival at new locality: | $ 305.45 | $ 208.55 | 1 |
| Period of relief in excess of forty-nine days: | | | |
| (ii) Employee with dependants | $ 152.70 | $ 104.30 | 2 |
| (iii) Employee without dependants | $ 101.80 | $ 69.50 | 3 |

(iv) Locality north of 26 degrees south latitude including Shark Bay:

| | ITEM 4 | ITEM 5 | ITEM 6 |
|---|---|---|---|
| TOWN | First 49 days after arrival at new locality | Period of Relief in excess of 49 days | |
| | | Employee with dependants | Employee without dependants |
| Broome | $ 456.70 | $ 228.35 | $ 152.25 |
| Carnarvon | $ 255.15 | $ 127.55 | $ 85.05 |
| Dampier | $ 366.70 | $ 183.35 | $ 122.25 |
| Derby | $ 342.20 | $ 171.10 | $ 114.05 |
| Exmouth | $ 292.70 | $ 146.35 | $ 97.55 |
| Fitzroy Crossing | $ 370.20 | $ 185.10 | $ 123.40 |
| Gascoyne Junction | $ 291.70 | $ 145.85 | $ 97.25 |
| Halls Creek | $ 247.20 | $ 123.60 | $ 82.40 |
| Karratha | $ 445.70 | $ 222.85 | $ 148.55 |
| Kununurra | $ 331.70 | $ 165.85 | $ 110.55 |
| Marble Bar | $ 271.70 | $ 135.85 | $ 90.55 |
| Newman | $ 338.95 | $ 169.50 | $ 113.00 |
| Nullagine | $ 256.70 | $ 128.35 | $ 85.55 |
| Onslow | $ 273.30 | $ 136.65 | $ 91.10 |
| Pannawonica | $ 192.70 | $ 96.35 | $ 64.25 |
| Paraburdoo | $ 259.70 | $ 129.85 | $ 86.55 |
| Port Hedland | $ 367.15 | $ 183.55 | $ 122.40 |
| Roebourne | $ 241.70 | $ 120.85 | $ 80.55 |
| Shark Bay | $ 240.20 | $ 120.10 | $ 80.05 |
| South Hedland | $ 367.15 | $ 183.55 | $ 122.40 |
| Tom Price | $ 320.20 | $ 160.10 | $ 106.75 |
| Turkey Creek | $ 235.70 | $ 117.85 | $ 78.55 |
| Wickham | $ 508.70 | $ 254.35 | $ 169.55 |
| Wyndham | $ 254.70 | $ 127.35 | $ 84.90 |

(v) Interstate

| | ITEM 4 | ITEM 5 | ITEM 6 |
|---|---|---|---|
| Capital Cities: | | | |
| Sydney | $ 304.90 | $ 152.45 | $ 101.60 |
| Melbourne | $ 288.55 | $ 144.30 | $ 96.15 |
| Others | $ 270.10 | $ 135.05 | $ 89.95 |
| Other Than Capital Cities: | $ 208.55 | $ 104.30 | $ 69.50 |

(b) INCIDENTAL EXPENSES

| | RATE PER DAY | ITEM |
|---|---|---|
| South of 26 degrees South Latitude | $ 14.55 | 7 |
| North of 26 degrees South Latitude | $ 21.70 | |
| Interstate | $ 21.70 | |

(c) OTHER THAN HOTEL OR MOTEL

| | | |
|---|---|---|
| South of 26 degrees South Latitude | $ 93.65 | 8 |
| North of 26 degrees South Latitude | $ 128.25 | |
| Interstate | $ 128.25 | |

(d) TRAVEL NOT INVOLVING AN OVERNIGHT STAY OR TRAVEL INVOLVING AN OVERNIGHT STAY WHERE ACCOMMODATION ONLY IS PROVIDED

| | RATE PER DAY | ITEM |
|---|---|---|
| South of 26 degrees South Latitude | | 9 |
| Breakfast | $16.30 | |
| Lunch | $16.30 | |
| Dinner | $46.50 | |
| North of 26 degrees South Latitude | | 10 |
| Breakfast | $21.20 | |
| Lunch | $33.20 | |
| Dinner | $52.20 | |
| Interstate | | 11 |
| Breakfast | $21.20 | |
| Lunch | $33.20 | |
| Dinner | $52.20 | |

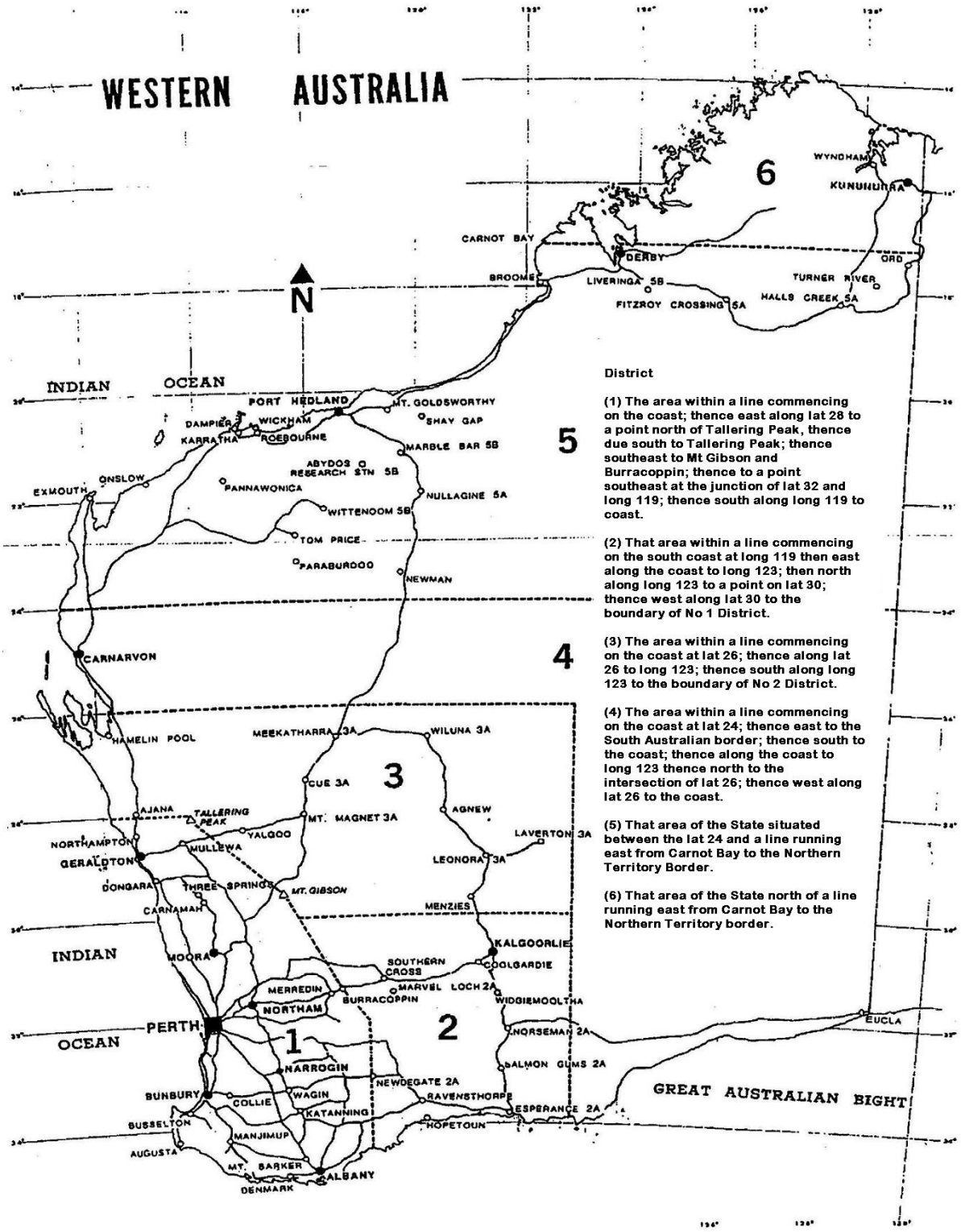
## SCHEDULE C – OVERTIME MEAL ALLOWANCE

| Time | Meal | Allowance |
|---|---|---|
| 6.00am or later but before 11.00am | Breakfast | $10.30 per meal |
| 11.00am or later but before 4.00pm | Lunch | $12.65 per meal |
| 4.00pm or later but before 10.00pm | Evening Meal | $15.20 per meal |
| 10.00pm or later but before 6.00am | Supper | $10.30 per meal |

SCHEDULE D - CAMPING ALLOWANCE

| | RATE PER DAY | ITEM |
|---|---|---|
| South of 26 degrees South Latitude: | | |
| Permanent Camp - Cook provided by the Department | $56.41 | 1 |
| Permanent Camp - No Cook provided by the Department | $69.91 | 2 |
| Other Camping - Cook provided by the Department | $83.46 | 3 |
| Other Camping - No Cook provided by the Department | $96.96 | 4 |
| Camping beside or inside vehicle | $108.85 | 5 |
| North of 26 degrees South Latitude: | | |
| Permanent Camp - Cook provided by the Department | $74.36 | 1 |
| Permanent Camp - No Cook provided by the Department | $87.91 | 2 |
| Other Camping - Cook provided by the Department | $101.41 | 3 |
| Other Camping - No Cook provided by the Department | $114.96 | 4 |
| Camping beside or inside vehicle | $151.78 | 5 |

SCHEDULE E – ANNUAL LEAVE TRAVEL CONCESSION BOUNDARIES




**District**

**(1) The area within a line commencing on the coast; thence east along lat 28 to a point north of Tallering Peak, thence due south to Tallering Peak; thence southeast to Mt Gibson and Burracoppin; thence to a point southeast at the junction of lat 32 and long 119; thence south along long 119 to coast.**

**(2) That area within a line commencing on the south coast at long 119 then east along the coast to long 123; then north along long 123 to a point on lat 30; thence west along lat 30 to the boundary of No 1 District.**

**(3) The area within a line commencing on the coast at lat 26; thence along lat 26 to long 123; thence south along long 123 to the boundary of No 2 District.**

**(4) The area within a line commencing on the coast at lat 24; thence east to the South Australian border; thence south to the coast; thence along the coast to long 123 thence north to the intersection of lat 26; thence west along lat 26 to the coast.**

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

**(6) That area of the State north of a line running east from Carnot Bay to the Northern Territory border.**

V A R I A T I O N R E C O R D

**THE POLICE AWARD 1965, No. 2 OF 1966**

Delivered 12/01/66 at 45 WAIG 1095
Consolidated at 54 WAIG 78
Consolidated 93(6) 03/11/93 at 73 WAIG 3172
Varied and consolidated by 79/2007 on 5/8/2013 and at 93 WAIG 1238

| CLAUSE NO. | EXTENT OF VARIATION | ORDER NO. | OPERATIVE DATE | GAZETTE REFERENCE |
|---|---|---|---|---|
| **1. Title** | | | | |
| **1B. Minimum Adult Award Wage** | | | | |
| | Cl. | 1/13 | 01/07/13 | 93 WAIG 1063 |
| | Cl. | 1/14 | 01/07/14 | 94 WAIG 1280 |
| | Cl. | 1/15 | 01/07/15 | 95 WAIG 1253 |
| | Cl. | 1/16 | 01/07/16 | 96 WAIG 1100 |
| | Cl. | 1/17 | 01/07/17 | 97 WAIG 1166 |
| | Cl. | 1/18 | 01/07/18 | 98 WAIG 263 & 886 |
| | Cl | 1/19 | 01/07/19 | 99 WAIG 509 & 1209 |
| **2. Arrangement** | | | | |
| **3. Term** | | | | |
| **4. Area and Scope** | | | | |
| **5. Definitions** | | | | |
| **6. Salaries** | | | | |

| | | | |
|---|---|---|---|
| Cl. | 1/13 | 01/07/13 | 93 WAIG 1063 |
| Cl. | 1/14 | 01/07/14 | 94 WAIG 1280 |
| Cl. | 1/15 | 01/07/15 | 95 WAIG 1253 |
| Cl. | 1/16 | 01/07/16 | 96 WAIG 1100 |
| Cl. | 1/17 | 01/07/17 | 97 WAIG 1166 |
| Cl. | 1/18 | 01/07/18 | 98 WAIG 263 & 886 |
| Cl | 1/19 | 01/07/19 | 99 WAIG 509 & 1209 |

**7. Hours of Duty**

**8. Overtime**

**9. On Call Allowance**

**10. Shift Allowance**

**11. Additional Allowances**

**12. Pro Rata Payment of Allowances**

**13. District Allowance**

**14. Motor Vehicle Allowance**

15. **Property Allowance**

16. **Higher Duties Allowance**

17. **Camping Allowance**

18. **Disturbance Allowance**

19. **Relieving Allowance**

20. **Transfer and Removal Allowance**

21. **Travelling Allowance**

22. **Adjustment of Reimbursement Allowances**

23. **Annual Leave**

24. **Long Service Leave**

25. **Bereavement Leave**

26. **Parental Leave**

**27. Entitlement to Leave and Allowances through Illness or Injury**

**28. Carer's Leave**

**29. Medical and Hospital Expenses through Illness or Injury Resulting from Duties**

**30. Medical and Pharmaceutical Expenses**

**31. Retirement, Removal or Death of an Employee**

**32. Introduction of Change**

**33. Dispute Settlement Procedure**

**34. Named Parties**

**SCHEDULE A. – TRAVELLING ALLOWANCE**

**SCHEDULE B. – RELIEVING ALLOWANCE**

**SCHEDULE C. – OVERTIME MEAL ALLOWANCE**

**SCHEDULE D. – CAMPING ALLOWANCE**

**SCHEDULE E. – ANNUAL LEAVE TRAVEL CONCESSION BOUNDARIES**

VARIED and CONSOLIDATED 5TH AUGUST 2013 – FOR SUBSEQUENT VARIATIONS

SEE CURRENT VARIATION RECORD ABOVE

V A R I A T I O N R E C O R D

# THE POLICE AWARD 1965, No. 2 OF 1966

Delivered 12/01/66 at 45 WAIG 1095
Consolidated at 54 WAIG 78
Consolidated 93(6) 03/11/93 at 73 WAIG 3172

| CLAUSE NO. | EXTENT OF VARIATION | ORDER NO. | OPERATIVE DATE | GAZETTE REFERENCE |
|---|---|---|---|---|
| **1. Title** | | | | |
| (1A. State Wage Principles) | | | | |
| | Ins. Cl. | 1752/91 | 31/01/92 | 72 WAIG 191 |
| | Cl. & Title | 1457/93 | 24/12/93 | 74 WAIG 198 |
| (1A. State Wage Principles December 1993) | | | | |
| | Cl. & Title | 985/94 | 30/12/94 | 75 WAIG 23 |
| (1A. Statement of Principles December 1994) | | | | |
| | Cl. & Title | 1164/95 | 21/03/96 | 76 WAIG 911 |
| (1A. Statement of Principles March 1996) | | | | |
| | Cl & Title | 915/96 | 7/08/96 | 76 WAIG 3368 |
| (1A Statement of Principles - August 1996) | | | | |
| | Cl & Title | 940/97 | 14/11/97 | 77 WAIG 3177 |
| (1A. Statement of Principles - November 1997) | | | | |
| | Cl. & Title | 757/98 | 12/06/98 | 78 WAIG 2579 |
| (1A. Statement of Principles - June, 1998) | | | | |
| | Del. Cl. | 609/99 | 06/07/99 | 79 WAIG 1843 |
| **1B. Minimum Adult Award Wage** | | | | |
| | Ins. 1B | 940/97 | 14/11/97 | 77 WAIG 3177 |
| | Min. Wage & Text | 609/99 | 01/08/99 | 79 WAIG 1843 |

| | | | |
|---|---|---|---|
| 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 & 2528 |
| (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 2089 & 2759 |
| Cl. | 957/05 | 07/07/06 | 86 WAIG 1631 & 2285 |
| Cl. | 1/07 | 01/07/07 | 87 WAIG 1487 & 2194 |
| Cl. | 115/07 | 01/07/08 | 88 WAIG 773 &1409 |
| Cl. | 1/09 | 01/10/09 | 89 WAIG 735 & 1842 |
| Cl. | 2/10 | 01/07/10 | 90 WAIG 568 & 1244 |
| Cl. | 2/11 | 01/07/11 | 91 WAIG 1008 & 1800 |
| Cl. | 2/12 | 01/07/12 | 92 WAIG 1388 |

**2. Arrangement**

| | | | |
|---|---|---|---|
| Ins. 31 | 203/77 | 01/07/77 | 57 WAIG 898 |
| Rename 13 | 386/78 | 12/01/79 | 59 WAIG 127 |
| Ins. 32 | 283/78 | 28/11/79 | 60 WAIG 123 |
| Ins. 33 | 705/83 | 18/11/83 | 64 WAIG 92 |
| Ins. 34 | 679/85 | 01/01/87 | 67 WAIG 486 |
| Ins. 35 | 1271/86 | 11/02/87 | 67 WAIG 274 |
| Ins. 36 | 323/87 | 23/09/87 | 67 WAIG 1800 |
| Ins. 38 | 97/88 | 04/03/88 | 68 WAIG 777 |
| Ins. 2A | 2284/89 | 29/09/89 | 69 WAIG 3355 |

| | | | |
|---|---|---|---|
| Del. 34; Renum 35-38 as 34-37 | P27/90(R2) | 17/05/90 | 70 WAIG 2187 |
| Ins. 38 & 39 | 945/91 | 12/07/91 | 71 WAIG 2074 |
| Ins. 40 | P10/1/91 | 17/01/92 | 72 WAIG 257 |
| Ins. 1A | 1752/91 | 31/01/92 | 72 WAIG 191 |
| Del. 2A.; 20 | P10A/91 | 31/07/92 | 72 WAIG 2031 |
| Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |
| Ins. 38 | 353/93 | 29/06/93 | 73 WAIG 1949 |
| 23 | P10(3)/91 | 01/06/93 | 73 WAIG 2048 |
| 1A. Title | 1457/93 | 24/12/93 | 74 WAIG 198 |
| 1A. Title | 985/94 | 30/12/94 | 75 WAIG 23 |
| Renum. 38 as 42, Ins 38-41 | 363/94 | 18/11/94 | 76 WAIG 46 |
| 1A. Title | 1164/95 | 21/03/96 | 76 WAIG 911 |
| 1A. Title | 915/96 | 7/08/96 | 76 WAIG 3368 |
| 1A | 940/97 | 14/11/97 | 77 WAIG 3177 |
| Ins. 1B | 940/97 | 14/11/97 | 77 WAIG 3177 |
| 1A. Title | 757/98 | 12/06/98 | 78 WAIG 2579 |
| Del. 1A | 609/99 | 06/07/99 | 79 WAIG 1843 |

(2A. Wage Fixing Principles)

| | | | |
|---|---|---|---|
| Ins. Cl. | 2284/89 | 29/09/89 | 69 WAIG 3355 |
| Cl. | 945/91 | 12/07/91 | 71 WAIG 2074 |
| Del. Cl. | P10A/91 | 31/07/92 | 72 WAIG 2031 |

**3. Term**

**4. Area and Scope**

| | | | |
|---|---|---|---|
| Cl. | 849/94 | 24/08/94 | 74 WAIG 3007 |

**5. Definitions**

| | | | |
|---|---|---|---|
| Ins. Definition | 1560/90 | 01/07/90 | 70 WAIG 4018 |
| Ins. Definitions | P10/1/91 | 17/01/92 | 72 WAIG 257 |
| Definition – P/T Employee | P10A/91 | 31/07/92 | 72 WAIG 2031 |
| Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |
| Ins. Definition | 353/93 | 29/06/93 | 73 WAIG 1949 |
| Text; Def; Ins. Def. | P10(3)/91 | 01/06/93 | 73 WAIG 2048 |
| Ins. Definitions | 363/94 | 18/11/94 | 76 WAIG 46 |

**6. Salaries**

| | | | |
|---|---|---|---|
| Cl. | 807/74 | 15/07/74 | 54 WAIG 860 |
| Cl. | 1226/75 | 15/08/75 | 55 WAIG 1733 |
| Cl. | 62(93)/76 | 15/08/76 | 56 WAIG 1422 |
| Cl. | 203/77 | 01/07/77 | 57 WAIG 898 |
| Cl. | 611/77 | 10/02/78 | 58 WAIG 262 |
| Cl. | 589/79 | 21/05/80 | 60 WAIG 1246 |
| (1)(a) | 280/81 | 04/06/81 | 61 WAIG 1117 |
| (1)(a),(b),(c) | 152/82(Int) | 26/03/82 | 62 WAIG 706 |
| (1)(a),(b),(c) | 152/82 | 01/07/82 | 62 WAIG 2274 |
| Cl. | 297/83 | 26/01/84 | 64 WAIG 470 |
| (1)(a)&(b) | 206/86 | 03/07/86 | 66 WAIG 1223 |
| (1)(a) | 534/87 | 01/04/87 | 67 WAIG 1187 |
| (1)(a),(b),(c) | 756/87 | 01/03/88 | 68 WAIG 539 |

| | | | |
|---|---|---|---|
| (1)(a),(b),(c) | 97/88 | 04/03/88 | 68 WAIG 777 |
| (1)(a),(b),(c); Ins. (d) | 570/88 | 15/09/88 | 68 WAIG 2982 |
| Cl. | 2284/89 | 29/09/89 | 69 WAIG 3355 |
| (1) | P27/90(R2) | 17/05/90 | 70 WAIG 2187 |
| Wording (1)(c); Ins. (4) | 1560/90 | 01/07/90 | 70 WAIG 4018 |
| (1) | 945/91 | 12/07/91 | 71 WAIG 2074 |
| (1) | P10/91 | 19/09/91 | 71 WAIG 2538 |
| Cl. | P10/1/91 | 17/01/92 | 72 WAIG 257 |
| (1),(6) | P10A/91 | 31/07/92 | 72 WAIG 2031 |
| (1); (5)(c) | P10B/91 | 12/03/93 | 73 WAIG 1279 |
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |
| (1) | P10(3)/91 | 12/03/93 | 73 WAIG 2048 |
| (1)(a)(b)&(c) | 971/972 & 973/94 | 02/02/95 | 75 WAIG 711 |
| (1)(a),(b)&(c) | 795/95 | 02/08/95 | 75 WAIG 2551 |
| (1)(a)(b)&(c) | 1031/96 | 02/08/96 | 76 WAIG 4286 |
| Rates & Ins. Text | 940/97 | 14/11/97 | 77 WAIG 3177 |
| (1) Text (a)(b)&(c) | 609/99 | 01/08/99 | 79 WAIG 1843 |
| 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 & 2528 |
| Cl. | 570/04 | 4/06/04 | 84 WAIG 1521 & 1980 |
| Cl. | 576/05 | 07/07/05 | 85 WAIG 2089 & 2759 |
| Cl. | 957/05 | 07/07/06 | 86 WAIG 1631 & 2285 |

| | | | |
|---|---|---|---|
| Cl. | 1/07 | 01/07/07 | 87 WAIG 1487 & 2194 |
| Cl. | 115/07 | 01/07/08 | 88 WAIG 773 &1409 |
| Cl. | 1/09 | 01/10/09 | 89 WAIG 735 & 1842 |
| Cl. | 2/10 | 01/07/10 | 90 WAIG 568 & 1244 |
| Cl. | 2/11 | 01/07/11 | 91 WAIG 1008 & 1800 |
| Cl. | 2/12 | 01/07/12 | 92 WAIG 1388 |

**7. Higher Duties**

| | | | |
|---|---|---|---|
| Cl. | 203/77 | 01/07/77 | 57 WAIG 898 |
| Cl. | P10A/91 | 31/07/92 | 72 WAIG 2031 |

**8. District Allowances**

**9. Risk of Infection**

**10. Travelling Allowances**

| | | | |
|---|---|---|---|
| (14) | 320/74 | 24/07/74 | 54 WAIG 858 |
| (14) | 263/76 | 23/07/76 | 56 WAIG 1064 |
| Wording (1) | 386/78 | 12/01/79 | 59 WAIG 127 |
| Cl. | 194/86 | 01/09/85 | 66 WAIG 896 |
| Schedule | 536/86 | 01/09/86 | 66 WAIG 1688 |
| Schedule | 423/87 | 01/03/87 | 67 WAIG 890 |
| (10) | 575/86 | 01/07/87 | 67 WAIG 1188 |
| Schedule | 1500/87 | 01/09/87 | 68 WAIG 88 |
| Ins. Proviso (4)(a) | 803/87 | 23/09/87 | 67 WAIG 1802 |
| Sched. Rate Item 2 - Eucla | 74/88 | 01/01/88 | 68 WAIG 1068 |

| | | | |
|---|---|---|---|
| Cl. | 97/88 | 04/03/88 | 68 WAIG 777 |
| Renum (5) as (5)(a); Ins. (5)(b) & (16) | C338/88 | 01/03/88 | 68 WAIG 1308 |
| Schedule | 418/88 | 01/03/88 | 69 WAIG 2449 |
| Schedule | 1459/88 | 01/09/88 | 69 WAIG 1091 |
| Schedule | 850/89 | 07/07/89 | 69 WAIG 2450 |
| Schedule | 606/90 | 01/09/89 | 70 WAIG 1752 |
| (12), Schedule | 1560/90 | 01/07/90 | 70 WAIG 4018 |
| Ins. (3)(c); Ins.(4)(c);Del. (16) | P10/1/91 | 17/01/92 | 72 WAIG 257 |
| Sch. | 144/92 | 01/07/91 | 72 WAIG 776 |
| Sch. | P34/92 | 01/07/92 | 73 WAIG 299 |
| Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |
| (5) | P10(3)/91 | 01/06/93 | 73 WAIG 2048 |
| Sch. | 1050/93 | 01/07/93 | 73 WAIG 2976 |
| Sch. | 743/94 | 01/07/94 | 74 WAIG 2710 |
| Sch | 793/95 | 01/07/95 | 75 WAIG 2795 |
| Corr . Items 1 & 2 | 793/95 | 01/07/95 | 75 WAIG 2797 |

C/O 793c (Clause 10. - reads vary Item's 1 - 2. Should read Item 2 - 3 (requires further Correction)

| | | | |
|---|---|---|---|
| Schedule | 1047/96 | 01/07/96 | 76 WAIG 4659 |

**11. Relieving Allowances**

| | | | |
|---|---|---|---|
| Schedule | 320/74 | 24/07/74 | 54 WAIG 858 |
| Schedule | 263/76 | 23/07/76 | 56 WAIG 1064 |
| Wording (4)(a) | 386/78 | 12/01/79 | 59 WAIG 127 |
| (3) | 290/86 | 22/08/86 | 66 WAIG 1340 |

| | | | |
|---|---|---|---|
| Schedule | 423/87 | 01/03/87 | 67 WAIG 890 |
| (4)(b) | 575/86 | 01/07/87 | 67 WAIG 1188 |
| Schedule | 1500/87 | 01/09/87 | 68 WAIG 88 |
| Rate (3); Sch Rates Items 45 & 6 - Eucla | 74/88 | 01/01/88 | 68 WAIG 1068 |
| Schedule | 418/88 | 01/03/88 | 69 WAIG 2449 |
| Schedule | 1459/88 | 01/09/88 | 69 WAIG 1091 |
| Schedule | 850/89 | 07/07/89 | 69 WAIG 2450 |
| Schedule | 606/90 | 01/09/89 | 70 WAIG 1752 |
| Schedule | 1560/90 | 01/07/90 | 70 WAIG 4018 |
| (4) | P10/1/91 | 17/01/92 | 72 WAIG 257 |
| Sch. | 144/92 | 01/07/91 | 72 WAIG 776 |
| Sch. | P34/92 | 01/07/92 | 73 WAIG 299 |
| Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |
| Sch. | 1050/93 | 01/07/93 | 73 WAIG 2976 |
| Sch. | 743/94 | 01/07/94 | 74 WAIG 2710 |
| Sch | 793/95 | 01/07/95 | 75 WAIG 2795 |
| Schedule | 1047/96 | 01/07/96 | 76 WAIG 4659 |

**12. Transfer Allowances**

| | | | |
|---|---|---|---|
| Ins. (8) | 263/76 | 23/07/76 | 56 WAIG 1064 |
| Ins. (3)(c) & (5)(b) | 203/77 | 01/07/77 | 57 WAIG 898 |
| Ins. (9) & (10) | P10/1/91 | 17/01/92 | 72 WAIG 257 |
| Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |

| | | | |
|---|---|---|---|
| (10)(b)(ii) | P10(3)/91 | 01/06/93 | 73 WAIG 2048 |

(13. Mileage Allowance)

| | | | |
|---|---|---|---|
| (2) | 263/76 | 23/07/76 | 56 WAIG 1064 |
| Cl. | 283/78(Int) | 02/10/78 | 58 WAIG 1550 |
| (2) | 790/85 | 13/11/85 | 65 WAIG 2278 |
| Rates (2)(a)&(b) | 969/87 | 01/07/87 | 67 WAIG 1802 |
| (2)(a)&(b) | 175/89 | 28/04/89 | 69 WAIG 1476 |
| (2)(a)&(b) | 2628/89 | 01/07/89 | 70 WAIG 130 |
| (2)(a)&(b) | 1985/90 | 01/07/90 | 71 WAIG 345 |
| Del. (3) & (4) | P10/1/91 | 17/01/92 | 72 WAIG 257 |
| (2)(a); (2)(b) | 1950/91 | 01/07/91 | 72 WAIG 776 |
| Rename Cl | 363/94 | 18/11/94 | 76 WAIG 46 |

13. Allowance for Use of Employee's own vehicle

**14. Additional Allowances**

| | | | |
|---|---|---|---|
| Wording (1) & (4) | 320/74 | 24/07/74 | 54 WAIG 858 |
| Cl. | 203/77 | 01/07/77 | 57 WAIG 898 |
| Cl. | 283/78(Int) | 02/10/78 | 58 WAIG 1550 |
| Cl. | 283/78 | 28/11/79 | 60 WAIG 123 |
| (3)(ii) | CR 420/80 | 20/10/80 | 61 WAIG 122 |
| Wording (3)(ii) - Appeal | 887/80 | 20/10/80 | 61 WAIG 475 |
| Wording (3)(ii) | 611/81 | 14/01/82 | 62 WAIG 1364 |
| (1) | 576/83(Int) | 01/07/85 | 65 WAIG 1754 |
| (1) | 576/83(Int) | 01/07/85 | 65 WAIG 1951 |
| (5) | 292/86 | 01/07/86 | 66 WAIG 1688 |

| | | | |
|---|---|---|---|
| (1) | 1012/86 | 01/12/86 | 67 WAIG 73 |
| Renum (1) as (1)(a); Ins. (1)(b); (3)(a) | 97/88 | 04/03/88 | 68 WAIG 777 |
| Wording (4),(5) & (6) | 1378/88 | 01/04/88 | 68 WAIG 1069 |
| (1),(4),(5),(6) | 749/89 | 05/04/90 | 70 WAIG 2210 |
| (1),(4),(5) & (6) | P11/91 | 01/01/91 | 71 WAIG 1839 |
| (1); (6); Ins (7) | P10/1/91 | 17/01/92 | 72 WAIG 257 |
| (4), (5), (6) | 660/92 | 01/07/92 | 72 WAIG 1546 |
| (1)(a) | P10A/91 | 31/07/92 | 72 WAIG 2031 |
| (1)(a) | P10B/91 | 12/03/93 | 73 WAIG 1279 |
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |
| Text | P10(3)/91 | 01/06/93 | 73 WAIG 2048 |
| (4), (5) | 949/93 | 01/07/93 | 73 WAIG 2052 |
| (1)(a) | 632/94 | 01/07/94 | 74 WAIG 2712 |
| (1)(a) Corr Ord, | 793/95 | 01/07/95 | 75 WAIG 2397 |
| Del (4); (6); Renum. (5),(6),(7) as (4),(5),(6) | 1396/95 | 05/01/96 | 76 WAIG 378 |
| (1)(a) | 1026/96 | 01/07/96 | 76 WAIG 4285 |

**15. Pro Rata Payment of Allowances**

**16. Prisoners Rations**

| | | | |
|---|---|---|---|
| Cl. | 263/76 | 23/07/76 | 56 WAIG 1064 |
| (1) | 203/77 | 01/07/77 | 57 WAIG 898 |
| (1) | 283/78(Int) | 02/10/78 | 58 WAIG 1550 |
| (1) | 283/78 | 28/11/79 | 60 WAIG 123 |
| (1) | 146/81 | 16/04/81 | 61 WAIG 749 |

| | | | |
|---|---|---|---|
| (1) | 454/82 | 02/07/82 | 62 WAIG 2006 |
| Wording (1) | 103/83 | 24/03/83 | 63 WAIG 1083 |
| (1) | 576/83(Int) | 01/07/85 | 65 WAIG 1755 |
| (1) | 154/86 | 01/07/86 | 66 WAIG 1340 |
| Cl. | 438/87 | 01/01/87 | 67 WAIG 1186 |
| Wording (1) | 419/88 | 01/04/88 | 69 WAIG 2707 |
| Wording (1) | 849/89 | 07/07/89 | 69 WAIG 2450 |
| (1) | 607/90 | 01/04/90 | 70 WAIG 1752 |
| (1) | 1985/90 | 01/01/91 | 71 WAIG 345 |
| Amd.text (1); Del.(2) & re- number (3) as (2) | P10/1/91 | 17/01/92 | 72 WAIG 257 |
| (1) | 660/92 | 01/07/92 | 72 WAIG 1546 |
| (1) | 949/93 | 01/07/93 | 73 WAIG 2052 |
| (1) ) Corr, | 793/95 | 01/07/95 | 76 WAIG 2797 |
| (1) | 1026/96 | 01/07/96 | 76 WAIG 4285 |

**17. Trackers Allowance**

| | | | |
|---|---|---|---|
| Del. Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |
| Corr. P10B/93 Op.Date | | | |
| now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |

(18. Hours of Duty)

| | | | |
|---|---|---|---|
| (1),(2) | 679/85 | 01/01/87 | 67 WAIG 486 |
| Ins. (10) | 97/88 | 04/03/88 | 68 WAIG 777 |
| (10) | 2284/89 | 29/09/89 | 69 WAIG 3355 |
| Cl. | P27/90(R2) | 17/05/90 | 70 WAIG 2187 |
| Ins.(1)(c); Del.(2)(b-e)incl. & Ins. (2)(b-d)incl; Re-numb. (2)(f) as (2)(e); (3)(b); (8)(b); (9); Ins.(10)& (11) | P10/1/91 | 17/01/92 | 72 WAIG 257 |

| | | | |
|---|---|---|---|
| Ins. (2)(f); (9),(10) | P10A/91 | 31/07/92 | 72 WAIG 2031 |
| Renum. Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |

**17. Hours of Duty**

| | | | |
|---|---|---|---|
| (2); (9)(c) | P10B/91 | 12/03/93 | 73 WAIG 1279 |
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |

(19. Overtime)

| | | | |
|---|---|---|---|
| (2) | 320/74 | 24/07/74 | 54 WAIG 858 |
| Cl. | 203/77 | 01/07/77 | 57 WAIG 898 |
| (4) | 536/86 | 01/09/86 | 66 WAIG 1688 |
| Wording (4) | 74/88 | 01/01/88 | 68 WAIG 1068 |
| Renum (5) as (6); Ins. (5) | 97/88 | 04/03/88 | 68 WAIG 777 |
| (4) | P6/89 | 07/07/89 | 69 WAIG 2705 |
| (4); Wording (5)(a)&(b) | 1560/90 | 01/07/90 | 70 WAIG 4018 |
| Wording (4)(c)&(d) | 1650/90 | 01/07/90 | 71 WAIG 71 |
| (6); Ins.(7),(8) & (9); | P10/1/91 | 17/01/92 | 72 WAIG 257 |
| (4)(c)&(d) | 660/92 | 01/07/92 | 72 WAIG 1546 |
| (2) | P10A/91 | 31/07/92 | 72 WAIG 2031 |
| Renum. Cl. | P10B/91 | 12/03/93 | 73 WAIG 1521 |

**18. Overtime**

| | | | |
|---|---|---|---|
| Corr. P10B/93 Op.Date | | | |
| now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |
| (2)(a); (7)(c); Ins.(10) | P10(3)/91 | 01/06/93 | 73 WAIG 2048 |
| (4)(c) & (d) | 949/93 | 01/07/93 | 73 WAIG 2052 |
| (4)(c)(ii)(iii) & (4)(d) ) Corr, | 793/95 | 02/07/95 | 75 WAIG 2397 |

| | | | |
|---|---|---|---|
| (4)(c)&(d) | 1026/96 | 01/07/96 | 76 WAIG 4285 |
| (20. Extra Payment for Weekend and Other Duty) | | | |
| Cl. | 807/74 | 15/07/74 | 54 WAIG 860 |
| Cl. | 1226/75 | 15/08/75 | 55 WAIG 1733 |
| Cl. | 62(93)/76 | 15/08/76 | 56 WAIG 1422 |
| Cl. | 203/77 | 01/07/77 | 57 WAIG 898 |
| Cl. | 589/79 | 21/05/80 | 60 WAIG 1246 |
| Cl. | 152/82(Int) | 26/03/82 | 62 WAIG 706 |
| Cl. | 152/82 | 01/07/82 | 62 WAIG 2274 |
| Cl. | 297/83 | 26/01/84 | 64 WAIG 470 |
| Cl. | 206/86 | 03/07/86 | 66 WAIG 1223 |
| Cl. | 756/87 | 01/03/88 | 68 WAIG 539 |
| Cl. | 97/88 | 04/03/88 | 68 WAIG 777 |
| (1) | 570/88 | 15/09/88 | 68 WAIG 2982 |
| Cl. | 2284/89 | 29/09/89 | 69 WAIG 3355 |
| (1) | P27/90(R2) | 17/05/90 | 70 WAIG 2187 |
| Wording (1); (2) | 1560/90 | 01/07/90 | 70 WAIG 4018 |
| (l) | 945/91 | 12/07/91 | 71 WAIG 2074 |
| (1) | P10/91 | 19/09/91 | 71 WAIG 2538 |
| Cl. | 1612/91 | 02/12/91 | 72 WAIG 91 |
| (1);(2); & (3); | P10/1/91 | 17/01/92 | 72 WAIG 257 |
| Del. Cl. | P10A/91 | 31/07/92 | 72 WAIG 2031 |
| (20. Shift Penalties) | | | |
| Ins. Cl. | P10A/91 | 31/07/92 | 72 WAIG 2031 |

| | | | |
|---|---|---|---|
| Renum. Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |

**19. Shift Penalties**

| | | | |
|---|---|---|---|
| (1) | P10B/91 | 12/03/93 | 73 WAIG 1279 |
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |

(21. Annual Leave)

| | | | |
|---|---|---|---|
| Ins. (2)(c)&(d) | 320/74 | 24/07/74 | 54 WAIG 858 |
| Ins. (1)(c) | 203/77 | 01/07/77 | 57 WAIG 898 |
| (1)(c) | 679/85 | 01/01/87 | 67 WAIG 486 |
| (2)(a); Del. (2)(b); Renum (2)(c)&(d) as (b)&(c) | 1478/87 | 04/03/88 | 68 WAIG 776 |
| Ins. (4) | 97/88 | 04/03/88 | 68 WAIG 777 |
| (1)(c) | P27/90(R2) | 17/05/90 | 70 WAIG 2187 |
| (1)(c); (2); (4); Ins. (5) & (6) | P10/1/91 | 17/01/92 | 72 WAIG 257 |
| Renum. Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |

**20. Annual Leave**

| | | | |
|---|---|---|---|
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |
| (1) | 363/94 | 18/11/94 | 76 WAIG 911 |

(22. Police Youth Clubs)

| | | | |
|---|---|---|---|
| Cl. | 203/77 | 01/07/77 | 57 WAIG 898 |
| Cl. | 283/78(Int) | 02/10/78 | 58 WAIG 1550 |
| Cl. | 283/78 | 28/11/79 | 60 WAIG 123 |
| Cl. | 694/86 | 01/07/86 | 66 WAIG 1687 |
| Wording (1)&(2); Del. (3) | 1560/90 | 05/04/90 | 70 WAIG 4018 |
| (1)&(2); Ins. (3) | P10/1/91 | 17/01/92 | 72 WAIG 257 |
| Cl. | P10A/91 | 31/07/92 | 72 WAIG 2031 |

| | | | |
|---|---|---|---|
| Del. Cl. | P10B/91 | 12/03/93 | 73 WAIG 1521 |
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |

(23. Board of Reference)

| | | | |
|---|---|---|---|
| Del. Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |

(24. Fares while Travelling)

| | | | |
|---|---|---|---|
| Renum. Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |

**21. Fares while Travelling**

| | | | |
|---|---|---|---|
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |

(25. Long Service Leave)

| | | | |
|---|---|---|---|
| (1) | 203/77 | 01/07/77 | 57 WAIG 898 |
| Renum (2)-(6) as (3)-(7); Ins. (2) | 283/78 | 28/11/79 | 60 WAIG 123 |
| Ins. (8),(9) & (10) | 97/88 | 04/03/88 | 68 WAIG 777 |
| Del. (7); Renum (8)-(10) as (7),(8) & (9) | 1564/87 | 01/11/88 | 68 WAIG 2731 |
| Cl. | P10/1/91 | 17/01/92 | 72 WAIG 257 |
| Renum. Cl. | P10B/91 | 09/03/93 | 73 WAIG 1279 |

**22. Long Service Leave**

| | | | |
|---|---|---|---|
| Ins. (3)(e) | P10B/91 | 12/03/93 | 73 WAIG 1279 |
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |
| Ins. (15)(c) | P10(3)/91 | 01/06/93 | 73 WAIG 2048 |

(26. Vacancies to be Advertised)

| | | | |
|---|---|---|---|
| Renum. Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |

(23. Vacancies to be Advertised)

| | | | |
|---|---|---|---|
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |

| | | | |
|---|---|---|---|
| Del. Cl. | P10(3)/91 | 01/06/93 | 73 WAIG 2048 |

**23. Advertising of Vacancies**

| | | | |
|---|---|---|---|
| Ins. Cl. | P10(3)/91 | 01/06/93 | 73 WAIG 2048 |

(27. Sanitary and Water Rates)

| | | | |
|---|---|---|---|
| Renum. Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |

**24. Sanitary and Water Rates**

| | | | |
|---|---|---|---|
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |

(28. Typewriters)

| | | | |
|---|---|---|---|
| Cl. | 243/88 | 01/07/88 | 69 WAIG 2706 |
| Renum. Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |

**25. Typewriters**

| | | | |
|---|---|---|---|
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |

(29. Torches)

| | | | |
|---|---|---|---|
| Renum. Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |

**26. Torches**

| | | | |
|---|---|---|---|
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |

(30. Posting of Award)

| | | | |
|---|---|---|---|
| Renum. Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |

**27. Posting of Award**

| | | | |
|---|---|---|---|
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |

(31. Maternity Leave)

| | | | |
|---|---|---|---|
| Ins. Cl. | 203/77 | 01/07/77 | 57 WAIG 898 |

| | | | |
|---|---|---|---|
| Renum. Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |

**28. Maternity Leave**

| | | | |
|---|---|---|---|
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |

(32. Air Conditioned Vehicles)

| | | | |
|---|---|---|---|
| Ins. Cl. | 283/78 | 28/11/79 | 60 WAIG 123 |
| Renum. Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |

**29. Air Conditioned Vehicles**

| | | | |
|---|---|---|---|
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |

(33. Disturbance Allowance)

| | | | |
|---|---|---|---|
| Ins. Cl. | 705/83 | 18/11/83 | 64 WAIG 92 |
| Renum. Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |

**30. Disturbance Allowance**

| | | | |
|---|---|---|---|
| Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |

(34. Effect of 38 Hour Week)

| | | | |
|---|---|---|---|
| Ins. Cl. | 679/85 | 01/01/87 | 67 WAIG 486 |
| Del. Cl. | P27/90(R2) | 17/05/90 | 70 WAIG 2187 |

(35. Introduction of Change)

| | | | |
|---|---|---|---|
| Ins. Cl. | 1271/86 | 11/02/87 | 67 WAIG 274 |
| Renum as Cl. 34 | P27/90(R2) | 17/05/90 | 70 WAIG 2187 |

(34. Introduction of Change)

| | | | |
|---|---|---|---|
| Renum. Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |

**31. Introduction of Change**

| | | | |
|---|---|---|---|
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |

(36. Property Allowances)

| | | | |
|---|---|---|---|
| Ins. Cl. | 323/87 | 23/09/87 | 67 WAIG 1800 |
| Renum as Cl. 35 | P27/90(R2) | 17/05/90 | 70 WAIG 2187 |

(35. Property Allowances)

| | | | |
|---|---|---|---|
| Renum. Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |

**32. Property Allowances**

| | | | |
|---|---|---|---|
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |

(37. On Call Allowance)

| | | | |
|---|---|---|---|
| Ins. Cl. | 1221/87 | 19/11/87 | 68 WAIG 260 |
| Renum as Cl. 36 | P27/90(R2) | 17/05/90 | 70 WAIG 2187 |

(36. On Call Allowance)

| | | | |
|---|---|---|---|
| Renum. Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |

**33. On Call Allowance**

| | | | |
|---|---|---|---|
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |

(38. Camping Allowance)

| | | | |
|---|---|---|---|
| Ins. Cl. | 97/88 | 04/03/88 | 68 WAIG 777 |
| (3),(4) | 418/88 | 04/03/88 | 69 WAIG 2449 |
| (3),(4) | 1459/88 | 01/09/88 | 69 WAIG 1091 |
| (3),(4) | 850/89 | 07/07/89 | 69 WAIG 2450 |
| (3),(4) | 606/90 | 01/09/89 | 70 WAIG 1752 |
| Renum as Cl. 37 | P27/90(R2) | 17/05/90 | 70 WAIG 2187 |

(37. Camping Allowance)

| | | | |
|---|---|---|---|
| (3),(4) | 1560/90 | 01/07/90 | 70 WAIG 4018 |
| Del. (2)(l) | P10/1/91 | 17/01/92 | 72 WAIG 257 |

| | | | |
|---|---|---|---|
| (3); (4). | 144/92 | 01/07/91 | 72 WAIG 776 |
| (3), (4). | P34/92 | 01/07/92 | 73 WAIG 299 |
| Renum. Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |

**34. Camping Allowance**

| | | | |
|---|---|---|---|
| Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |
| Sch. | 1050/93 | 01/07/93 | 73 WAIG 2976 |
| Sch. | 632/94 | 01/07/94 | 74 WAIG 2712 |
| Sch | 793/95 | 01/07/95 | 75 WAIG 2795 |
| Schedule | 1047/96 | 01/07/96 | 76 WAIG 4659 |

(38. Establishment of Consultative Mechanisms)

| | | | |
|---|---|---|---|
| Ins. cl. | 945/91 | 12/07/91 | 71 WAIG 2074 |
| Renum. Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |

**35. Establishment of Consultative Mechanisms**

| | | | |
|---|---|---|---|
| Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |

(39. Award Modernisation)

| | | | |
|---|---|---|---|
| Ins. cl. | 945/91 | 12/07/91 | 71 WAIG 2074 |
| Renum. Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |

**36. Award Modernisation**

| | | | |
|---|---|---|---|
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |

(40. Adjustment of Reimbursement Allowances)

| | | | |
|---|---|---|---|
| Ins. cl. | P10/1/91 | 17/01/92 | 72 WAIG 257 |
| Renum. Cl. | P10B/91 | 12/03/93 | 73 WAIG 1279 |

**37. Adjustment of Reimbursement Allowances**

| | | | |
|---|---|---|---|
| Corr. P10B/93 Op.Date now Op. from 12/03/93 | P10(3)/91 | 20/05/93 | 73 WAIG 1521 |

38. Entitlement to Leave and Allowances Through Illness or Injury

| | | | |
|---|---|---|---|
| Ins. Cl. | 363/94 | 18/11/94 | 76 WAIG 46 |

39. Medical and Hospital Expenses through Illness or Injury Resulting From Duties

| | | | |
|---|---|---|---|
| Ins. Cl. | 363/94 | 18/11/94 | 76 WAIG 46 |

40. Medical and Pharmaceutical Expenses

| | | | |
|---|---|---|---|
| Ins. Cl. | 363/94 | 18/11/94 | 76 WAIG 46 |

41. Retirement, Removal or Death of an Employee

| | | | |
|---|---|---|---|
| Ins. Cl. | 363/94 | 18/11/94 | 76 WAIG 46 |

(38. Named Parties)

| | | | |
|---|---|---|---|
| Ins. Cl. | 353/93 | 29/06/93 | 73 WAIG 1949 |
| Renum. As Cl. 42 | 363/94 | 18/11/94 | 76 WAIG 46 |

42. Named Parties

EDIT NOTE

Consolidation award reflects Orders held on file by Commission. However, due to inaccuracies in some orders the true intention of the parties may not be reflected throughout the whole of the award. The errors encountered are as follows:

1. Clause 13 - Allowance for Use of Employee's Own Vehicle

Order 386/78 renamed this cl (previously Mileage Allowance) in the arrangements cl but not in the body of the award. Subsequent orders refer to new title.

2. Clause 21 - Fares While Travelling

Appears in the arrangement cl as "Fares While Travelling" but appears in body of award as "Fares Whilst Travelling".
(Ins by Original Order.)