The Police Award 1965

1. - TITLE

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

1B. - MINIMUM ADULT AWARD WAGE

(1) No adult employee 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 adult employees is $504.40 per week payable on and from 7 July 2006.

(3) The minimum adult award wage is deemed to include all arbitrated safety net adjustments from State Wage Case decisions.

(4) Unless otherwise provided in this clause adults 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) Juniors shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.

(6)

(a) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate.

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

(7) 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.

(8) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for adult employees payable under the 2006 General Order Wage Case Decision. Any increase arising from the insertion of the adult 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 adult minimum wage.

(9) Adult Apprentices

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

(b) The rate paid in paragraph (a) above is payable on superannuation and during any period of paid leave prescribed by this Award.

(c) 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.

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

2. - ARRANGEMENT

1. Title
1B. Minimum Adult Award Wage
2. Arrangement
3. Term
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36. Award Modernisation
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38. Entitlement to Leave and Allowances through Illness or Injury.
39. Medical and Hospital Expenses through Illness or Injury resulting from Duties.
40. Medical and Pharmaceutical Expenses.
41. Retirement, Removal or Death of an Employee.
42. Named Parties

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 except those whose salaries are recommended or determined pursuant to the Salaries and Allowances Act 1975 and shall operate over the whole of the State.

5. - DEFINITIONS

"Camp of a Permanent Nature" for the purpose of Clause 34. - Camping Allowances 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 34. - 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 but does not include the Criminal Investigation Branch.

"Commissioned Officer" means an employee appointed as such under the provisions of the Police Act or Police Regulations or acting as such.

"Commissioner" means the Commissioner of Police appointed pursuant to the provisions of the Police Act.

"Country Resident Officer in Charge" means an employee in charge of a police station outside the metropolitan area who is required to occupy departmental quarters attached or adjacent thereto or an employee relieving in such position. For the purposes of this definition Rottnest Island is considered outside the metropolitan area.

"De-facto Spouse" means a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona-fide domestic basis, although not legally married to the employee.

“dentist” has the same meaning as it has in the Dental Act 1939.

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

(a) spouse, including de-facto spouse;

(b) child/children; or

(c) other dependent family;

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

"Dependant" in relation to an employee (for the purpose of District Allowance) means -

(a) spouse; or

(b) where there is no spouse, a child or any other relative resident within the State who rely on the employee for their main support;

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

"Detective" means an employee who has been appointed as a detective who is attached to the Criminal Investigations Branch and includes a commissioned officer so attached.

"Distance Rate" means the rate per kilometre applicable in the North West of the State that is prescribed by the Award under Clause 13 - Allowance for use of Employee's Own Vehicle as payment to an employee for the use by the employee of the employee's vehicle for the performance of police duties.

"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, spouse 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 34. - 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 Manager of the Occupational Health, Safety and Welfare Unit of the Department.

"medical practitioner" has the same meaning as it has in the Medical Act 1894.

"Medicare benefits" has the same meaning as it has in the Health Insurance Act 1973 of the Parliament of the Commonwealth.

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

"Metropolitan Resident Officer in Charge" means an employee in charge of a police station in the metropolitan area who is required to occupy departmental quarters attached or adjacent thereto 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 allowances -

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

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

(c) "South West Land Division" means the south west land division as defined by section 28 of the Land Act, 1933-1972 excluding the metropolitan area and the south west land division.

(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 Resident 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 Resident Officer in Charge.

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

"Partial Dependant" in relation to an employee (for the purpose of district allowance) means -

(a) a spouse; or

(b) where there is no spouse, a child or any other relative resident within the State who rely on the employee for their main support;

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

“pharmaceutical chemist” has the same meaning as it has in the Pharmacy Act 1964.

"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.

"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, 96FM Sky Show, Bindoon Rock Festival, 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 Sate within the meaning of section 39(2) of the Police Act 1892.

"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 Minister.

"Spouse" means an employee's spouse including de-facto spouse.

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

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.

	Existing Salary$	Arbitrated Safety Net Adjustment$	Total Annual Salary$
(a) **Commissioned Officer Ranks**			
Commander	73307	8607	81914
Chief Superintendent	71551	8607	80158
Superintendent	64688	8607	73295
Inspector - Base Rate	57047	8607	65654
(b) **Sergeant Ranks**			
Senior Sergeant (Country Resident OIC) Base Rate	48192	8607	56799
Senior Sergeant	46192	8607	54799
Sergeant (Country Resident OIC) Base Rate	42500	8607	51107
Sergeant	40500	8607	49107
(c) **Other Ranks**			
Senior Constable (Country Resident OIC) Base Rate	38500	8607	47107
Senior Constable	36500	8607	45107
First Class Constable	34000	8607	42607
Constable			
5th year of service & thereafter	31900	8712	40612
4th year of service	31000	8712	39712
3rd year of service	30100	8712	38812
2nd year of service	29000	8712	37712
1st year of service	29000	8712	37712
Recruit in Training	25000	8608	33608

(d) 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 (6) 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			
2 years service but less than 4 years	-	$582	per annum
Category B			
4 years service but less than 6 years	-	$1246	per annum
Category C			
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.

(e) 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.

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

Category A	$600	per annum
Category B	$1285	per annum
Category C	$2201	per annum.

(g) 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.

	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

(h) Hours worked in excess of forty (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 total annual salary shall be multiplied by 12 and divided by 313.

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

(c) For the purpose of ascertaining the rate per hour the annual salary prescribed in subclause (1) of this clause shall be divided by three hundred and thirteen (313), multiplied by twelve (12) and divided by eighty (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 Minister 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 (2) 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:

$$\frac{\text{Hours worked per fortnight}}{80} \times \frac{\text{Full-time fortnightly salary}}{1}$$

(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 eighty (80).

7. - HIGHER DUTIES

Where any permanent position occupied by an employee of defined rank becomes temporarily vacant and an employee whose ordinary rate of pay is lower than the minimum rate applicable to the vacant position is instructed to act in the vacant position, for a period of five (5) consecutive working days or more, a higher duties allowance will be paid in the following circumstances.

(1) Where the employee is instructed to perform the duties and accepts the responsibility of the higher position he/she shall be paid an allowance equal to the difference between the employee's own salary and the salary the employee would receive if he/she was permanently appointed to the position in which he/she is so directed to act.

(2) Five consecutive working days shall be deemed not to have been broken by rostered days off if the employee returns to act in the higher position on recommencement after days off.

8. - DISTRICT ALLOWANCES

District allowances shall be paid in accordance with the scale in force from time to time in the Public Service of Western Australia.

9. - RISK OF INFECTION

An employee engaged in escorting persons suffering from leprosy shall be paid a special allowance of two dollars per day or part thereof whilst actually engaged in escorting such persons.

10. - TRAVELLING ALLOWANCES

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 the Schedule attached hereto.

(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 the Schedule attached hereto.

(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 the Schedule attached hereto.

(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 the Schedule attached hereto 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 the Schedule attached hereto.

(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 twenty four (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 the Schedule attached hereto, 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 the Schedule attached hereto.

(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 forty (40) minutes in the case of an eight (8) hour shift and on a pro rata basis where an ordinary hours shift of other than eight (8) 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 (8) hours.

For an ordinary hours shift only one (1) 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 a resident officer in charge or commissioned officers;

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

(bb) for each further five (5) 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 (5) 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 the Schedule attached hereto.

(8) In addition to the rates contained in the Schedule attached hereto 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 or this award and the employee continues to incur accommodation, meal and incidental expenses.

(11) Reimbursement claims for travelling in excess of fourteen days (14) in one (1) month shall not be passed for payment by a certifying officer unless the Commissioner or his 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 the Schedule attached hereto 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 the Schedule attached hereto;

(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 the Schedule attached hereto.

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 (8) hour shift.

(13) An employee travelling on an aircraft (fixed or rotary wing) which travels outside a radius of fifty (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 (4) 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 the Schedule attached hereto 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 the Schedule attached hereto does not cover an employee's reasonable expenses for a whole trip the employee shall be reimbursed the excess expenditure.

SCHEDULE OF TRAVELLING ALLOWANCES

ITEM		DAILY RATE$
ALLOWANCE TO MEET INCIDENTAL EXPENSES		
1	WA - South of 26 degrees South Latitude	8.40
2	WA - North of 26 degrees South Latitude	9.55
3	Interstate	9.55
ACCOMMODATION INVOLVING AN OVERNIGHT STAY AT A HOTEL, MOTEL OR ROADHOUSE		
4	WA - Metropolitan	149.55
5	Locality South of 26 degrees South Latitude	120.65
6	Locality North of 26 degrees South Latitude	
	Broome	191.30
	Carnarvon	120.60
	Dampier	138.55
	Derby	132.55
	Eucla	125.50
	Exmouth	142.55
	Fitzroy Crossing	158.80
	Gascoyne Junction	94.55
	Halls Creek	163.55
	Karratha	180.00
	Kununurra	157.55
	Marble Bar	119.55
	Newman	184.55
	Nullagine	106.50
	Onslow	95.55
	Pannawonica	120.55
	Paraburdoo	197.55
	Port Hedland	188.90

	Roebourne	86.55
	Sandfire	88.55
	Shark Bay	122.75
	South Hedland	188.90
	Tom Price	152.55
	Turkey Creek	93.55
	Wickham	129.55
	Wyndham	111.55
7	Interstate - Capital Cities	
	- Sydney	170.25
	- Melbourne	160.25
	- Others	151.40
8	Interstate - Other than Capital Cities	120.65

ACCOMMODATION INVOLVING AN OVERNIGHT STAY AT OTHER THAN A HOTEL, MOTEL OR ROADHOUSE

9	WA - South of 26 degrees South Latitude	53.10
10	WA - North of 26 degrees South Latitude	60.30
11	Interstate	60.30

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

12	WA - South of 26 degrees South Latitude	
	Breakfast	10.15
	Lunch	10.15
	Dinner	24.40
	Supper	14.90
13	WA - North of 26 degrees South Latitude	
	Breakfast	11.50
	Lunch	14.40
	Dinner	24.90
	Supper	16.95
14	Interstate	
	Breakfast	11.50
	Lunch	14.40
	Dinner	24.90

MIDDAY MEAL

15	Rate per meal	4.40
16	Maximum reimbursement per pay period	22.00

DEDUCTION FOR NORMAL LIVING EXPENSES

17	Each Adult	18.25
18	Each Child	3.15

ACCELERATED DEPRECIATION AND EXTRA WEAR AND TEAR ON FURNITURE AND EFFECTS

19	Accelerated Depreciation	477.00
20	Value of Goods	2854.00

11. - RELIEVING ALLOWANCES

(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 the Schedule attached hereto;

(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 forty nine (49) days after arrival at the new locality reimbursement shall be in accordance with the appropriate rate prescribed by Items 1 to 4 of the Schedule attached hereto;

(ii) for the period in excess of forty nine (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 forty two (42) days without the approval of the Commissioner;

(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 34. - Camping Allowance of this award the employee shall be reimbursed in accordance with Item 8 of the Schedule attached hereto.

(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 the Schedule attached hereto.

(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 13. - Allowance for use of Employee's Own Vehicle. 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 10. - Travelling Allowances or Clause 34. - Camping Allowance shall not operate concurrently with the provisions of this clause so as to permit an employee to be paid more than one (1) 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 paragraph (b) or paragraph (c) 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, shall be reimbursed the amount of additional fares paid by the employee in travelling by public transport to and from the place of temporary duty. Provided that reimbursement shall not exceed fifty (50) cents per day without the approval of the Commissioner.

(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.

SCHEDULE OF RELIEVING ALLOWANCES

(a) HOTEL/MOTEL/ROADHOUSE

	RATE PER DAY		ITEM
	(i) WA Metropolitan$	(ii) Locality South of 26 degrees South Latitude$	
First forty-nine days after arrival at new locality:	149.55	120.65	1
Period of relief in excess of forty-nine days:			
(a) Employee with dependants	74.75	60.35	2
(b) Employee without dependants	49.80	40.20	3

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

TOWN	ITEM 4	ITEM 5	ITEM 6
	First 49 days after arrival at new locality $	Period of Relief in excess of 49 days	
		EMPLOYEE WITH DEPENDANTS$	EMPLOYEE WITHOUT DEPENDANTS$
Broome	191.30	95.65	63.70
Carnarvon	120.60	60.30	40.15
Dampier	138.55	69.25	46.15
Derby	132.55	66.25	44.15
Eucla	125.50	62.75	41.80
Exmouth	142.55	71.25	47.45
Fitzroy Crossing	158.80	79.40	52.90
Gascoyne Junction	94.55	47.25	31.50
Halls Creek	163.55	81.75	54.45
Karratha	180.00	90.00	59.95
Kununurra	157.55	78.75	52.45
Marble Bar	119.55	59.75	39.80
Newman	184.55	92.25	61.45
Nullagine	106.50	53.25	35.45

Onslow	95.55	47.75	31.80
Pannawonica	120.55	60.25	40.15
Paraburdoo	197.55	98.75	65.80
Port Hedland	188.90	94.45	62.90
Roebourne	86.55	43.25	28.80
Sandfire	88.55	44.25	29.50
Shark Bay	122.75	61.35	40.85
South Hedland	188.90	94.45	62.90
Tom Price	152.55	76.25	50.80
Turkey Creek	93.55	46.75	31.15
Wickham	129.55	64.75	43.15
Wyndham	111.55	55.75	37.15

(iv) INTERSTATE

Capital Cities -			
-Sydney	170.25	85.15	56.70
-Melbourne	160.25	80.15	53.35
-Others	151.40	75.70	50.40

(v) INTERSTATE

Other Than Capital Cities -	120.65	60.35	40.20

	RATE PER DAY$	ITEM
(b) Incidental expenses:		
		7
South of 26 degrees South Latitude	8.40	
North of 26 degrees South Latitude	9.55	
Interstate	9.55	

(c) Other Than Hotel or Motel:		
		8
South of 26 degrees South Latitude	53.10	
North of 26 degrees South Latitude	60.30	
Interstate	60.30	

(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	10.15	
Lunch	10.15	
Dinner	24.40	
North of 26 degrees South Latitude		10
Breakfast	11.50	

Lunch	14.40	
Dinner	24.90	
Interstate		11
Breakfast	11.50	
Lunch	14.40	
Dinner	24.90	

12. - TRANSFER ALLOWANCES

(1) Employees transferred from one headquarters to another -

(a) in the public interest; or

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

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

shall, if the transfer necessitates a change in the place of residence of the employee, be paid allowances in accordance with the following provision 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 10. - Travelling Allowances 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 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 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 the travelling allowance schedule 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 seventy-seven (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 the schedule attached to Clause 10. - Travelling Allowances 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 Commission is satisfied that the value of household furniture, effects and appliances moved by the employee

is at least that prescribed in Item 20 of the schedule attached to Clause 10. - Travelling Allowances 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 (1) of Clause 14. - 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 as husband and wife 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 the schedule attached to Clause 10. - Travelling Allowances of this award.

(10) (a) Subject to paragraph (b) of this subclause, 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 13. - Allowance for use of Employee's Own Vehicle of this award.

(b) (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 spouse and dependant children by public conveyance which otherwise would be utilised for such journey; and

(iii) where the employee's spouse 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 30. - 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.

13. - ALLOWANCE FOR USE OF EMPLOYEE’S OWN VEHICLE

(1) An employee who is authorised to receive a car hire allowance because he is required to place his car at the disposal of the Police Department for the performance of normal police duties, shall be paid an allowance of ten dollars per month for each calendar month he is so required.

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

Area and Details	Engine Displacement(in Cubic Centimetres)		
Rate per Kilometre	Over2600ccto 2600cc	Over1600cc	1600cc& Under
Metropolitan Area	49.4	43.5	37.9
South West Land Division	50.5	44.6	38.9
North of 23.5 ° South Latitude	56.2	50.0	43.5
Rest of the State	52.2	46.0	40.0

(b) An employee who is required to use his motor cycle for the performance of Police Duties shall be paid an allowance of 17.1 cents per kilometre necessarily travelled.

(c) Where vehicles are fitted with odometers registering in miles, the distance travelled must be converted in kilometres by multiplying the number of miles by 1.61.

14. - ADDITIONAL ALLOWANCES

(1) (a) Subject to the provisions of Clause 7. - 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 per annum $
Detectives, including Probationary Detectives and Members attached to Internal Affairs Unit, Internal Investigations Branch or Bureau of Criminal Intelligence Field Surveillance	1350
Members of the Gold Stealing Detection Staff who are not Detectives	1350
Members of the Protective Services and Counter Terrorist Intelligence Unit	1350
Members of the Liquor and Gaming Branch	1105
Sergeant in Charge, Mounted Police Section	480
Playing members, Police Pipe Band	350

(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 (8) 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 Member 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, he shall be paid one hundred and fifty five dollars per annum in lieu of quarters and if he is in a non commissioned officer or constable, one hundred and forty-five dollars 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 March 1, 1988.

(b) All employees stationed outside the metropolitan area, and who are not provided with quarters, shall be paid six hundred dollars 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 allowances at the rate of nine hundred dollars ($900) per annum.

(5) Each employee shall be paid a boot allowance of one hundred and forty dollars ($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.

15. - 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 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.

16. - PRISONERS RATIONS

(1) Where employees are called upon to issue rations to prisoners, the employee shall be allowed five dollars and twenty eight cents ($5.28) per meal at stations in the North West and Eucla and four dollars and seventy nine cents ($4.79) per meal at other stations.

(2) Where the actual and necessary expenditure for any meal exceeds the foregoing amount for reasons of an emergency, as determined by the Commissioner of Police, the Commissioner of Police shall determine an appropriate allowance to be paid for the period of that emergency.

17. - 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 19. - Overtime shall not apply.

In the event that cancellation of the sporting or other public event occurs within twelve (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 (2) hours pay at the ordinary rate of pay.

(2) (a) For each ordinary eight (8) hour day worked employees shall accrue twenty four (24) minutes to be taken as accrued paid time off. Such accrued paid time off shall accumulate to a maximum of ninety six (96) hours in each twelve 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 commissioner 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 (3) hours plus one (1) 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, places other than a centre, shifts of eight (8) continuous hours shall be worked as required by local conditions provided -

(i) where more than one (1) 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 of a station required to occupy departmental quarters attached or adjacent thereto 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 forty (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 twenty four 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 (8) 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 (8) consecutive hours off duty since the completion of his/her last ordinary shift is fatigued due to authorised overtime and there are four (4) 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 penalty, if appropriate, will be paid.

(iii) Where an employee who has not had at least eight (8) 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 (4) 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 penalty will not be paid.

(iv) Where the overtime incurred between ordinary shifts exceeds four (4) 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 penalty, 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 in accordance with the requirements of Clause 39. - Award Modernisation of this award.

(b) Such variation in shift arrangements may include any variation or combination of a minimum of six (6), and up to a maximum of ten (10) hour shifts and in excess of five (5) shifts in a week or forty (40) hours per week.

(c) Where shifts of other than eight (8) hours are worked, meal periods and commencement time of meal periods allowed under subclause (6) of this clause and shift penalties provided under subclause (3) of Clause 19. - Shift Penalties 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 thirty eight (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 (8) hours on any day or a total of less than thirty eight (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 (4) rostered weekends off duty over each period of twelve (12) weeks.

18. - 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 forty (40) hours in a week in the case of a Metropolitan Resident 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 Resident Officer in Charge; and

(iii) all time worked in excess of forty (40) hours in a week or eight (8) 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 Resident Officers in Charge and Metropolitan Resident Officers in Charge; and

(iv) all time worked in excess of thirty eight (38) hours in a week or eight (8) 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 (3) 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 18. - 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 his rostered hours of duty shall be paid the following minimum payments at overtime rates:

(a) on either of his 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 (2) hours' overtime in conjunction with a rostered shift, shall be allowed a meal break of thirty (30) minutes at the completion of the first two (2) hours' overtime;

(ii) an employee required to work a minimum of four (4) hours' overtime when recalled to work outside his/her rostered shift, but not continuous to a shift, shall be allowed a meal break of thirty (30) minutes within five (5) hours thirty (30) minutes of the overtime commencing.

In each instance, the employee shall be entitled to further meal breaks of thirty (30) minutes after each further five (5) 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 discretion 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 employer 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 fails to provide a meal and the employee certifies that he/she purchased a meal, six dollars and forty cents ($6.40) 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 six dollars and forty cents ($6.40) 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 an allowance of six dollars and forty cents ($6.40) 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 10. - Travelling Allowances, or Clause 11. - Relieving Allowances.

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

(a) Time and one half

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

(b) Double time

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

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

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

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

(c) The same procedure as contained in paragraph (a) and paragraph (b) of this subclause shall apply for each thirty (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 (8) hours each fortnight or an additional four (4) hours per week shall be worked on a regular basis in accordance with the following arrangements.

(a) The additional eight (8) hour shifts shall be rostered in advance and clearly shown on the roster.

(b) The allowance to be paid for the additional eight (8) hours actually worked is separate from any other overtime provided in this clause. The allowance shall be paid at the rate of thirteen (13) times the base hourly rate prescribed in paragraph (c) of subclause (2) of Clause 6. - Salaries.

(c) A Country Resident Officer in Charge who has no fixed daily hours shall be paid the allowance for working an additional four (4) 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 Resident Officers in Charge except where the overtime is worked on weekly leave days and on operational duties as defined.

19. - SHIFT PENALTIES

(1) Employees (other than commissioned officers), recruits in training and those working in excess of forty (40) hours in a week on a voluntary basis at sporting and other public events) shall be paid an allowance of $16.25 for each ordinary eight (8) 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 of a station required to occupy departmental quarters attached or adjacent thereto or an employee relieving in such a position or who are working in excess of forty (40) hours in a week on a voluntary basis at sporting or other public events) who work shifts of other than eight (8) hours duration under the provisions of subclause (9) of Clause 18. - 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 (8) 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.

20. - ANNUAL LEAVE

(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 such employee stationed in the North West shall be granted an additional 7 days annual leave (including 2 rest days) on full pay for each year of service in the North West.

(b) An employee when stationed in the North West who desires to commence leave in the South shall not commence such leave until after arrival in the metropolitan area.

(c) The following travelling concessions apply to and in relation to an employee stationed in a special area who for the employee's annual leave travels to Perth or other place outside the employee's sub-region which is approved of by the Commissioner -

(i) where public transport is used - free return passes to Perth or that other place on public transport for the employee and the employee's family.

(ii) where a private vehicle is used - the distance rate to that place so long as the amount so paid does not exceed the cost of free passes granted under paragraph (i);

(iii) where both public transport and a private vehicle are used - free return passes to that place in respect of the persons travelling by public transport and the distance rate to that place payable under paragraph (ii) so long as the amount so paid does not exceed the cost of providing the persons travelling by private vehicle with a free return pass granted under paragraph (i).

(d) With mutual consent of the Commissioner and the employee annual leave may be taken in more than one period. Such periods to be not less than 14 days.

(e) The travelling concession payable under this subclause is payable only in respect of an employee -

(i) who has completed 12 months' service in the special area; or

(ii) if the employee has not completed 12 months' service in the special area before the employee proceeds on annual leave, the employee does so on their return from annual leave before the employee again takes annual leave;

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

(f) An employee when stationed at headquarters situated more than 240kms from Perth City Railway Station and travelling to Perth during annual leave shall be allowed such additional leave as is reasonable and necessary to enable the employee to travel to Perth and return.

(g) To standardise the entitlement the following criteria is to be used -

(i) 24O kms to 5OO kms - half day travelling each way but taken as one additional day;

(ii) 5OO kms to 1OOO kms - one day’s travelling time each way;

(iii) In excess of 1OOO kms and north of the 26th parallel - two and one half day's each way, and all stations south of the 26th parallel but in excess of 1OOO kms be allowed the equivalent of a counterpart north of the 26th parallel.

(2) (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 (1) day added to his/her annual leave or at the option of the employee two (2) 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 (2) further days, a total entitlement of three (3) 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 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 (7) days 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.

(d) 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.

(3) A roster shall be posted for the information of employees showing the commencing and finishing date of annual leave.

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

$$\frac{\text{Hours worked per fortnight}}{80} \times \frac{\text{Full-time fortnightly salary}}{1}$$

(5) 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 (5) weeks annual leave. Provided that in no case shall the loading exceed the amount set out in the Australian Bureau of Census and Statistics publication for "Average Weekly Earnings per Male Employed Unit in W A" for the September quarter immediately preceding the date the leave became due.

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

21. - FARES WHILST TRAVELLING

(1) An employee when travelling on duty or on transfer by coastal boat or train (except when actually escorting prisoners) shall be provided with saloon accommodation on boat and 1st class accommodation on train. Similar accommodation shall be provided for the wife and family of an employee on transfer.

(2) When travelling overnight by train, 1st class sleeping accommodation shall be provided by the Department, if available, provided that when a sleeping berth is provided, the bed allowance will not apply.

22. - LONG SERVICE LEAVE

(1) (a) Employees whose continuous service does not exceed ten (10) years as at July 1, 1977 are entitled to thirteen (13) weeks long service leave:

(i) after a period of ten (10) years continuous service; and

(ii) after each further period of seven (7) years continuous service.

(b) Employees whose continuous service began before July 1, 1977 and who as at that date have at least ten (10) years continuous service but no more than twenty (20) years continuous service are entitled to long service leave calculated on the following basis:

(i) for each year of such continuous service after July 1, 1977 an amount of long service leave calculated of the basis of thirteen (13) weeks for ten (10) years continuous service; and

(ii) for each year of such continuous service after July 1, 1977, an amount of long service leave calculated on the basis of thirteen (13) weeks for seven (7) years continuous service, except that employees are not entitled to long service leave until their complete years of continuous service entitle them to thirteen (13) weeks long service leave.

(c) Employees whose continuous service began before July 1, 1977 and who as at that date have more than twenty (20) years continuous service are entitled to thirteen (13) weeks long service leave:

(i) after a period of ten (10) years' continuous service; and

(ii) after a further period of ten (10) years' continuous service; and

(iii) after each further period of seven (7) years' continuous service.

(2) Notwithstanding the foregoing provisions of this clause each employee shall, in addition to the entitlement thereby conferred, be entitled to one (1) days leave with pay for each year of continuous service completed on or before June 30, 1984.

(3) On and after July 1, 1984 each 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 (7) years continuous service with the employer shall be entitled to thirteen (13) weeks long service leave on full pay.

(b) For each subsequent period of seven (7) years' service an employee shall be entitled to an additional thirteen (13) weeks long service leave on full pay.

(c) A long service leave entitlement which fell due between July 1, 1984 and March 16, 1988 amounted to three (3) months. A long service leave entitlement which falls due on or after March 16, 1988 shall amount to thirteen (13) weeks.

Subject to the Commissioner's convenience and approval an employee may take the leave in not more than three (3) separate periods subject to the following -

- · in the case of long service leave which fell due between July 1, 1984 and March 16, 1988, the portion of long service leave shall be one complete month's entitlement or a multiple thereof;

- · in the case of long service leave which falls due on or after March 16, 1988, the portion of long service leave shall be not less than four (4) weeks entitlement and portions in excess of four (4) weeks shall be in multiples of one (1) week's entitlement and provided also that a minimum balance of long service leave of four (4) 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 (2) weeks during which an employee is absent on leave without pay or maternity leave, except where leave without pay is approved for the purpose of fulfulling an obligation by the Government of Western Australia to provide staff for a particular assignment external to the Public Sector of Western Australia;

(ii) any period during which an employee is taking long service leave entitlement or any portion thereof except in the case of subclause (12) of this clause when the period excised will equate to a full entitlement of thirteen (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 (4) 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 subclause (5) of this clause, or a deferred commencing date approved by the Commissioner pursuant to subclause (4) 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 subclauses (4) or (5) 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;

(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;

(viii) any service of the employee prior to attaining the age of eighteen (18) years.

(4) (a) Long service leave shall be taken at any time within six (6) 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 (6) years in exceptional circumstances. Provided further that such exceptional circumstances shall include retirement within seven (7) 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.

(5) (a) Employees having an entitlement to long service leave at March 1, 1988 are required to clear one full entitlement of long service leave before March 1, 1994.

(b) Employees having more than one (1) entitlement to long service leave at March 1, 1988 shall be required to clear one (1) full entitlement of long service leave by March 1, 1994 and a further full entitlement within each six (6) years thereafter, until the employees entitlement to long service leave has been cleared.

(c) Provided that the Commissioner may approve the deferment of the taking of long service leave beyond March 1, 1994 in exceptional circumstances. Provided further that such exceptional circumstances shall include retirement on or before March 1, 1995.

(6) (a) On the first working day of March in each year the Commissioner shall by notice in writing advise each relevant employee in the Department:

(i) of the amount of long service leave which the employee is then entitled under the provisions of this clause;

(ii) of the amount of long service leave to which the employee will become entitled at any time during the next succeeding twelve (12) months; and

(iii) the date by which the leave is required to be cleared pursuant to subclause (4) and subclause (5) of this clause.

(b) The notice referred to in paragraph (a) of this subclause shall require the employee to furnish to the Commissioner within one (1) month of the receipt of the notice, particulars of the dates between which the employee desires to take the long service or part thereof to which the employee is or will become entitled, and whether, to what extent and for what reasons the employee desires to defer the taking of the leave.

(7) 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 (3) 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 (3) 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 twelve (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 (3) 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 twelve (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.

(8) 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.

(9) (a) An employee who desires to be granted a period of long service leave shall give at least two (2) 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.

(10) Interstate:

(a) Where an employee was, immediately prior to being employed under the provisions of the Police Act, 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 (1) 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 who have been entitled up to the date of appointment under the provisions of the Police Act shall be calculated in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the 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 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 commenced more than one (1) week after ceasing the previous employment, the period in excess of one (1) 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 (3) years continuous service under this award; and

(ii) is entitled to thirteen (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 (3) 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 employees favour prior to the date on which the employee commenced employment under the provisions of the Police Act.

(e) Intrastate:

Where an employee was immediately prior to being employed under the provisions of the Police Act, an employee in:

(i) a department or sub-department of the Public Service established pursuant to the Public Service Act 1978;

(ii) a statutory authority listed in Schedule 1 of the Financial Administration and Audit Act 1985;

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

(iv) the Health Education Council; or

(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 does not exceed one (1) week, that employees shall be entitled to thirteen (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 determine 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, 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 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 commenced more than one (1) week after ceasing the previous employment, the period in excess of one (1) 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 provided the employees' former employer had given approval for the employee to accumulate the entitlement.

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

(12) (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.

(13) 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.

(14) 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 or residence or a hospital for a period of at least fourteen (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.

(15) (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 (1) day added to his/her long service leave or at the option of the employee, two (2) 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 (2) further days, a total entitlement of three (3) 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.

23. - ADVERTISING OF VACANCIES

Whenever any agreed identified position becomes vacant the Commissioner shall advertise such position.

24. - SANITARY AND WATER RATES

(1) Water rates shall be borne by the Department where an employee occupies quarters.

(2) An employee shall pay sanitary rates when the sanitary conveniences are solely for the private use of the employee and his family, otherwise these shall be paid by the Department.

25. - TYPEWRITERS

(1) An employee who obtains written permission to use their personal typewriter for departmental purposes shall be supplied by the Department with ribbons and associated consumables for the use of that machine.

(2) Whilst the machine continues to be used for departmental purposes the Department will be responsible for repairs or service as required except that repairs shall be limited to an amount equal to the cost of the machine or the depreciated value whichever is the lesser.

26. - TORCHES

An employee on afternoon or night relief shall be supplied with an efficient electric torch where necessary.

27. - POSTING OF AWARD

A copy of this award shall be posted up at each station.

28. - MATERNITY LEAVE

(1) A female police officer who has become pregnant, may, on application be granted permission by the Commissioner to be absent from duty for a period not exceeding twelve months.

(2) Every application made in accordance with subclause (1) of this clause shall be supported by the certificate of a duly qualified medical practitioner and such certificate shall indicate the expected date of confinement.

(3) The minimum period of absence from duty which may be granted to a female police officer in accordance with subclause (1) of this clause is a period commencing eight weeks before the expected date of her confinement and ending at the expiration of eight weeks from the day on which her pregnancy terminates.

(4) A female police officer who has made application under subclause (1) of this clause, may, at any time whilst she is absent from duty in accordance with this clause, make further application so as to extend or reduce the period referred to in the original application but so that the amended period complies with the requirements of subclauses (1) and (3) of this clause, and the Commissioner may vary his application in accordance with the amended application.

(5) Nothing contained in this clause prevents the grant of annual leave or long service leave to a female police officer in respect of the whole or any part of the period referred to in subclause (1) of this clause.

(6) Except by reasons of a grant of annual leave or long service leave with pay, a female police officer is not entitled to salary in respect of the period of absence from duty permitted in accordance with this clause.

(7) Absence of a female police officer which has been permitted in accordance with the provisions of this clause shall not be deemed absence by reason of illness for the purposes of Sick Leave under the Regulations and Standing Orders issued pursuant to the Police Act.

29. - AIR CONDITIONED VEHICLES

Where a vehicle is regularly used for patrol duty the vehicle shall be fitted with and continue to be fitted with an air conditioning unit in reasonable order.

The implementation of air conditioning in these vehicles shall be in accordance with the formula agreed to by the parties and approved by the Minister on May 14, 1979.

30. - DISTURBANCE ALLOWANCE

(1) An employee who is transferred in accordance with subclause (1) of Clause 12. - Transfer Allowances 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 (3) months.

31. - INTRODUCTION OF CHANGE

(1) Employer's duty to notify

(a) Where the employer 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 employer 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 employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and restructuring of jobs. Provided that where the award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

(2) Employer's duty to discuss change

(a) The employer shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in subclause (a) 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 employer to make the changes referred to in subclause (a) hereof.

(c) For the purposes of such discussion, the employer 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 employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interest.

32. - PROPERTY ALLOWANCES

(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 in accordance with the Solicitor's Remuneration Order, 1976 as amended and varied, duly paid to a solicitor or in lieu thereof, fees charged by a settlement agent for professional costs incurred in respect of the sale or purchase, the maximum fee to be claimed shall be as set out under item 8 of the above order.

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

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

(d) Stamp Duty.

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

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

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

"Locality" in relation to an officer means:-

(a) Within the metropolitan area, that area within a radius of fifty (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.

"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.

"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 of 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 he has no control, he shall be entitled to be paid a property allowance for reimbursement of expenses incurred by him -

(i) In the sale of a residence in his former locality, which at the date on which he received notice of his transfer to his new locality -

(aa) he owned and occupied; or

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

(cc) he was constructing for his 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 his 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 dwelling/house:-

(i) if the employee engaged an agent to sell the dwelling/house on his behalf - fifty percent of the amount of the commission paid to the agent in respect of the sale of the dwelling/house;

(ii) if the employee engaged a solicitor to act for him in connection with the sale of the dwelling/house - the amount of the professional costs and disbursements necessarily incurred and paid to the solicitor in respect of the sale of the dwelling/house;

(iii) if the land on which the dwelling/house 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;

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

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

(i) if the employee engaged a solicitor or settlement agent to act for him in connection with the purchase of the dwelling/house - 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 dwelling/house;

(ii) if the employee mortgaged the land on which the dwelling/house was erected in conjunction with the purchase of the dwelling/house, 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:

(iii) if the employee did not engage a solicitor or settlement agent to act for him 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 he is entitled to be paid a property allowance under subclause (2)(a)(i), provided that the

Commissioner of Police 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 new locality because of his transfer from his former locality.

(e) For the purpose of this Clause it is immaterial that the ownership, sale or purchase is -

(i) in the case of a married employee, solely or jointly or in common with -

(aa) his spouse,

(bb) a dependent relative, or

(cc) his spouse and a dependent relative, or

(ii) in the case of any other employee, solely or jointly or in common with a dependent relative living with him.

(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) - he shall be paid only the proportion of the expenses for which he 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 twelve months after the date on which he took up duty in his new locality, or

(bb) after the date on which he received notification that he was being transferred back to his 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 his own request or on account of misconduct.

33. - 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 19. - 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.

34. - 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 the Schedule attached hereto 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 the Schedule attached hereto 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; or

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

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

(iv) on Electronics Branch 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 the schedule attached hereto 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 18. - 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 Department free of charge, then the employee shall only be entitled to receive one half (1/2) 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 ninety one (91) consecutive days unless the Commissioner otherwise determines. Provided that where the provisions of Clause 10. - Travelling Allowances of this award are availed of then such periods shall be included for the purposes of determining the ninety one (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 10. - Travelling Allowances of this award.

(9) (a) This clause shall be read in conjunction with Clauses 10. - Travelling Allowances, Clause 11. - Relieving Allowances, and Clause 12. - Transfer Allowances 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 10. - Travelling Allowances 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 10. - Travelling Allowances 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 the Schedule attached hereto 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.

SCHEDULE OF CAMPING ALLOWANCES

South of 26 degrees South Latitude:

	RATE PER DAY $	ITEM
Permanent Camp - Cook provided by the Department	34.05	1
Permanent Camp - No Cook provided by the Department	41.75	2
Other Camping - Cook provided by the Department	49.45	3
Other Camping - No Cook provided by the Department	57.15	4
Camping beside or inside vehicle	75.20	5

North of 26 degrees South Latitude:

	RATE PER DAY $	ITEM
Permanent Camp - Cook provided by the Department	37.70	1
Permanent Camp - No Cook provided by the Department	45.35	2
Other Camping - Cook provided by the Department	53.05	3
Other Camping - No Cook provided by the Department	60.75	4
Camping beside or inside vehicle	104.85	5

35. - CONSULTATIVE AGREEMENT

(1) The parties to this award are committed to award modernisation and to improving the efficiency of the Police Force throughout Western Australia.

(2) To facilitate the outcomes as determined in subclause (1) of this clause, there shall be established a Consultative Committee with equitable representation of the Police Department and Union which will provide;

(a) for the continuation of the award restructuring process as determined, from time to time, by the Western Australian Industrial Relations Commission;

(b) a forum which will deal with ongoing claims for salary and conditions;

(c) the means which positive assistance can be given to enhancing the career opportunities and professional development of Police Officers within the Force throughout Western Australia.

(3) Liberty to apply is reserved in respect to any amendments, deletions or additions pertaining to the provisions of this clause.

36. - AWARD MODERNISATION

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

(2) In conjunction with testing the current Award structure the Union is prepared to discuss all matters raised by the employer for increased flexibility and efficiency. As such, any discussions with the employer must be premised on the understanding that:

(a) the majority of employees stationed in the section, station or branch must genuinely agree;

(b) no employee will lose income as a result of the change;

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

(d) the Union shall not unreasonably oppose any agreement;

(e) subject to the provision of this award, any agreement reached may require ratification by the Commission.

(3) Should an agreement be reached pursuant to subclause (2) hereof and that agreement requires an award variation, no party will oppose the award variation.

(4) There shall be no limitation on any award matter being raised for discussion.

37. - ADJUSTMENT OF REIMBURSEMENT ALLOWANCES

The rates of all allowances which are for reimbursement provided in the award shall be reviewed each year with any variations to have effect on and from July 1 each year.

38. - 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, and the certificate in its support shall be -

(c) submitted to the Manager.

(4) Subject to subclause (2) and to the compliance by the employee of subparagraphs (a), (b) and (c) 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 6 weeks; and

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

(7) In subclause (6) "family" means the spouse 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 40. - 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 4 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.

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

(1) Subject to the provisions contained within Clause 38. - Entitlement to Leave and Allowances Through Illness or injury of this Award, under subclause (8) (b), 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 suffered by the employee in the course of travel to or from a place of duty.

40. - MEDICAL AND PHARMACEUTICAL EXPENSES.

(1) Subject to the provisions contained within Clause 38. - Entitlement To Leave And Allowances Through Illness or Injury of this Award, under subparagraphs (a) and (b) of subclause (8), 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 pharmaceutical chemist on the prescription of a medical practitioner if the medicine was at the time of issue of the prescription specified in the Commonwealth Schedule of Pharmaceutical Benefits for Medical Practitioners.

(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.

41. - RETIREMENT, REMOVAL OR DEATH OF AN EMPLOYEE

(1) Retirement.

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

(b) Employee's of the Force other than the Commissioner, Deputy Commissioner and Assistant Commissioner shall retire on attaining the age of 6O years.

(c) The Deputy Commissioner and Assistant Commissioner shall retire on attaining the age of 62 years.

(2) Examination by Medical Board.

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

(b) The medical board referred to in subparagraph (a) shall consist of 3 legally qualified medical practitioners nominated by the person who holds or acts in the office of Commissioner of Health under the Health Act 1911.

(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 spouse 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 10. - Travelling Allowances and Clause 12. - Transfer Allowances 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 Minister may on the recommendation of the Commissioner 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;

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

42. - NAMED PARTIES

The names parties to this Award are The Western Australian Police Union of Workers, 73 Burswood Road, Victoria Park, 6100 and The Minister for Police, 13th Floor, Dumas House, 2 Havelock Street, West Perth, 6005.

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 1095Consolidated at 54 WAIG 78Consolidated 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

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 383940 & 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

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/Ord. (2)	793/95	02/07/95	75 WAIG 2797

C/O 793c (Clause 10. - reads vary Item's 1 and 2. Should read Item 2 and 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); Sched. 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	02/07/95	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 Ord,	793/95	02/07/95	76 WAIG 2795
(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
(1)	793c/95	02/07/95	75 WAIG 2397

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 Ord,	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 2395
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

The consolidation of this award reflects the Orders held on file by the 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 clause (previously Mileage Allowance) in the arrangements clause but not in the body of the award. Subsequent orders refer to the new title.

2. Clause 21 - Fares While Travelling

Appears in the arrangements clause as "Fares While Travelling" but appears in the body of the award as "Fares Whilst Travelling".

(Inserted by Original Order.)