

Victoria Police Workplace Agreement 2007

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1 GENERAL

1.1 Title

This Agreement shall be known as the *Victoria Police Workplace Agreement 2007 (Agreement)*.

1.2 The Parties

The Parties to the Agreement are:

1.2.1 the Chief Commissioner of Police, being a person who has for the purposes of Part 21 of the *Workplace Relations Act 1996 (Cth) (WR Act)* and section 3 of the *Commonwealth Powers (Industrial Relations) Act 1996 (Vic) (CPIR Act)*, been nominated by the Governor in Council as the employer of persons appointed under sections 8, 8A, 103 or 118B of the *Police Regulation Act 1958 (Vic) (PR Act) (Employer)*; and

1.2.2 the Police Federation of Australia (**PFA**).

1.3 Scope and Application

1.3.1 This Agreement applies to persons appointed under sections 8 (excluding Commanders), 8A, 103 or 118B of the PR Act who are defined by section 858 of the WR Act and section 3 of the CPIR Act as employees for the purposes of Part 21 of the WR Act (**Employees**).

1.3.2 This Agreement is intended to have effect as a workplace agreement under the WR Act only to the extent that the matters dealt within it are covered by the reference to the Parliament of the Commonwealth under the CPIR Act (**Reference**).

1.3.3 Where a provision of this Agreement deals with a matter that is not covered by the Reference:

(a) that provision will be deemed not to form, and never to have formed, part of this Agreement; and

(b) apart from that provision, this Agreement will have full force and effect under, and to the extent permitted by, the WR Act.

1.3.4 To the extent that the Agreement prescribes rights and obligations on the Employer, these rights and obligations can be exercised and discharged by an authorised delegate in accordance with the PR Act.

1.3.5 The provisions of this Agreement are not intended to override, impact on, detract from or otherwise alter the relationship between the Employer and Employees as regulated by the PR Act.

1.3.6 As required by section 870 of the WR Act, the basic periodic rate of pay (as defined in the WR Act) payable to an Employee subject to this Agreement must not be less than:

(a) the basic periodic rate of pay that would have been applicable to the Employee under the Australian Fair Pay and Conditions Standard if the Employee had not been subject to an award or this Agreement;
or

(b) if:

(i) paragraph (a) does not apply to the Employee; and

- (ii) the Employee is a junior Employee, an Employee with a disability, or an Employee to whom a training arrangement applies within the meaning of the WR Act;

the rate of pay specified in, or worked out in accordance with a method specified in regulations to the WR Act; or

- (c) if neither paragraph (a) nor (b) applies to the Employee, the standard federal minimum wage.

1.4 No Extra Claims

This Agreement represents settlement of the PFA claim on behalf of the Employees and the Victoria Police claim for the life of the Agreement.

1.5 Commencement Date of Agreement and Period of Operation

The Agreement commences operation on 28 October 2007 and has a nominal expiry date of 5 June 2011. **Schedules A, B, E and F** will operate from 6 October 2007.

1.6 Definitions

“Base Hourly Rate of Pay”	Means the applicable hourly rate that is calculated by deducting the Commuted Penalty Allowance referred to in clause 12.2 from the Ordinary Rate of Pay in Schedule A and dividing the result by 26.0893 and then by 76.
“Base Rate of Pay”	Means the applicable base annual remuneration that is calculated by deducting the Commuted Penalty Allowance referred to in clause 12.2 from the Ordinary Rate of Pay in Schedule A .
“Employee”	Means a person appointed, whether before or after lodgement of this Agreement, under sections 8 (other than those appointed to the rank of Commander), 8A, 103 or 118B of the PR Act, who are defined by section 858 of the WR Act and section 3 of the CPIR Act as employees for the purposes of Part 21 of the WR Act.
“Employer”	Means the person nominated by the Governor in Council as employer of members of “the force” as defined by the PR Act.
“Fortnight”	Means a working fortnight, a period of 14 consecutive days from Sunday to Saturday inclusive.
“Full Time Employee”	Means an Employee whose ordinary hours of work are an average of 80 per fortnight with 0.0463 of each hour of work performed granted as Accrued Time Off so that the Employee’s average hours of work over a 12 month period are 76 hours per fortnight.
“Full-Time Employee Entitled to 6 Weeks’ Leave”	Means an Employee as defined in clause 16.9 .
“Full Time Employee Entitled to 8 Weeks’ Leave”	Means an Employee as defined in clause 16.8 .
“Full-Time Employee Entitled to 9 Weeks’ Leave”	Means an Employee as defined in clause 16.7 .
“Irregular Part Time	Means an Employee whose rostered hours of work are an

Employee	average of less than 76 hours per fortnight and are not worked in accordance with a pre-established pattern.
“Month”	Means a calendar month.
“Officer”	Means a person appointed by the Employer to the rank of Inspector or above.
“Ordinary Hourly Rate of Pay”	Means the applicable hourly rate of pay that is calculated by dividing the Ordinary Rate of Pay (including the Commuted Penalty Allowance) in Schedule A by 26.0893 and then by 76.
“Ordinary Rate of Pay”	Means the applicable annual remuneration prescribed in Schedule A (including the Commuted Penalty Allowance as applicable).
“Overtime/Recall Rate 1”	For each hour, or part thereof, of time worked, an Employee must be paid at one and a half times the Employee’s Base Hourly Rate of Pay.
“Overtime/Recall Rate 2”	For each hour, or part thereof, of time worked, an Employee must be paid at twice the Employee’s Base Hourly Rate of Pay.
“Overtime/Recall Rate 3”	For each hour, or part thereof, of time worked, an Employee must be paid at two and a half times the Employee’s Base Hourly Rate of Pay.
“Part Time Employee”	Means a Regular Part Time Employee or an Irregular Part Time Employee.
“Part Time Employment Panel”	Means a panel consisting of Employer and Employee representatives that will consider, amongst other things, refusal of a request by an Employee to convert their position to part-time or vary their hours of work according to the clause 5.2.2 of this Agreement.
“Partner”	Means a spouse or domestic partner (of either gender) to whom the person is married, or to whom the person is not married but is cohabitating on a genuine domestic basis.
“Point of Accrual for Entitlements”	Means where an entitlement is first established under the prescribed conditions.
“Public Holidays”	Means Christmas Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Australia Day, Labour Day, Queen's Birthday, Boxing Day, New Year's Day and Melbourne Cup Day. When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December. When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December. When New Year’s Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday. Where the State of Victoria declares public holidays other than those above, those days will constitute additional

	holidays for the purpose of the Agreement.
“Recruit”	Means an Employee undergoing a Training Period at the Police Academy prior to commencing operational duties.
“Recruit Base Hourly Rate of Pay”	Means the applicable hourly rate for Recruits that is calculated by dividing the applicable Ordinary Rate of Pay in Schedule A by 26.0893 and then by 76.
“Recruit Base Rate of Pay”	Means the Ordinary Rate of Pay for Recruits prescribed in Schedule A (excluding Commuted Penalty Allowance).
“Regular Part Time Employee”	Means an Employee whose rostered hours of work are an average of less than 76 hours per 14 day period and worked in accordance with a pre-established pattern.
“Response Zone”	Means the area that a Police Station is responsible for.
“Sub-Officer”	Means Employees appointed to levels 3 and 4 as set out in Schedule A .
“Substantially Dependent Child”	Means a child under the age of 16 years, or a full-time student under the age of 25 years.
“Substantially Dependent Partner”	Means a Partner whose total income, including income in addition to salary and wages, is less than the applicable adult minimum wage rate as varied from time to time.
“Training Period”	Means time spent undergoing training as a recruit at the Police Academy prior to commencing operational duties.
“Victoria Police”	Means the organisation defined as “the force” in the PR Act.
“Weekend”	Means a period between midnight Friday and midnight Sunday.
“Year”	Means a calendar year.

2 ANTI-DISCRIMINATION

- (a) It is the intention of the parties to this Agreement to achieve the principal object in s3(m) of the WR Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, social origin or any other protected ground.
- (b) Accordingly, the parties must make every endeavour to ensure that the effect of the operation of any provision of this Agreement is not directly or indirectly discriminatory.
- (c) Nothing in this clause is to be taken to affect:
 - (i) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth or State anti-discrimination legislation;
 - (ii) an Employee, the Employer or the PFA pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
 - (iii) the exemption in section 659(3) of the WR Act;

- (iv) any other exemption granted by the relevant State or federal Tribunals.

3 PRODUCTIVITY MEASURES

- (a) Victoria Police and the PFA recognise that it is an organisational objective to increase the efficiency of police services provided to the community. To support this objective, Victoria Police and the Branch/TPA acknowledge the importance of a workplace agreement that facilitates effective and efficient service delivery, and provides an appropriate remuneration package for members.
- (b) The PFA commits to actively assist Victoria Police, within existing and future resources committed by the Government in the Labour Financial Statement, to the following:
 - (i) Reduction in crime of 10% per 100,000 of the population over the life of the agreement. This will include increases in detecting crime that result from proactive policing and programs which encourage reporting of, or specifically target, certain types of crime; and
 - (ii) Reduction in road fatalities by 1% per year, reduction in road injuries/hospitalisations by 1% per year and reduction in admissions of speeding by 2% over the life of the Agreement; and
 - (iii) Increase of 2% in proportion of lower court cases resulting in a guilty plea and increase of 2% in proportion of higher court cases resulting in a guilty finding over the life of the Agreement; and
 - (iv) Increase in general satisfaction with police by 2% over the life of the Agreement; and
 - (v) Increase in perceptions of safety by 2% over the life of the Agreement; and
 - (vi) Decrease in perceptions of crime problems of 2% over the life of the Agreement.
- (c) These commitments, in addition to increased service delivery, will ensure that Victoria Police has the capacity and capability to adapt and respond to community needs, thereby discharging its obligations to the community effectively and efficiently.

4 CONTRACT OF APPOINTMENT

4.1 Nature of Appointment

4.1.1 Subject to the PR Act (including the probationary periods specified in that Act), all Employees will be appointed on:

- (a) an ongoing basis: or
- (b) a fixed term basis.

4.2 Fixed Term Employment

4.2.1 The Employer will only offer fixed term employment to Employees who have previously been employed to perform police duties by Victoria Police and are registered by the Police Registration Board.

4.2.2 For the purposes of this **clause 4:**

“Fixed term employment” means a specified maximum term at the end of which the appointment ends, subject to earlier termination of the appointment in accordance with the PR Act.

- 4.2.3** The use of fixed term employment will not be for the purpose of undermining the job security or conditions of ongoing Employees.
- 4.2.4** Therefore, the use of fixed term employment in all areas covered by this Agreement is limited to:
- (a) replacement of staff proceeding on approved unpaid leave for a period of 6 months or more; or
 - (b) undertaking a specified task which is funded for a specified period; or
 - (c) filling a vacancy resulting from an Employee undertaking a specified task which is funded for a specified period; or
 - (d) filling a vacancy resulting from an Employee undertaking a temporary assignment or secondment for a period of 6 months or more.
- 4.2.5** In other than exceptional and unforeseen circumstances, fixed term employment shall be for a maximum of three years.
- 4.2.6** Fixed term positions will be advertised in the Police Gazette. Existing employees may apply for fixed term positions. Where an existing employee successfully applies for a fixed term position, he/she will resign from his/her current position on acceptance of the fixed term position.
- 4.2.7** Fixed term positions will be for the period specified in the advertisement subject to earlier termination in accordance with the PR Act.
- 4.2.8** Any contributions by the Employer under Superannuation Guarantee will be paid in accordance with relevant legislation to the Employee's ESS plan account.
- 4.2.9** Where an affected employee or their representative identifies a fixed term position that does not meet the criteria established in **clauses 4.2.3 and 4.2.4**, they will refer such a position to the Employer. If as a result of discussions, the status of the position cannot be resolved, then the matter shall be dealt with under **clause 19**, (Dispute Resolution), of this Agreement.

5 ORDINARY HOURS OF WORK

5.1 Ordinary Hours of Work

The ordinary hours of work for Employees are as follows:

5.1.1 Full Time Employees

Subject to **clause 5.2**, the ordinary hours of work of a Full Time Employee (excluding Recruits) will be 80 hours per fortnight with 0.0463 of each hour of work performed granted as Accrued Time Off so that the Employee's average hours of work over a 12 month period are 76 hours per fortnight. The Employer may require an Employee to work the Employee's ordinary hours of work according to a roster of shifts which may span across a range of unsociable and intrusive hours.

5.1.2 Recruits

The ordinary hours of work for a Recruit will be 76 hours per fortnight.

5.1.3 Part Time Employees

The ordinary hours of work of a Part Time Employee will be not more

than 76 hours per fortnight worked in accordance with **clause 5.2.2**.

5.2 Arrangement of Ordinary Hours of Work

The times of commencement and cessation and the days on which ordinary hours of work are to be worked by an Employee will be determined by the Employer in accordance with the following:

5.2.1 Full-Time Employees

(a) Rosters

(i) The ordinary hours of work will be eight hours per day except as provided for in **sub-clause (iv)**.

(ii) All rostered hours shall be worked continuously.

(iii) Rosters shall be 80 ordinary hours per fortnight and will be constructed to provide 4 rest days per fortnight.

(iv) Alterations to the roster pattern of a work area may be developed by the Employer in consultation with the affected Employees taking into account service delivery requirements, provision of flexibility to both the Employer and Employees, the ability for Employees to manage work/life balance and OH&S issues. The proposed roster pattern will be subject to the following provisions:

(A) The minimum number of rostered hours in any shift shall be 6 hours.

(B) The maximum number of rostered hours in any shift shall be 12 hours.

(C) Rosters must be designed to average 4 rest days per fortnight.

(D) Where the affected Employees agree, the proposed changes to the roster pattern may be trialled.

(E) A new roster pattern may only be implemented on a permanent basis:

(I) after it has been developed and trialled under **clause 5.2.1(iv)**; and

(II) after a positive evaluation by the Employer; and

(III) after agreement by the affected Employees.

(F) Where the Employer directs a change of shift, the Employee must be given 72 hours notice prior to the commencement of the altered shift, subject to **sub-clause (G)**. Where this does not occur the following will apply:

(I) Where the directed change involves an alteration to the number of hours in a shift; overtime will be paid for the shift.

(II) Where the directed change involves the requirement to work on a day which was previously rostered as a day off; recall to work entitlements will be paid for the shift.

(III) Any change of roster which is consented to by the member will attract no penalty payment.

- (G) For Major Emergency situations, there is no minimum notice period for a change of roster. The following will apply
 - (I) Where the Employee is directed to work such shifts they will be advised of the number of hours they are required to work. The shift will not attract overtime or recall payments.
 - (II) Where the Employee works in excess of the advised number of hours they will receive overtime payments for the excess hours in accordance with **clause 6.5**.
- (H) For the purpose of **sub-clause (G)**:

“**Major Emergency**” means an unforeseen or unplanned event that requires a police response that cannot be dealt with by the resources immediately available.
- (I) A trial or a permanent variable roster may be terminated in any of the following circumstances:
 - (I) there is mutual agreement between the Employer and affected Employees; or
 - (II) there is a bona fide health and safety issue; or
 - (III) the variable roster is failing to meet service delivery requirements; or
 - (IV) the variable roster is failing to meet the objectives of the business case proposal; or
 - (V) there is a change in station profile e.g. 16 hour station to 24 hour station.
- (J) Where agreement cannot be reached at any point between the Employer and the affected Employees or a variable roster is terminated, an eight hour shift pattern will be worked.
- (v) **Full Time Employees entitled to 6 Weeks’ Leave**
 - (A) Ordinary hours of work for Employees entitled to 6 weeks’ leave will be rostered between 0700 and 1900, Monday to Friday.
 - (B) Where an Employee is directed to work outside the span of hours provided in **sub-clause (A)** they will be paid at Overtime/Recall rate 1 for the first three hours and Overtime/Recall Rate 2 thereafter.
 - (C) Where an Employee entitled to 6 weeks’ leave is directed to work on a weekend they will be paid at Overtime/Recall Rate 3 for each hour worked.
 - (D) Where an Employee entitled to 6 weeks’ leave is directed to work on a Public Holiday they will be paid at Overtime/Recall Rate 3 for each hour worked and in addition will receive a substitute rest day.
 - (E) Where an Employee is eligible for an overtime payment in accordance with **sub-clauses (B) or (C) or (D)** they may elect to take time off in lieu in accordance with **clause 8**.
- (vi) **Full Time Employees entitled to 8 weeks leave**

- (A) Ordinary hours of work for Employees entitled to 8 weeks' leave will be rostered between 0700 and 1900, Monday to Friday including Public Holidays.
- (B) Where an Employee is directed to work outside the span of hours provided in (A) they will be paid at Overtime/Recall Rate 1 for the first three hours and Overtime/Recall Rate 2 thereafter.
- (C) Where an Employee on 8 weeks leave is directed to work on a weekend they will be paid at Overtime/Recall Rate 3 for each hour worked.
- (D) Where an Employee is eligible for an overtime payment in **sub-clauses (B) or (C)** they may elect to take time off in lieu as provided for in **clause 8**.

(vii) Recruits

- (A) The ordinary hours of work for a Recruit are 7.6 hours per day to be worked continuously, exclusive of a minimum 30 minute unpaid meal break.
- (B) The span of ordinary hours for a Recruit will be between 0700 and 1900, Monday to Friday. Public Holidays will be taken as they fall.

(b) Accrued Time Off

- (i) This provision does not apply to Part Time Employees, Recruits or Superintendents electing to access a Victoria Police leased vehicle.
- (ii) A Full Time Employee will be entitled to receive time off in lieu amounting to 0.0463 of an hour for each hour of rostered work performed or each hour of Australian Defence Forces Reserve Training Leave in a financial year, to a maximum of 76 hours.
- (iii) Accrued Time Off is not to be carried forward to the next financial year except in special circumstances with prior approval of the Employer or where the Employer does not facilitate the taking of time off.
- (iv) Any Accrued Time Off that the Employee remains entitled to take and is not taken prior to termination of appointment must be paid in lieu to the Employee.

(c) Rest Days

- (i) The Employer must allow each Employee 4 rest days in a fortnight including, where practicable, one weekend per month.
- (ii) The Employer may alter an Employee's rostered rest day only as a last resort and after consultation with the Employee concerned.
- (iii) Where the Employee's rest day is altered the Employer shall allocate an alternative rest day within the same fortnight.
- (iv) Where an alternative rest day cannot be re-allocated in the same fortnight the Employee, other than an Employee in receipt of commuted overtime allowance or one-person station allowance, will be paid overtime or granted time in lieu in accordance with **clause 5.2.1(d)** and will not be entitled to a substitute rest day.

- (v) Where an Employee in receipt of a commuted overtime allowance or one person station allowance is required to work on a rest day (other than in the circumstance of recall to duty), and an alternative rest day cannot be allocated within the same fortnight, they will be re-allocated an additional rest day in the next fortnight.

(d) Overtime Rates for Work on a Rest Day other than a Recall to Work

Where an Employee is entitled to be paid overtime rates for work on a rostered rest day in accordance with **clause 5.2.1(c)(iv)** above, the Employee will be entitled to be paid as follows:

(i) Monday to Friday

For each hour of overtime worked, an Employee must be paid at Overtime/Recall Rate 1 for the first 8 hours on the rostered rest day and at Overtime/Recall Rate 2 thereafter.

(ii) Weekends/Public Holidays

For each hour of overtime worked, an Employee must be paid at Overtime/Recall Rate 2.

(iii) Time in Lieu

- (A) An Employee may elect to take time off in lieu of the whole or any part of payment for overtime worked at the time or times mutually agreed.
- (B) Overtime taken as time in lieu during ordinary hours shall be taken at the rate of one hour for each hour of overtime worked.
- (C) The Employer must provide payment at the overtime rate in this clause for any overtime worked where such time has not been taken in lieu within two months of its accrual. If payment is made in accordance with this clause, the Employee is not also entitled to the time off in lieu, provided that an Employee may take payment for part of a period and time in lieu for the balance of the period.

5.2.2 Part Time Employees

Provisions relating to salary, leave and all other entitlements contained within this Agreement unless specified shall apply to Part Time Employees on a pro rata basis.

(a) Regular Part Time

(i) Employee Initiated Conversion from Full Time

An Employee may request to convert their full time position to a part time position, if the Employer agrees to the conversion the following provisions apply:

- (A) the ordinary hours of work of the Part Time Employee will be;
- a specified number of hours over an agreed period worked in accordance with a pattern of hours; or
 - agreed fixed hours and days;

established by prior formal written agreement between the Employer and the Employee;

- (B) the Employer and Employee may at any time vary the established pattern of hours and/or the specified number of hours by prior formal written agreement;
- (C) if agreement is not reached under **sub-clause (B)**, the Employer may upon the provision of twelve months notice or shorter period as is reasonable having regard to the Employee's personal circumstances, vary the established pattern of hours;
- (D) conversion from Full Time to Irregular Part Time will not occur unless the Employee applies for the conversion in writing.

(ii) Employer Initiated Part Time

The Employer may, from time to time, advertise a regular part time position. The advertisement will specify the proposed pattern of hours subject to consultation with prospective applicants. If an Employee is specifically appointed as a Regular Part Time Employee as a result of the advertisement, the following provisions apply:

- (A) the ordinary hours of work of the Regular Part Time Employee will be
 - a specified number of hours over a specified period worked in accordance with a pattern of hours; or
 - agreed fixed hours and days in consultation with the Employee.
- (B) the Employee will be provided in writing the hours specified in **sub-clause (A)**;
- (C) the specified number of hours and/or the arrangement of hours may be varied by written agreement between the Employer and Employee; and
- (D) If agreement is not reached under **sub-clause (C)**, the Employer may upon the provision of twelve months notice or shorter period as is reasonable having regard to the Employee's personal circumstances, vary the established pattern of hours

(b) Irregular Part Time Employees

The Employer may, from time to time, specifically appoint a person as an Irregular Part Time Employee. If an Employee is specifically appointed as an Irregular Part Time Employee, the following provisions apply:

- (i) the hours of work of the Irregular Part Time Employee will be as rostered by the Employer from time to time;
- (ii) the Employer will specify a minimum number of hours to be offered to the Employee over a period;

- (iii) the proposed roster for the minimum number of hours will be provided to the Employee with as much notice as practicable with a minimum notice of three days (72 hours) prior to the commencement of the roster period;
- (iv) the Employer will reasonably consider any request of the Employee to vary the roster prior to its commencement;
- (v) the Employer may offer additional hours to the Employee from time to time;
- (vi) the Employee has a right to refuse any additional hours offered without suffering detriment.
- (vii) the Employer may, in consultation with the Employee, specify or vary the minimum number of hours to be worked over a specified period by the Employee.

(c) Refusal of Conversion or Variation

Where an Employee has sought to convert their position to part time or vary their hours of work in accordance with **clause 5.2.2(a) or (b) or (d)** and the Employer refuses their request the Employer will forward the request and any supporting documentation, including submissions by the Employee, to the Part Time Employment Panel for assessment.

(d) Reversion to Full Time Work

A Part Time Employee may revert to full time employment at any time providing an equivalent full time vacancy or sufficient residual hours exist.

(e) Right of Review

- (i) In the first instance any disputes in regard to the application of the provisions of this clause should be discussed at the local level.
- (ii) If the dispute cannot be resolved at the local level the dispute may be referred to the Part Time Employment Panel for advice.
- (iii) The recommendations of the panel will be forwarded to the relevant Regional Assistant Commissioner/Department Head and Employee for consideration.
- (iv) Nothing in this clause detracts from an Employee's rights under the dispute resolution provisions of this Agreement.

5.3 Shift Work

The Employer may require an Employee to work the Employee's ordinary hours of work according to a roster of shifts which may span across a range of unsociable and intrusive hours. Shift allowances will be paid for each ordinary hour worked in accordance with this clause.

5.3.1 Shift Allowance Definitions

For the purposes of this clause:

"Unsociable" means any period of ordinary hours of work between 1800 hours and 0100 hours on any day.

"Unsociable – weekend day rate" means any period of ordinary hours of work between 0700 hours and 1800 hours on a Weekend.

“Intrusive” means any period of ordinary hours of work between 0100 hours and 0700 hours on any day.

5.3.2 Rate of Allowances for Shiftwork

Shift allowances will be paid for each ordinary hour of work at the prescribed rate in **Schedule D**.

5.3.3 Excessive Night Work

(a) Definitions

For the purposes of this clause:

“Night Work” – means a period of any hours of work of five hours or more between 2201 hours of one day and 0700 hours of the following day.

“employee” - means an Employee of or below the rank of Senior Sergeant (Level 4), but does not include a Recruit or Reservist.

(b) Entitlement

- (i)** An employee who is required by the Employer to work Night Work in excess of seven occasions (except as provided for in **sub-clauses (ii) or (iii)**) in any twenty-eight day period must be paid at Overtime/Recall Rate 1 for each hour of Excessive Night Work.
- (ii)** An employee will not receive shift allowances for any shift for which they receive Excessive Night Work payment.
- (iii)** Where an employee receives an excessive night work payment for a shift, that shift will not count as a shift for the purpose of **clause 5.3.3(b)(i)**.
- (iv)** Where the employer facilitates a request from an Employee(s) for a change to the roster that would result in an entitlement to payment under this clause, the alteration must be approved by an Officer.

(c) Overtime

- (i)** An employee who performs work immediately prior to or immediately following any shift attracting excessive Night Work payment shall be entitled to payment of overtime as below:

(A) Monday to Friday

Overtime/Recall Rate 2 for each hour of overtime worked.

(B) Weekends or Public Holidays

Overtime/Recall Rate 3 for each hour of overtime worked.

- (ii) Exclusions**

Overtime rates associated with the performance of Excessive Night Work are not available to an employee:

(A) in receipt of a commuted overtime allowance; or

(B) in receipt of a one-person station allowance.

5.3.4 Minimum Break between Rostered Ordinary Hours of Work

- (a)** The parties recognise that it is desirable that hours of work be separated by a break of 10 hours.

- (b) Each shift of rostered ordinary hours of work must be separated by a break of a minimum of 8 hours.
- (c) Where shifts of rostered ordinary hours of work are not separated by an 8 hour break, overtime rates of pay in accordance with this clause must, subject to **sub-clause (d)**, be paid to the Employee.
- (d) Overtime rates of pay associated with minimum break between shifts of rostered ordinary hours are not available to a Recruit or a Reservist.
- (e) Where **sub-clause (c)** applies, an Employee must be paid, in addition to any other allowance, Overtime/Recall Rate 1 for the period from the commencement of the next shift of rostered ordinary hours of work until 8 hours after completion of the previous shift of rostered ordinary hours of work.
- (f) Where **sub-clause (c)** applies and an Employee continues to work or is recalled to work at the completion of the subsequent shift, the Employee must be paid the applicable overtime penalties specified below in lieu of shift allowances, recall to work payment and any other overtime payments (including commuted overtime allowance and one person station allowance) until such time as the Employee has had 8 consecutive hours off work:

- (i) **Monday to Friday**

Overtime/Recall Rate 2 for each hour of overtime work performed.

- (ii) **Weekends or Public Holidays**

Overtime/Recall Rate 3 for each hour of overtime work performed.

5.4 Meal Break

5.4.1 An Employee is entitled to an unpaid interval, free from duty, of at least 30 minutes for a meal during each rostered period of ordinary hours of work.

5.4.2 Where Employees are rostered to work ordinary hours in excess of 10 hours they will be entitled to an additional meal break of 20 minutes which may be taken as meal at post.

5.4.3 Meal at Post

- (a) Where the Employer is satisfied that the nature of the work of an Employee is such that the Employee may be interrupted to perform duty whilst taking a meal, the Employer will direct that the time normally taken for the meal be regarded as part of the Employee's ordinary hours of work.
- (b) Where the Employee is not in receipt of a commuted overtime allowance and interrupted during a meal break, the Employee will be allowed time off to complete the meal break as soon as is practicable.

6 OVERTIME

6.1 Definitions

6.1.1 "**Overtime**" for Full Time Employees other than Recruits means any time worked which is additional to that Employee's ordinary hours of work or outside the span of hours as established by **clause 5.2.1**, which is expressly directed by an Officer and is a continuous period of half an hour or more.

- 6.1.2** “**Overtime**” for Recruits means any time worked of a continuous period of half an hour or more either before or after the daily span of hours or after 76 hours work in any fortnight and which is expressly directed by an Officer.
- 6.1.3** “**Overtime**” for Regular Part Time Employees means any time worked outside the agreed hours established in **clause 5.2.2(a)** and which is expressly directed by an Officer.
- 6.1.4** “**Overtime**” for Irregular Part Time Employees means any time worked after 38 hours’ work in any week or a continuous period of half an hour or more either before or after their rostered shift and which is expressly directed by an Officer.
- 6.1.3** For the purpose of this clause:
“**work**” includes travelling from and returning to an Employee’s station in connection with specific work but does not include:
- (a) meal breaks except as provided for in **clause 6.7**;
 - (b) that part of any period spent away from the Employee’s station during which no specific work is performed;
 - (c) any time spent travelling from the Employee’s home or place of residence to the station to which they are attached for work or in returning from that station to their home or place of residence;
 - (d) any time spent in travelling to another State or Territory of the Commonwealth to take up interchange work or travelling overseas on special work, or work performed overseas, or in another State or in any such Territory.

6.2 Eligibility

For the purpose of this clause overtime is not available to:

- 6.2.1** an Employee in receipt of a commuted overtime allowance except for overtime in circumstances where they are required to participate in planned organisational exercises such as counter terrorism planning or emergency management exercises;
- 6.2.2** an Employee in receipt of a one-person station allowance, except for overtime in circumstances:
- (a) where they are required to work outside their Response Zone in relation to an incident that commenced outside their Response Zone; or
 - (b) where they are required to participate in planned organisational exercises such as counter terrorism planning or emergency management exercises.
- 6.2.3** an Officer.

6.3 Direction to Work Overtime

An Employee shall, when directed, be required to work reasonable overtime. Whether the overtime is “reasonable” is determined having regard to matters including, but not limited to, the following:

- 6.3.1** any risk to the Employee’s health and safety that might reasonably be expected to arise if the Employee worked the additional hours;
- 6.3.2** the Employee’s personal circumstances (including family responsibilities);

- 6.3.3 the operational requirements of the workplace, in relation to which the Employee is required or requested to work the additional hours;
- 6.3.4 any notice given by the Employer of the requirement or request that the Employee work the additional hours;
- 6.3.5 any notice given by the Employee of the Employee's intention to refuse to work the additional hours;
- 6.3.6 whether any of the additional hours are on a public holiday;
- 6.3.7 the Employee's hours of work over the 4 weeks ending immediately before the Employee is required or requested to work the additional hours; and
- 6.3.8 the undesirability of working overtime following a 12 hour shift.

6.4 Overtime Disputes

Any dispute or disagreement as to whether particular overtime is reasonable or not may be referred to the dispute resolution procedure set out in **clause 19** of this Agreement. The requirement for the Employee to comply with the direction to work the overtime stands whilst the dispute is being progressed.

6.5 Payment for Overtime

6.5.1 Monday to Friday

Payment will be made at Overtime/Recall Rate 1 for the first three hours following any shift and Overtime/Recall Rate 2 thereafter.

6.5.2 Weekends and Public Holidays

Payment will be made at Overtime/Recall Rate 2.

6.6 Excess Overtime Rule

An Employee who performs work in excess of their ordinary hours and an additional three hours (save for meal breaks and rest breaks) is entitled to receive payment at Overtime/Recall rate 2 for each hour worked or part thereof after the additional three hours. The Employee is entitled to continue receiving payment at rate 2 for each hour of work until they cease to perform work.

6.7 Meal Allowance in respect to Overtime

6.7.1 Where an Employee performs continuous work for 2 hours in addition to their rostered shift they will be paid a meal allowance. The Employee is entitled to a further meal allowance on completion of each additional period of 6 hours of work. The rate of payment for the meal allowance will be in accordance with **clause 13.1.7(d)**.

6.7.2 There is no requirement to take a 30 minute break during the overtime period. Meals at post or taking a meal break after the overtime period are available alternatives.

6.8 Attendance at Court

6.8.1 For the purposes of this clause:

“**Night Work**” means a period of not less than five hours worked between 2201 hours of one day and 0700 hours of the following day.

6.8.2 An Employee who attends court will be paid:

(a) a minimum of four hours' work for any attendance on a rest day;

- (b) a minimum of four hours' work for any attendance within eight hours of ceasing Night Work;
- (c) The rate of pay will be in accordance with **clause 6.5**.

6.8.3 An Employee who has completed their rostered hours of work but would have insufficient time to return home before attending Court will be deemed to have remained at work and will be paid:

- (a) overtime rates in accordance with **clause 6.5** for the period between the time of ceasing their rostered hours of work and completion of the Employee's attendance at Court less a meal break; and
- (b) a meal allowance in respect of the meal following the completion of the Employee's rostered hours of work.

6.9 Allowances in lieu of Overtime

6.9.1 Commuted Overtime Allowance

- (a) An Employee not above the rank of Senior Sergeant employed as a Detective or performing similar duties or determined by the Employer as having a similar pattern of work as Detectives, must be paid a commuted overtime allowance in lieu of any payment for overtime worked, or any recall to work, in accordance with **Schedule B1**.
- (b) Any direction/requirement for an Employee, in receipt of a commuted overtime allowance as prescribed in **clause (a)**, to work overtime should have regard to the provisions of **clause 6.3**.
- (c) **Excessive Hours Penalty:**
 - (i) This clause does not apply to Employees in receipt of a one person station allowance or an Officer.
 - (ii) Commuted overtime is intended to cover instances of overtime worked in the normal flow of work for Detectives or Employees with similar patterns of work. The Employer and Employees will wherever possible ensure that appropriate work practices are in place to reduce the possibility of Employees working excessive hours. Where excessive hours are worked the Employer will ensure that Employees are provided with appropriate rest breaks without detriment.
 - (iii) The parties agree that where an Employee in receipt of a commuted overtime allowance is required and approved in advance to work excessive hours they will be paid an excessive hours allowance for excess hours worked until they have received an 8 hour break. This may include court and crime scenes.
 - (iv) The excessive hours allowance will be equivalent to a loading of 50% on the Employee's Base Hourly Rate of Pay for each excessive hour worked.

6.9.2 One-Person Station Allowance

- (a) An Employee appointed to a one-person station shall, for the period of such appointment, be paid a one person station allowance in accordance with **Schedule B2**.
- (b) Such payment shall be in respect of any work within their Response Zone in excess of 8 hours on any working day or any work on a rest day or a

day of Recreational Leave and for being Available for Work in their Response Zone or any overtime worked in their cluster that directly relates to work that commenced in their Response Zone and the requirement to undertake shifts at other work locations within their cluster.

- (c) An Employee who relieves at a one-person station for any period of 7 or more consecutive days inclusive of rest days is to be paid pro rata the one person station allowance for duties as prescribed above.

6.10 Overtime for Recruits

Overtime payment for Recruits will be made at Overtime/Recall Rate 1 (time and a half) for the first three hours and Overtime/Recall Rate 2 (double time) thereafter.

7 RECALL TO WORK

7.1 Definitions

For the purposes of this clause:

7.1.1 “Recall to Work” - means a direction by the Employer to return to work communicated to an Employee after the Employee has completed their ordinary hours of work. This includes:

- (a) a requirement to resume work; or
- (b) a requirement to respond to a call or transaction or a series of calls or transactions that can be reasonably said to be continuous that exceed, in total, a half hour’s duration.

7.1.2 “Period of Recall” – means:

- (a) where the Recall to Work is in a single instance, the period of duty;
- (b) where the Recall to Work is more than once;
 - (i) between shifts; or
 - (ii) on a rest day/Recreation Leave/Long Service Leave in the same 24 hour period;

the periods of overtime are added together and treated as a single period.

7.1.3 “Actual Hours of Work” – means

- (a) for Recall to Work from Recreation or Long Service Leave, Actual Hours of Work includes the time necessarily spent in travelling to the place where the Employee is required to report for work and on completion of that work, the time necessarily spent in returning to the place from which the Employee was recalled or such place as is reasonable in the circumstances; or
- (b) for all other Recall to Work, from when the Employee presents themselves for work as required by their instructions until completion of that work.

7.2 Eligibility

For the purpose of this clause recall payment is not available to:

7.2.1 an Employee in receipt of a commuted overtime allowance except for:

- (a) Recall to Work in circumstances where they are required to participate in planned organisational exercises such as counter terrorism planning or emergency management exercises; or
- (b) Recall to Work from Long Service Leave.

- 7.2.2 an Employee in receipt of a one-person station allowance, except for:
 - (a) Recall to Work in circumstances where they are required to participate in planned organisational exercises such as counter terrorism planning or emergency management exercises; or
 - (b) Recall to Work from Long Service Leave; or
 - (c) Recall to Work for work outside the Employee's Response Zone;
- 7.2.3 a Recruit;
- 7.2.4 an Officer.

7.3 Authorisation

- 7.3.1 An Employee may be recalled to work between shifts by a Sub-Officer or above.
- 7.3.2 An Employee may be recalled to work from a rest day or unpaid leave by an Officer.
- 7.3.3 An Employee may only be recalled to work in all other instances when expressly authorised by a Superintendent or above.

7.4 Payment for Recall

An Employee who is recalled to work must be paid in accordance with the following:

7.4.1 Recall to Work between Shifts

An Employee recalled to work between shifts will be paid for the Actual Hours of Work for the Period of Recall or a minimum of three hours, whichever is the greater:

- (a) **Monday to Friday**

Overtime/Recall Rate 1 for the first three hours and Overtime/Recall Rate 2 thereafter.

- (b) **Weekend/Public Holiday**

Overtime/Recall Rate 2 for each hour worked.

7.4.2 Recall to Work from Rest Day

An Employee recalled to work from a rest day will be paid for the Actual Hours of Work for the Period of Recall or a minimum of 4 hours, whichever is the greater:

- (a) **Monday to Friday**

Overtime/Recall Rate 1 for the first eight hours and Overtime/Recall Rate 2 thereafter.

- (b) **Weekends/Public Holidays**

Overtime/Recall Rate 2 for each hour worked.

7.4.3 Recall to Work from Recreation Leave/Long Service Leave

- (a) An Employee recalled to work from paid leave or on a Public Holiday will be re-credited hours of leave worked up to a maximum of eight hours for each day of recall except where that Employee is in receipt of a commuted overtime or one-person station allowance.

(b) In addition to the ordinary hours paid for as part of their leave or Public Holiday, an Employee will be paid for the Actual Hours of Work for the Period of Recall or a minimum of four hours, whichever is the greater:

(i) **Monday to Friday**

50% of their Base Hourly Rate of Pay for the first eight hours and Overtime/Recall Rate 2 thereafter.

(ii) **Weekends**

100% of their Base Hourly Rate of Pay for the first eight hours and Overtime/Recall Rate 2 thereafter.

(iii) **Public Holidays**

100% of their Base Hourly Rate of Pay.

7.5 Travelling expenses in respect of Recall to Work from Recreation or Long Service Leave

An Employee recalled to work from Recreation or Long Service Leave will be paid the travelling and incidental expenses allowed for in **clause 13** during the period of travel to and from the place of recall.

7.6 Meal Allowance in respect of Recall to Work

Where an Employee is recalled to work and required to remain at work for at least 6 hours they are entitled to a meal allowance. The Employee is entitled to a further meal allowance on completion of each additional period of 6 hours of work. The rate of payment for the meal allowance will be in accordance with **clause 13.1.7(d)**.

8 TIME OFF IN LIEU OF PAYMENT FOR OVERTIME/RECALL

8.1 An Employee may elect to take time off in lieu of the whole or any part of payment for overtime/recall worked at a time or times agreed with the Employer.

8.2 Overtime/recall taken as time off shall be taken at ordinary time rate, that is, an hour for each hour of overtime or recall worked.

8.3 The Employer must provide payment at the rate provided for the payment of overtime/recall in this Agreement for any overtime worked where such time has not been taken as time off in lieu within two months of the overtime being worked.

8.4 Where payment is made for overtime/recall in accordance with **clause 8.3**, an Employee is precluded from taking time in lieu in respect of the period for which payment has been made, provided that an Employee may take payment for part of a period and time in lieu for the balance of the period.

9 RESTRICTIVE WORK

9.1 Definitions

For the purposes of this clause “**Restrictive Work**” means where an Employee is directed to undertake:

9.1.1 Witness Protection or surveillance which involves:

(a) the requirement for an Employee to remain away from the Employee’s usual place of residence; and

(b) the Employee being restricted by operational requirements to the operational site or field of operation for the duration of the operation; and

- (c) the Employee remaining at the operation site after completion of their rostered hours of work; and
- (d) the Employee not being relieved from the operation site due to the requirements of the operation.

9.2 Eligibility

For the purpose of this clause restrictive work payment is not available to an Officer, Recruit, Protective Services Officer, Reservists, an Employee in receipt of a commuted overtime or one-person station allowance.

9.3 Payment for Restrictive Work

The Employee will be entitled to payment as follows for all hours of the Restrictive Work.

- 9.3.1** For the first rostered shift period of Restrictive Work – at the Employee’s Base Hourly Rate of Pay;
- 9.3.2** Next three hours at one and a half times the Employee’s Base Hourly Rate of Pay;
- 9.3.3** Next five hours at double the Employee’s Base Hourly Rate of Pay;
- 9.3.4** All remaining hours of the Restrictive Work are to be paid at one and a quarter times the Employee’s Base Hourly Rate of Pay.
- 9.3.5** Payments for Restrictive Work commence when an Employee is recalled to work or, if at work, from the commencement of the Employee’s rostered hours of work on that day.
- 9.3.6** Payments for Restrictive Work cease when the Employee, after being relieved from the Restrictive Work, leaves the workplace and has returned to their place of employment, residence or berth.
- 9.3.7** Where an Employee is recalled to work after completion of their rostered hours, entitlement to payment will commence at **9.3.2, 9.3.3 or 9.3.4** as appropriate.

9.4 Rest Periods

Where possible, the application of this clause shall occur in a manner whereby necessary rest periods are incorporated on a daily basis.

10 SUPPLEMENTARY DUTIES

Supplementary Duties are offered as a means to assist Employees to maintain current practical experience and professional registration requirements during periods of extended leave.

10.1 Employees eligible to perform Supplementary Duties

- 10.1.1** Subject to this clause, an Employee may only perform Supplementary Duties if the Employee is:
 - (a) on unpaid Parental Leave; or
 - (b) on leave without pay.
- 10.1.2** An Employee is not eligible to perform Supplementary Duties if the Employee is a Recruit.
- 10.1.3** For the avoidance of doubt, an Employee may not perform Supplementary Duties while on:
 - (a) suspension; or

(b) on paid leave; or

(c) on rest days.

10.2 Nomination for Supplementary Duties

10.2.1 An Employee who is eligible to perform Supplementary Duties may at any time notify the Employer that the Employee wishes to be considered for Supplementary Duties.

10.2.2 The Employee may specify the period of time for which the Employee wishes to be considered for Supplementary Duties.

10.3 Allocation of Supplementary Duties

10.3.1 From time to time, the Employer may notify Employees who wish to be considered for Supplementary Duties of the availability of Supplementary Duties, identifying the times and days on which those Supplementary Duties are required to be performed.

10.3.2 An Employee who is eligible to perform Supplementary Duties may notify the Employer by the time specified by the Employer that the Employee is available and wishes to be considered for the performance of those Supplementary Duties.

10.3.3 The Employer will allocate the performance of the Supplementary Duties in accordance with operational requirements; normal rostering principles and the preferences expressed by Employees in accordance with **clause 5.2** and notify the relevant Employees.

10.3.4 For the avoidance of doubt, an Employee has a right to refuse any hours offered without suffering detriment.

10.4 Payment for Supplementary Duties

10.4.1 An Employee who performs Supplementary Duties is entitled to be paid a loading of 20% per hour of work performed in addition to the Employee's Ordinary Hourly Rate of Pay. This loading will increase in the event that the default loading in section 186 of the WR Act is increased.

10.4.2 An Employee may, in exceptional circumstances, be requested to perform Supplementary Duties in excess of the number of hours the Employee is rostered for Supplementary Duties. If the Employee agrees to perform those additional hours, the loading specified in **sub-clause 10.4.1** will increase for the additional hours:

(a) Monday to Friday

50% of the Employee's Base Hourly Rate of Pay for the first three hours and 100% of the Employee's Base Hourly Rate thereafter.

(b) Weekends and Public Holidays.

100% of the Employee's Base Hourly Rate of Pay.

- 10.4.3 An Employee will be paid for a minimum of four hours' work whenever Supplementary Duties are performed.
- 10.4.4 An Employee will not accrue any form of leave or be entitled to any allowances (other than shift allowances) while performing Supplementary Duties.
- 10.4.5 On completion of the period of leave without pay, an Employee may apply for recognition of service for the purposes of Long Service Leave for any time spent performing Supplementary Duties.
- 10.4.6 Where an Employee suffers a compensable injury under the *Accident Compensation Act 1985* the period of leave without pay will be cancelled and the Employee will be entitled to the Accident Make Up Pay provisions of this Agreement.

11 VOLUNTARY DUTIES AT SPORTING AND SPECIAL EVENTS

11.1 Definitions

For the purposes of this clause:

- 11.1.1 **“Sporting Event”** - should be taken as having its common meaning.
- 11.1.2 **“Special Event”** - means festivals, fetes, community entertainment events and other planned events of a similar nature.
- 11.1.3 **“Events”** - should be of a nature that police resources needed cannot be met without affecting a stations ordinary resources. They will be events planned by State Emergency Planning and Response Division or at regional, divisional or district level.

11.2 Conditions

Employees can nominate to be rostered by the Employer to perform police duties at Sporting and Special Events on their days off.

11.3 Exclusions

Voluntary duties is not available to:

- 11.3.1 Recruits;
- 11.3.2 Protective Service Officers;
- 11.3.3 Reservists;
- 11.3.4 Employees on sick leave, suspension, paid maternity, paid paternity, paid adoption leave or paid study leave;
- 11.3.5 Employees for more than two days per fortnight during a non-leave period.

11.4 Payment

- 11.4.1 Payment will be at the Ordinary Hourly Rate of Pay.
- 11.4.2 No shift, overtime or other allowances will be paid.

11.5 Commencement and Finishing Times

- 11.5.1 The minimum period of work will be four hours.
- 11.5.2 In the instance of an event cancellation, Employees who have been paraded at the event will be paid for four hours.

11.5.3 Work will commence and finish at the event, unless otherwise specified.

11.6 Overtime

11.6.1 Work as a result of unforeseen circumstances, beyond the period rostered as voluntary work, will be paid at the Ordinary Hourly Rate of Pay.

11.6.2 Meals will be provided only in cases where they are ordinarily provided to on-duty personnel.

12 SALARIES & RELATED MATTERS

12.1 Salaries and Salary-Related Allowances

Employees shall be paid the rates set out in accordance with **Schedule A** of this Agreement. Provided that a person appointed as a Chief Inspector or Chief Superintendent at the date of making of this Agreement shall be paid at the Ordinary Rate of Pay set out in accordance with **Schedule E** of this Agreement.

In addition to the rates set out above, all Employees who are employed on the date of lodgement of this Agreement will be entitled to a payment of \$450 (before tax) with the first pay following the lodgement of the Agreement.

12.2 Commuted Penalty Allowance

12.2.1 The Ordinary Hourly Rate of Pay includes a Commuted Penalty Allowance, for all Employees not above the rank of Senior Sergeant (Level 1 to 4 inclusive) and including Protective Services Officers but not Recruits or Reservists, being an amount of 13% of the Employee's Base Rate of Pay, for liability for performance of work on weekends, Public Holidays and shift work. In addition to this allowance, where such work is performed the Employee will be paid in accordance with **clause 5.3**.

12.2.2 The Ordinary Rate of Pay includes a Commuted Penalty Allowance, for all Officers, being an amount of 16.4% of the Employee's Base Rate of Pay, for liability for performance of work on weekends, Public Holidays and shift work as well as work in excess of 8 hours per day or any Recall to Work. In addition to this allowance, where such work is performed the Employee will be paid in accordance with **clause 5.3**.

12.3 Higher Duties Allowance

12.3.1 An Employee (excluding Recruits and Reservists) who is authorised by the Employer to work temporarily the duties of a rank or position higher than their own for a period of 7 continuous days (2 of which may be rest days) will be paid, for the period during which they are performing higher duties, the salary, together with penalty payments (commuted or otherwise) and allowances, if any, as are attached to the higher rank or position.

12.3.2 If the higher rank or position has attached to it progression points, an Employee performing the higher duties shall be paid at the rate attached to the first year of service in that higher rank or position.

12.3.3 Where the performance of higher duties would incur a financial detriment the Employee will continue to receive the same remuneration as their substantive position.

12.3.4 An Employee entitled to be paid the Higher Duties Allowance shall be paid on an hourly basis for the entire period higher duties are worked.

- 12.3.5** If an Employee performing duties of a rank or position higher than their own is absent from work, either on recreation, long service or sick leave, the leave shall not be deemed to interrupt the period of performance if the Employee returns to the same duties on the expiration of their leave.

12.4 Payment of Salaries and Salary-Related Allowances

- 12.4.1** All salaries and allowances due and payable to an Employee under the provisions of this Agreement shall be paid fortnightly by electronic funds transfer and shall be paid and available to Employees on the same day of each fortnightly pay period.
- 12.4.2** At the time of payment of salary and any allowances an Employee will be given all details regarding the make up of the Employee's pay and any deductions made.
- 12.4.3** Where an Employee is proceeding on any form of paid leave of more than 10 working days' duration (except worker's compensation or sick leave) the Employee may apply no later than 21 days prior to the commencement of the leave for payment in advance.
- 12.4.4** In the event of an overpayment of salary, allowance, loading or other payment, the Employer must advise the Employee. Similarly, the Employee must advise the Employer if he or she knows there has been an overpayment.

12.5 Movement through Progression Points

12.5.1 Anniversary Dates for Progression Points

- (a) Employees appointed or promoted after 1/08/01 are to be given anniversary dates of the date of their appointment or promotion respectively. Progression Point movement for Employees appointed or promoted prior to 1/08/01 will occur on the 7th December. Anniversary dates may change as provided for in **sub-clauses (b), (c), (d) and (e)**.
- (b) **Progression point movement for Senior Constable at progression point 12.**
- (i) Access to progression points 13 to 16 for Senior Constables will commence on and from 06/01/08 and will be based on the following criteria:
- (A) completion of 12 months at progression point 12; and
 - (B) commitment to ongoing skill and knowledge acquisition; and
 - (C) the provision of mentoring to junior Employees; and
 - (D) commitment to the maintenance of base policing skills eg Operational Safety Tactics Training where relevant to their position.
- (ii) Senior Constables who have completed 12 months or more on 06/01/08 and are eligible to advance to progression point 13 will be given an anniversary date of 6th January.
- (c) **Progression point movement for Senior Sergeants at progression point 5.**
- (i) Access to progression point 6 for Senior Sergeants will commence on and from 06/01/08 and will be based on the completion of 12 months at progression point 5.

- (ii) Senior Sergeants who have completed 12 months or more on 06/01/08 and are eligible to advance to progression point 6 will be given an anniversary date of 6th January.
 - (d) **Progression point movement for Inspectors at progression point 5.**
 - (i) Access to progression point 6 for Inspectors will commence on and from 06/09/08 and will be based on the completion of 12 months at progression point 5.
 - (ii) Inspectors who have completed 12 months or more on 06/09/08 and are eligible to advance to progression point 6 will be given an anniversary date of 6th September.
 - (e) **Progression point movement for Superintendents at progression point 5.**
 - (i) Access to progression point 6 for Superintendents will commence on and from 06/09/08 and will be based on the completion of 12 months at progression point 5.
 - (ii) Superintendents who have completed 12 months or more on progression point 5 on 06/09/08 and are eligible to advance to progression point 6 will be given an anniversary date of 6th September.
- 12.5.2** Employees will be assessed annually to determine their suitability for progression. Progression will occur in accordance with **clause 12.5.1** when the Employee has been assessed as satisfactory through a performance assessment.
- 12.5.3** Employees will not suffer any detriment as a result of the failure of the Employer to conduct the assessment other than as provided for in **clause 12.5.4**.
- 12.5.4** The Employee's progression to the next progression point may be deferred where:
- (a) an Employee is on any form of leave for a period equal to or greater than 3 months in the 6 months immediately prior to their performance assessment the Employee's; and
 - (b) the Employer believes because of the length of absence, the Employee's performance is unable to be assessed.
- 12.5.5** Notwithstanding **clause 12.5.4** where the Employer believes that the Employee has been in attendance sufficient time to demonstrate suitability to progress **clause 12.5.4** will not be applied.
- 12.5.6** Where an Employee's progression has been deferred under **clause 12.5.4** and the Employee is assessed as suitable at the completion of the deferment they will be entitled to progression from the date they would have progressed but for the deferment.
- 12.5.7 Right of review**
- (a) Where an Employee's progression is deferred under **clause 12.5.4** or they are assessed as unsuitable they will have an internal right of appeal under the Victoria Police Grievance Policy.
 - (b) Where an Employee is assessed as unsuitable for progression they will have an additional right of appeal to the Police Appeals Board or an alternative independent third party agreed by the parties.

12.5.8 Where an Employee is absent from the workplace for a period greater than 12 months on unpaid leave they will not be entitled to progression for that performance cycle.

12.5.9 Promotion is to the 1st progression point in each rank.

12.6 Career Progression

All Constables (general duties) will be eligible to in situ promotion to Senior Constable subject to completion of the required components of the Victoria Police education program (as existing at the time of the commencement of employment), four years' service and satisfactory performance.

12.7 Accident Make Up Pay

12.7.1 For the purpose of this clause "Full Pay" means the Employee's Ordinary Rate of Pay and includes any allowance which would ordinarily be payable in respect of every pay period in a year.

12.7.2 An Employee who is medically incapacitated for work due to a work related illness or injury where the worker's compensation claim is accepted is entitled to:

- (a) accident make up pay to their Full Pay for the first 52 weeks, or an aggregate of 261 working days from the date of their incapacity; and
- (b) other than for Recruits and Protective Service Officers, a further period of accident make up pay to 90% of their Full Pay payable for the period 53 weeks to 104 weeks or an aggregate of 522 working days from the date of incapacity.

12.7.3 Payments under **paragraph 12.7.2** will cease:

- (a) after the first 104 weeks or an aggregate of 522 working days (52 weeks or aggregate of 261 working days in the case of Recruits or Protective Service Officers) from the date of their incapacity; or
- (b) on the day on which the Employee is fit to resume to pre-injury hours and duties and the Employer provides such hours and duties; or
- (c) on the date the Employee receives a disability benefit from either ESS or State superannuation schemes;

whichever occurs first.

12.7.4 The Employee is obliged to refund the make-up pay received if a settlement is received in a civil claim which specifically compensates the Employee for make-up payments unless the Employee is unable to do so due to circumstances beyond the Employee's control.

12.7.5 Nothing in this clause derogates from an Employee's entitlements under the *Accident Compensation Act 1985* (Vic).

12.7.6 The Employer may purchase an income protection insurance policy for the benefit of some or all of the Employees covered by this Agreement.

12.7.7 If the Employer purchases an income protection insurance policy for an Employee which provides benefits which are no less favourable than the entitlements under this clause and the Employee receives payment pursuant to the insurance policy equivalent to payments under this clause, the Employees' entitlement to receive accident make up pay under this clause will cease.

12.8 Salary Packaging

12.8.1 An Employee may enter into a salary packaging arrangement in respect of superannuation (subject to **clause 12.8.2**), a novated lease on a vehicle and/or the payment of medical benefits insurance, mobile telephones, computers (notebook and laptop only), home office expenses, financial counselling fees, disability/income protection insurance premiums and self education expenses.

12.8.2 Salary Packaging arrangements in relation to the ESS defined benefit scheme will become available following a declaration by the Minister for Finance under the Emergency Services Superannuation Act 1986.

The parties are committed to developing a timely implementation process for Employees electing to salary package superannuation payments.

12.8.3 All costs associated with salary packaging, including administrative costs, are to be met from the salary of the participating Employee.

13 ALLOWANCES

13.1 Accommodation, Meal, Incidental Expense and Travelling Allowances

13.1.1 Eligibility

- (a) Employees will be entitled, in accordance with this clause, by way of reimbursement to allowances for travelling, incidental and meal expenses.
- (b) Where, in the opinion of the Employer, special circumstances exist in respect of accommodation, meals, incidental expenses and travel and for which provision is not made in this Agreement, the Employer may pay such allowances as it considers are reasonable under the circumstances.
- (c) Where the actual and necessary expenses incurred by an Employee exceed the rates provided in this Agreement, an additional sum by way of reimbursement may be granted by the Employer.
- (d) Where it is reasonable to believe an Employee will be away from their normal station or place of employment for three days or more, travelling expenses may be paid in advance.

13.1.2 Adjustment of Expense Related Allowances

The rates of Expense Related Allowances shall be increased on 1 July each year. The rates to apply during the life of this agreement are as detailed in **Schedule C**.

13.1.3 Accommodation and Meal Allowances when Required to Stay Overnight

- (a) An Employee who travels in the course of their duty and is required by the Employer to stay overnight is entitled to be paid allowances for Meals, Accommodation and Incidentals in accordance with **Schedule C** for either Capital Cities or All Other Places as applicable:
- (b) An Employee is entitled to be paid an allowance for breakfast, lunch or dinner where the Employee commences travelling earlier than or returns later than the following time/s:

	Time of Leaving	Time of Returning
Breakfast	0700 hours	0830 hours

Lunch	1200 hours	1400 hours
Dinner	1800 hours	1900 hours

- (c) Where a meal is purchased whilst travelling to and from overnight accommodation, the meal allowances are payable at the rate applicable to where the overnight accommodation is taken.
- (d) Payment of incidentals will only be made for each night of accommodation.
- (e) The Employee will still be entitled to receive the incidentals portion of allowances paid under **clause 13.1.3(a)** where
 - (i) the Employer provides adequate accommodation i.e. of at least 3 star single motel room standard and the Employee is not entitled to payment of an allowance in relation to the accommodation provided; or
 - (ii) the Employer provides adequate meals, and the Employee is not entitled to payment of an allowance in relation to the meals provided; or
 - (iii) an Employee travels by air, boat, rail or other facility and meal(s) and/or sleeping accommodation are provided and charged for in the fare and they are not be entitled to receive the corresponding expenses prescribed in this clause.
- (f) Where the Employee is required to share accommodation or facilities with the exception of the Victoria Police Academy or the Airlie Leadership Development Centre they will be paid an inadequate accommodation allowance as prescribed in **Schedule C**.
- (g) Where payment of meal and accommodation allowances exceeds 3 weeks at one place, the allowance for the fourth and following weeks shall be three quarters of the appropriate allowance set out in **Schedule C**.

13.1.4 Course or Conference Attendance - Overnight

- (a) Employees (other than Recruits) attending a course or conference in Victoria may be reimbursed the equivalent of a first class rail fare to enable them to travel to and from their homes every weekend for the duration of the courses or conferences.
- (b) An Employee attending an approved internal or external Training Course or Conference and required to stay overnight is entitled to be paid:
 - (i) where the cost of accommodation and meals is paid for by the Employer, an incidental allowance as per **Schedule C**.
 - (ii) where adequate meals or accommodation are not provided, the Accommodation or Meal Allowances set out in **Schedule C**.

13.1.5 Attendance at School Camps or Similar Community Related Activities

- (a) An Employee involved in School Camps and similar community related activities shall be paid for each overnight stay an incidental allowance as specified in **Schedule C**.

- (b) An Employee involved in School Camps or similar community related activities shall receive 4 hours time off in lieu of all additional incidents of work for each overnight stay in attendance at a School Camp or similar community related activity.

13.1.6 Temporary Work at Holiday Resorts

- (a) An Employee required by the Employer to perform temporary work at holiday resort locations shall be paid accommodation, meals and incidental allowances in accordance with **Schedule C**.
- (b) An Employee required by the Employer to undertake temporary work at holiday resort locations and required to stay overnight will be eligible to claim for all kilometres of Excess Travel in accordance with **clause 13.3.1** for travel from their permanent residence to the holiday resort location and return upon commencement and completion of the temporary assignment.
- (c) An Employee required by the Employer to perform temporary work at holiday resort locations and required to stay overnight will be eligible to claim time in lieu on an hour for hour basis for all Excess Travel time taken to travel to the holiday resort at the commencement of the temporary work and return at the completion of the temporary work. The method of calculating the Excess Travel Time will be as prescribed in **clause 13.4.2(c)**, except that eligibility requirements of **clause 13.4.1(d)** do not apply.

13.1.7 Daily Meal Allowances

An Employee is entitled to be paid a meal allowance at the rates specified in **clause 13.1.7(d)** in the following circumstances:

(a) Part Day Absence

The Employee is required to travel to undertake work and all of the following apply:

- (i) the Employee had no prior knowledge on the previous day or shift for the requirement to undertake such work; and
- (ii) the Employee is required to be absent from the Employee's normal work location for a continuous period of 5 hours or more; and
- (iii) the Employee is required to travel beyond a 24 kilometre radius of the Employee's station in Melbourne, Ballarat, Bendigo, and Geelong or, in all other parts of Victoria, such a distance that the Employee cannot reasonably return to their station or place of employment.

(b) Attendance at Court

- (i) Where the Employee is attending Court or inquiries of a similar nature in an official capacity, the Employee is entitled to be paid a meal allowance where the Employee cannot readily return to station or place of work for a midday meal.
- (ii) However, an Employee who works court orderly or prosecutions duties that are not unforeseen is not entitled to a meal allowance except where the Employee does not have access to meal facilities

in the Court house or at a Police Station within a reasonable proximity to the Court.

(c) Entitlements under different provisions

Where an Employee attracts an entitlement to a meal allowance claim under different provisions of this Agreement and the Point of Accrual for the allowances is separated by less than 3 hours, only one meal allowance will be paid.

(d) Rate of Payment

An Employee is entitled to be paid meal allowances at the rates specified in **Schedule C** at the times set out below:

Breakfast	0601-1200 hours
Lunch	1201-1800 hours
Dinner	1801-2400 hours
Night Meal	0001-0600 hours

13.1.8 Mobile Police Station Allowance

An Employee who works their rostered hours of work and is required to reside at a mobile police station will, during the period they are engaged for such work, for each day or part of day receive:

- (a) where the mobile police station is fully equipped with bedding, cutlery, crockery and cooking utensils, an allowance at the rate specified in **Schedule C**;
- (b) where the mobile police station is not so equipped, an allowance at the rate specified in **Schedule C**.

13.1.9 Camping Out Allowance

- (a) An Employee required to work where equipment for camping out purposes is required will receive for each night an all inclusive allowance for accommodation and incidentals at the rate specified in **Schedule C**.
- (b) Employees not provided meals during the assignment shall be paid meal allowances in accordance with "Other Places" Meal Rates specified in **Schedule C**.

13.1.10 Standards of Travel

- (a) An Employee when required to travel by rail in the performance of work shall be entitled to travel first class, except when escorting a prisoner.
- (b) An Employee when authorised or required to travel by air in the performance of work shall travel economy class.

13.1.11 Miscellaneous Expenses

(a) Reimbursement of Driver's Licence Fees

An Employee appointed prior to 1 April 1991 who holds an approved driving authority and is required to drive a police vehicle may submit a general claim form to recover the cost of their licence fee.

(b) Out of Pocket Expenses

An Employee who has incurred out of pocket expenses arising out of their employment may be reimbursed reasonable costs.

(c) Overseas Travelling Allowance

An Employee travelling overseas will be paid allowances as set by the Employer from time to time.

13.2 Remote District Allowance

An Employee appointed to or required to work at any of the stations mentioned below and whilst performing work at that station, will be paid an allowance at the appropriate rate set out below, pro-rated where an Employee is appointed to, or required to work at, one of those locations for part of a year:

Category A:

Apsley, Balmoral, Bendoc, Buchan, Cann River, Corryong, Culgoa, Dartmoor, Dederang, Edenhope, Goroke, Harrow, Lake Bolac, Mallacoota, Manangatang, Mitta Mitta, Mount Beauty, Murrayville, Omeo, Piangil, Rainbow, Speed, Swifts Creek, Underbool, Walwa, Werrimull, Whitfield, Woods Point, Woomelang.

Annual Allowance

(single)	(with Partner)
\$125	\$195

Category B:

Apollo Bay, Beech Forest, Beulah, Birchip, Boort, Casterton, Elmhurst, Forrest, Gunbower, Hopetoun, Jamieson, Jeparit, Kaniva, Landsborough, Lismore, Macarthur, Merino, Minyip, Nyah, Orbost, Ouyen, Port Campbell, Pyramid Hill, Quambatook, Rawson, Robinvale, Rupanyup, Sea Lake, Serpentine, Tallangatta, Timboon, Wedderburn, Wycheproof.

Annual Allowance

(single)	(with Partner)
\$75	\$115

13.3 Use of Private Motor Vehicle

13.3.1 An Employee who is approved and required to use a private motor car, motor cycle or bicycle by the Employer in the course of the Employee's duties is entitled to be paid at the rates specified in **Schedule C**.

13.3.2 An Employee approved and required by the Employer to use their private vehicle on police duty shall be entitled to:

- (a) payment for the kilometres from their place of employment when on duty as specified in **Schedule C**; and
- (b) payment for up to a maximum of to 10 kilometres in total to/from where their car is garaged to/from their place of employment; or
- (c) in lieu of payment specified in **sub-clause (b)** where an Employee commences or ceases duty away from their place of employment, an Employee will be entitled to payment for up to 10 kilometres in total for travel to/from where their car is garaged to /from where the duty commences and or ceases.

13.4 Excess Travel Time

13.4.1 Definitions

For the purpose of this clause:

- (a) **“Metropolitan Area”** - means all police stations and permanent places of employment that are within a 45 kilometre radius of the north-east corner of Elizabeth and Bourke Street Melbourne (excluding Bellarine Peninsula) and the suburban areas of Ballarat, Bendigo and Geelong which shall be defined by a 50 kilometre radius from the central Post Office within each respective city.
- (b) **“Metropolitan Employee”** - means an Employee stationed at a Police Station or permanent place of employment that is within the Metropolitan Area.
- (c) **“Country Employee”** - means an Employee who is not a Metropolitan Employee.
- (d) **“Excess Travel”** - occurs when:
 - (i) a Metropolitan Employee is required to undertake duty beyond a 24 kilometre radius of their station or place of permanent employment; or
 - (ii) a Country Employee is required to undertake duty outside the Metropolitan Area and is beyond a 50 kilometre radius or 40 minutes travel time of their usual station or place of permanent employment (whichever is the least); or
 - (iii) a Country Employee is required to undertake duty in the Metropolitan Area which is beyond 24 kilometres of their usual station or place of permanent employment.

13.4.2 Entitlements

- (a) An Employee directed to perform temporary duty at another work location or required to attend a training course requiring Excess Travel is entitled to be paid for Excess Travel time and Excess Travel costs in accordance with **clause 13.4.2 (c) and clause 13.4.2(d)**.
- (b) An Employee who voluntarily (i.e. at their own initiative) seeks temporary relocation to a new station does not have an entitlement to claim Excess Travel time and Excess Travel costs.
- (c) **Computation of Excess Travel Time**
 - (i) An Employee who undertakes Excess Travel shall be paid for all time in excess of the normal time taken to travel from their usual place of residence to their usual place of employment.
 - (ii) All Excess Travel time (minute by minute) undertaken by an Employee shall be paid at the Employee’s Ordinary Hourly Rate of Pay.
 - (iii) An Employee may elect to have equivalent time off.
- (d) **Excess Travel Costs**
 - (i) The Employee will be entitled to utilise the most convenient form of transport appropriate to the Employee’s circumstances for travelling from the Employee’s home to the temporary work location or training venue.

- (ii) All costs in relation to Excess Travel incurred by an Employee will be reimbursed:
 - (A) Where there is a direct rail/bus service available which is reasonable for the Employee to use, the equivalent of a first class rail fare or, if authorised to use their private motor vehicle, the appropriate kilometre rates in accordance with **Schedule C**; or
 - (B) Where there is no direct rail/bus service available the appropriate kilometre rates in accordance with **Schedule C**.
- (iii) If an Employee is authorised to use a departmental vehicle they are not entitled to a mileage claim.

13.5 Availability Allowance

13.5.1 For the purpose of this clause, payment of availability allowance is not available to:

- (a) a Reservist;
- (b) a Protective Services Officer;
- (c) a Recruit;
- (d) an Employee in receipt of a one person allowance, except when such a member in charge is rostered or otherwise directed by an Officer to remain Available for Work outside their Response Zone;
- (e) Superintendents where they have entered into an arrangement to access a vehicle in lieu of availability allowance.

13.5.2 Definitions

- (a) “**Available for Work**” means standing by in readiness for, and capable of, the resumption of work within a reasonable time (the length which may be specified including an immediate resumption) where required or directed to attend, for a period or periods prior to the next scheduled time for the resumption of work.
- (b) “**Expressly Directed**” means an express and specific verbal or written direction given by an Officer or Sub-Officer (superior in rank to the Employee directed to be Available for Work) who is authorised to give such a direction.
- (c) “**Non Rest Day Availability Allowance**” means payment at the rate of 17% of the Base Hourly Rate of Pay for a Constable/Senior Constable (Level 2), increment 8.
- (d) “**Rest Day Availability Allowance**” means payment at the rate of 34% of the Base Hourly Rate of Pay for a Constable/Senior Constable (Level 2), increment 8.

13.5.3 Rates of pay

(a) **Available for Work - Non Rest Day**

An Employee who is either rostered or Expressly Directed to be Available for Work on a non rest day will receive the Non Rest Day Availability Allowance for each hour or part thereof during which the Employee remains Available for Work.

(b) **Resumption of Work - Non Rest Day**

An Employee who resumes work on a non rest day during the period in which they are “Available for Work” is no longer entitled to payment of the Non Rest Day Availability Allowance for the period during which the Employee receives the recall payment. An Employee who is not entitled to receive recall payment will continue to be paid the Non Rest Day Availability Allowance.

(c) Available for Work - Rest Day

An Employee who is either rostered or Expressly Directed to be Available for Work on a rest day will receive the Rest Day Availability Allowance for each hour or part thereof during which the Employee remains Available for Work, subject to a minimum payment of 8 hours.

(d) Resumption of Work - Rest Day

An Employee who resumes work on a rest day during a period in which the Employee is Available for Work is no longer entitled to payment of the Rest Day Availability Allowance. An Employee who is not entitled to receive recall payment will continue to be paid the Rest Day Availability Allowance.

13.6 Clothing Allowance

13.6.1 Uniform Allowance

An Employee required by the Employer to have and maintain a uniform shall be paid an annual allowance as specified in **Schedule C**.

13.6.2 Civilian Clothing Allowance

- (a)** An Employee (excluding Recruits and Protective Service Officers) required to work in civilian clothes shall be paid an annual allowance as specified in **Schedule C**.
- (b)** An Employee who is required by the Employer to have and maintain a uniform and is directed from time to time to work in civilian clothes will be paid a daily allowance as specified in **Schedule C** for each day of such work.
- (c)** The allowances in this clause have been calculated by reference to the different costs incurred in purchasing civilian clothing.

13.6.3 Subject to **clause 13.6.2(b)**, an Employee is not able to be in receipt of both the uniform and civilian clothing allowances at the same time.

13.7 Relocation Expenses

An Employee who, because of a transfer from one position to another and in the opinion of the Employer, is reasonably required to change an ordinary place of residence is entitled to expenses in accordance with this clause.

Provided that where any Employee who has been required to vacate a “Required to Occupy” residence shall be covered by the provisions of this sub-clause as if such Employee transferred from one position to another.

13.7.1 General Expenses – Relocation/Transfer

- (a)** The actual reasonable and necessary costs of conveyance of an Employee, the Employee's Substantially Dependent Partner and/or Substantially Dependent Children.
- (b)** The actual reasonable and necessary costs of conveyance of an Employee's furniture and personal effects including comprehensive insurance cover whilst in transit as specified in **Schedule C**.

- (c) Where the Employer is satisfied that an Employee has suffered loss through accelerated depreciation and wear and tear on furniture and effects and/or has incurred cost in replacing or altering floor coverings, curtains and blinds as a result of removal, an amount as specified in **Schedule C**.
- (d) Any dispute or disagreement arising in relation to relocation or relocation expenses shall be dealt in accordance with the dispute resolution procedure set out in **clause 19** of this Agreement.
- (e) Subject to compliance with the dispute resolution procedure set out in **clause 19** of this procedure, where a dispute occurs in relation to relocation or relocation expenses the matter may be referred to the AIRC for a decision in relation to:
 - (i) the reasonableness of the opinion of the Employer that the Employee was not required to change an ordinary place of residence; or
 - (ii) the quantum of reimbursement for accelerated depreciation allowed by the Employer; or
 - (iii) any special circumstances not provided for in this Agreement and where no agreement can be reached.

13.7.2 Costs Incurred in Sale and/or Purchase of Residential Property

- (a) Reimbursement under this clause shall be subject to all expenses associated with the sale and purchase of properties up to a maximum price as specified in **Schedule C** (excluding the value of chattels) in each case and a first mortgage not in excess of the amount specified in **Schedule C**.
- (b) The reimbursement of sale costs is not dependent upon the purchase of a residence at the new location. An Employee is only required to reside at the new location for reimbursement of sale costs. An Employee must have permanently occupied the residence being sold at the old location. Residence will include land on which an Employee was building a permanent residence at the time of transfer.
- (c) Purchase costs are not reimbursed until an Employee has sold the residence at the old location.

13.7.3 Sale of Residence

The costs of the sale of residential property in which an Employee ordinarily resided immediately prior to notification in the Police Gazette of the transfer including:

- (a) professional costs and disbursements paid to a solicitor;
- (b) the commission paid to an estate agent;
- (c) reasonable advertising charges; and
- (d) other reasonable costs (including but not limited to stamp duty, registration fees on discharge of mortgages, settlement fees).

13.7.4 Purchase of Residence

The costs associated with the purchase of a residence for an Employee's permanent occupation at the new location including:

- (a) professional costs and disbursements paid to a solicitor; and

- (b) all other costs incurred (including but not limited to stamp duty and registration fees on the transfer and any mortgages, valuation fees but not a procurement fee associated with a mortgage).

13.7.5 Reduction in Reimbursement

Where the Employee's Partner receives any reimbursement for costs associated with the transfer for which an application is made under this clause, the Employer will reduce the claimed costs of the Employee accordingly.

13.7.6 Reimbursement Requirements (Time Limits for Reimbursement)

- (a) The Employee must sell or enter into a contract to sell the prior occupied residence within two years from the date of the notification of the transfer in the Police Gazette.
- (b) Where an Employee who did not ordinarily reside in an owned property prior to notification of transfer in the Police Gazette but had contracted to purchase a residence, or contracted to build or commenced to build a residence, then **clause(s) 13.7.2 ,13.7.4 and 13.7.5** apply.
- (c) The Employee must purchase or enter into a contract to purchase a residence, land on which to build a residence or build a residence within four years from the date of the notification of the transfer in the Police Gazette.
- (d) Where an Employee is transferred to a new position and:
 - (i) is required to occupy a police residence; or
 - (ii) is transferred for a specified term on the basis that at the conclusion of that term the Employee will be further transferred to another position, then the Employee may, at the time of commencing work in accordance with this clause, inform the Employer in writing of an election to defer entitlements under **clause(s) 13.7.3** and/or **13.7.4** as the case may be.
- (e) Where the Employee so elects then the relevant periods for sale and/or purchase, as the case may be, will commence on the day on which the Employee is no longer required to occupy a police residence, or is transferred to another position but not for a specified term or is no longer subject to transfer for a specified term, as the case may be.
- (f) Reimbursement of costs for Purchase of Residence is dependent upon sale of previous ordinary place of residence other than Employees in Required to Occupy residences.
- (g) An Employee transferred to a new position who contracts to sell the residence ordinarily occupied by the Employee at the former position after the notification in the Police Gazette of the Employee's transfer back to the former position will not be entitled to reimbursement in respect of costs associated with the sale of that residence.

13.7.7 Living Away from Home Allowance

- (a) A Living Away From Home Allowance is payable upon commencement or transfer for living away from a Dependent. Reimbursement of the actual costs of meals and accommodation etc. is limited to a weekly maximum as prescribed in **Schedule C** for up to 12 months after the transfer or commencement, inclusive of any period as a Recruit.

“**Dependent**” in relation to an Employee means:

1. Partner; or
2. child/children; or
3. other family member and who relies on the employee for main support; and

who reside with the Employee.

- (b) The Living Away From Home Allowance is payable where it is demonstrated that:
- (i) The Employee has made reasonable efforts to find suitable accommodation, having regard to availability, size or standard of accommodation for themselves and their families prior to the Employee commencing work in their new location and has failed;
 - (ii) The Employee has consulted and advised the Employer prior to commencement at their new location that they have been unable to find accommodation for themselves and their family, and are therefore required to temporarily live apart from their family upon their commencement in the new location; and
 - (iii) The Employee continues to make reasonable efforts to find accommodation after they transfer to their new location.
- (c) An Employee in receipt of the Living Away From Home Allowance will not be entitled to travelling expenses under **clause 13.1.3** for such living away. If the Employee travels on duty from the place at which the Employee is living away, they will be paid the appropriate travelling allowance for such travel, in addition to the Living Away From Home Allowance. Where the Employee is absent on duty travelling for 1 week or more from the place at which they are living, the Living Away From Home Allowance will cease to be paid.
- (d) An Employee in receipt of the Living Away From Home Allowance who is on leave for less than 1 week shall continue to be paid such allowance. An Employee on leave for 1 week or more will not be paid the Living Away From Home Allowance.

13.7.8 Expenses on Appointment

As a result of being appointed as a member of Victoria Police, the Employee is entitled to the following in connection with relocating from their place of residence to another in Victoria:

(a) **Employees assigned to Special Category or Priority positions**

Where an Employee on appointment, during probation or confirmation to Victoria Police is assigned to a special category or priority position, in addition to any entitlements under **clauses 13.7.8 (b) & (c)** they will be entitled, to reimbursement of sale and purchase costs as specified in **clauses 13.7.2 to 13.7.6**.

(b) **Where the Employee was resident overseas:**

- (i) payment of economy class air fare for themselves and their Substantially Dependent Partner and/or Substantially Dependent Children;
- (ii) reimbursement of actual expenses reasonably incurred up to a maximum as specified in **Schedule C** for the removal of personal effects;

- (iii) The Living Away from Home Allowance as prescribed in **clause 13.7.7** if applicable.
- (c) **Where the Employee was resident in Australia:**
- (i) payment of economy class air fare or first class rail fare for themselves and their Substantially Dependent Partner and/or Substantially Dependent Children; or
 - (ii) if the Employee has used their private motor vehicle, kilometre allowance as prescribed in **clause 13.3.1** plus the actual reasonable accommodation and meal costs incurred whilst travelling;
 - (iii) reimbursement of actual expenses reasonably incurred and necessarily incurred for the removal of furniture and effects dependent on where they are relocating from in Australia the maximum of which is specified in **Schedule C**, including the cost of comprehensive insurance cover for such furniture and effects whilst in transit up to a maximum as specified in **Schedule C**.
 - (iv) The Living Away from Home Allowance as prescribed in **clause 13.7.7** if applicable.

13.7.9 Relocation Expenses on Retirement

(a) **Definitions**

For the purposes of this clause “**retirement**” means:

- (i) Age retirement including where the Employee is 50 years of age or over as per clause 16A(2) of the PR Act or has had 30 years service; or
- (ii) Ill health retirement.

(b) **Transfers within Victoria**

- (i) Retiring Employees will be provided by the Employer with free first class rail fare for themselves and any dependent as defined in **clause 13.7.7** for the purpose of taking up permanent residence after retirement to a different part of the State from the residence occupied by the Employee prior to retirement.
- (ii) Where Employees use their own motor car for such purposes for themselves and their dependent(s) as defined in **clause 13.7.7**, they will be paid the equivalent of the first class rail fares or kilometre rates (as per **clause 13.3.1**); whichever amount is the lesser for such journey. In addition they will be entitled to have their furniture and effects transported to the new permanent residence at the reasonable expense of the Employer and an entitlement to accelerated depreciation as per **clause 13.7.1(c)**.

(c) **Transfers outside Victoria**

Where a retiring Employee intends making their permanent residence outside the State of Victoria, the Employee is entitled to be paid the relocation expenses to the Victorian border only for themselves and Substantially Dependent Partner and/or Substantially Dependent Children provided in **clause 13.7.9(b)** above.

14 PERSONAL LEAVE

Personal leave entitlements under this clause are:

- (a) Basic Sick Leave;
- (b) Supplementary Sick Leave;
- (c) Special Sick Leave;
- (d) Other Sick Leave;
- (e) Paid Carer's Leave;
- (f) Unpaid Carer's Leave;
- (g) Compassionate Leave.

Returned Servicepersons' Sick Leave and Reserve Defence Force Sick Leave are located at **clause 17** of this Agreement.

14.1 Definitions

For the purposes of this clause:

"Accrued Sick Leave" means an Employee's entitlement to paid sick leave accrued before the date of commencement of this Agreement.

"Basic Sick Leave" is paid leave in accordance with **clause 14.2** granted to an Employee who is ill or injured and unfit for work.

"Continuous Sick Leave" includes any continuous period taken as Workers' Compensation Leave.

"Immediate Family" means:

- (i) the Employee's spouse (including the Employee's former spouse, de facto spouse and former de facto spouse). The Employee's "**de facto spouse**" means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the Employee; and
- (ii) a child or adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling or equivalent step relationship of the Employee or the Employee's spouse.

"Registered Medical Practitioner" means a registered Doctor of Medicine

"Registered Health Practitioner" means a registered health practitioner as defined by Division 5 of Part 7 of the *Workplace Relations Act 1996* (Cth) (**WR Act**) and includes the following: Doctor of Medicine; Dentist; Physiotherapist; Chiropractor; Osteopath; Psychologist; Podiatrist; Optometrist; or practitioner registered by the Chinese Medicine Registration Board of Victoria.

"Service" means **"continuous service"**, inclusive of any period of absence on leave. Any period of leave without pay, except for unpaid leave taken in the first 52 weeks of Parental Leave, in excess of [6] months will not count as service for sick leave purposes to the extent that it exceeds [6] months.

"Sick Leave" means Basic, Accrued and Supplementary Sick Leave.

"Supplementary Sick Leave" means paid leave in accordance with **clause 14.3** granted to an Employee who is ill or injured and unfit for work.

14.2 Basic Sick Leave

14.2.1 Entitlement to Basic Sick Leave

- (a) A Recruit will be granted an entitlement to 5.85 hours' Basic Sick Leave for each completed 4 week period or part thereof of the Training Period.
- (b) Upon completion of the Training Period, Employees are entitled to 152 hours' Basic Sick Leave. This entitlement to Basic Sick leave is granted in

advance, and applies in respect of the Employee's first two years of service after completion of the Training Period.

- (c) Upon appointment (other than where covered by **sub-clause (a)**) an Employee will be granted an entitlement to 152 hours' Basic Sick Leave in respect of the Employee's first two years of Service.
- (d) A further entitlement to 76 hours of Basic Sick Leave will be credited on completion of two years' Service and each year's Service thereafter.
- (e) Unused Basic Sick Leave accumulates from year to year.
- (f) Basic Sick Leave will only be granted to an Employee if the Employee meets the notification and documentation requirements in **clauses 14.2.2 and 14.2.3**.
- (g) An Employee will not be granted Basic Sick Leave for a period during which the Employee is absent from work because of personal illness or injury for which the Employee is receiving compensation payable under the *Accident Compensation Act 1985 (Vic)*.

14.2.2 Notification

- (a) An Employee who is ill and unfit for work must notify the Employer of the Employee's inability to attend work. Such notification should be made at soon as reasonably practical, preferably before the commencement of the Employee's work. However an Employee is not required to provide notification in accordance with this clause if the Employee is unable to do so due to circumstances beyond the Employee's control.

14.2.3 Documentation

- (a) Subject to **sub-clauses (e)** and **(g)**, if the Employee is absent for a period exceeding three consecutive rostered shifts, the Employee will only be granted Basic Sick Leave if the Employee provides a medical certificate from a Registered Health Practitioner.
- (b) Subject to **sub-clauses (e)** and **(g)**, once an Employee has taken a total of 38 hours' Sick Leave in any year of service without a certificate, the Employee will only be granted further Basic Sick Leave if the Employee provides a medical certificate.
- (c) The medical certificate from the Registered Health Practitioner must be issued only in respect of the area of practice in which the practitioner is registered or licensed.
- (d) The medical certificate must state that, in the Registered Health Practitioner's opinion, the Employee is unfit for work because of illness or injury.
- (e) If it is not reasonably practicable for the Employee to provide a medical certificate, the Employee must provide a statutory declaration.
- (f) The statutory declaration must state that the Employee is unfit for work because of illness or injury.
- (g) An Employee is not required to provide documentation in accordance with this clause if the Employee is unable to do so due to circumstances beyond the Employee's control.

14.3 Accrued Sick Leave and Supplementary Sick Leave

14.3.1 Entitlement to Supplementary Sick Leave

- (a) Upon completion of the Training Period, Employees are entitled to 76 hours' Supplementary Sick Leave. This entitlement to Supplementary Sick Leave is granted in advance, and applies in respect of the Employee's first two years of service after completion of the Training Period
- (b) Upon appointment (other than where covered by paragraph (a)) an Employee will be granted an entitlement to 76 hours' Supplementary Sick Leave in respect of the Employee's first two years of Service.
- (c) A further entitlement to 38 hours of Supplementary Sick Leave will be credited on completion of two years' Service and each year's Service thereafter.
- (d) Unused Supplementary Sick Leave accumulates from year to year.
- (e) Unused Accrued Sick Leave remains available to Employees until exhausted.
- (f) Subject to this clause, Supplementary Sick Leave and Accrued Sick Leave will only be granted to an Employee if the Employee has exhausted the Employee's Basic Sick Leave entitlements and meets the notification and documentation requirements in **clauses 14.3.2 and 14.3.3**.
- (g) An Employee will not be granted Supplementary Sick Leave or Accrued Sick Leave if the Employee's absence is proven not to be due to illness or injury or arises from improper or vicious conduct or excessive indulgence in alcohol or improper or illegal practice on the part of the Employee.
- (h) Where the Employer has doubts as to the cause of illness or the reason for absence, the Employer may, before accepting a medical certificate refer such certificate to the Police Medical Officer for report, or direct the Employee concerned to attend the Police Medical Officer for examination.
- (i) Any Employee who is able to, but fails to attend the Police Medical Officer when so instructed by the Employer will not be entitled to take Supplementary Sick Leave or Accrued Sick Leave.
- (j) Where an Employee has been on continuous Sick Leave for 52 weeks they will not be entitled to take any further Supplementary Sick Leave or Accrued Sick Leave without the express approval of the Employer.
- (k) Where an Employee has been on continuous Sick Leave for 52 weeks and is not granted approval to take or continue taking Supplementary Sick Leave or Accrued Sick Leave, the Employee will only be entitled to take further Supplementary Sick Leave or Accrued Sick Leave:

 - (i) in respect of a different illness or injury to that which resulted in the 52 week's Continuous Sick Leave; or
 - (ii) where the Employee has returned for 20 consecutive rostered days exclusive of rest days; or
 - (iii) where the Employee is on an approved return to work plan, has attended to work on 20 consecutive occasions in accordance with that plan and is reasonably expected to return to pre-injury hours within the following 3 months. Where the Employee has not returned to pre-

injury hours by the completion of the 3 months the period may be extended..

- (l) If the Employee recovers or receives at law or by settlement or under the *Accident Compensation Act 1985* (Vic), compensation or benefit which is substantially the same as Supplementary Sick Leave or Accrued Sick Leave, the Employee shall not be entitled to Supplementary Sick Leave in addition to such compensation or benefit.

14.3.2 Notification

- (a) An Employee who is ill and unfit for work must notify the Employer of the Employee's inability to attend work. Such notification must be as soon as reasonably practical before the commencement of the Employee's work. However an Employee is not required to provide notification in accordance with this clause if the Employee is unable to do so due to circumstances beyond the Employee's control.

14.3.3 Documentation

- (a) If the Employee is absent for a period exceeding three consecutive rostered shifts, the Employee will only be granted Supplementary Sick Leave or Accrued Sick Leave if the Employee provides a medical certificate from a Registered Health Practitioner.
- (b) Once an Employee has taken a total of 38 hours' Sick Leave in any year of service without a certificate, the Employee will only be granted further Supplementary Sick Leave or Accrued Sick Leave if the Employee provides a medical certificate from a Registered Health Practitioner.
- (c) The medical certificate must not be in respect of a period exceeding 28 days.

14.4 Sickness during Recreation Leave, Long Service Leave or Accrued Time Off

Where an Employee suffers illness during an absence on recreation leave or long service leave or Accrued Time Off, the Employee will be entitled to take Sick Leave (as applicable) if the Employee provides a medical certificate in accordance with the relevant provisions stating that the Employee is unfit for work for a period and the period of recreation leave, long service leave or Accrued Time Off will be re-credited to the Employee.

14.5 Special Sick Leave

14.5.1 The Employer may grant Special Sick Leave for a period of no more than 3 months in cases of serious illness or justifiable cause on the recommendation of the Police Medical Officer or Registered Medical Practitioner.

14.5.2 Special Sick Leave will be paid at the Employer's discretion.

14.6 Other Sick leave

14.6.1 The Employer may grant an Employee additional sick leave where the Employee's Sick Leave entitlements have been exhausted and:

- (a) an Employee is unable to attend work due to an infectious and contagious disease, having regard to the restrictions imposed by law and the assessment of a Registered Medical Practitioner; or
- (b) where the Employer reasonably believes that the Employee is in such a state of health as to render the Employee a danger to other Employees and/or any other person in the normal course of the Employee's duties and

the Employer requires the Employee to absent himself or herself from the workplace until the Employee provides to the Employer a clearance from a Registered Medical Practitioner or the Police Medical Officer.

14.6.2 Sick Leave granted in accordance with **clause 14.6.1** will be paid unless the Employee fails to report the fact that the Employee has contracted an infectious or contagious disease.

14.6.3 Pulmonary Tuberculosis

An Employee, who is certified by a Registered Medical Practitioner to be suffering from pulmonary tuberculosis and to be probably curable, may be granted 12 months leave of absence on full pay. Such leave may be conditional on the Employee undergoing treatment in a specified health care facility when so recommended by the Police Medical Officer. Leave granted for this purpose, which is in excess of the amount currently available in the Employee's credit, shall not be regarded as a debit. If in the opinion of the Police Medical Officer the disease is curable but the member is still not able to return to work and will require further treatment, further leave may be granted on such terms and conditions as the Employer may determine.

14.6.4 Poliomyelitis

If any Employee is certified by a Registered Medical Practitioner to be suffering from poliomyelitis or the after effects thereof, and to be unfit for work, leave of absence may be granted by the Employer for 6 months, on full pay and 3 months on half pay. Leave granted for this purpose, which is in excess of the amount currently available in the Employee's credit, shall not be regarded as a debit. On resumption of work the Employee shall be entitled to a total initial credit of not less than 15 days.

14.7 Paid Carer's Leave

14.7.1 An Employee may in each year of service take up to 76 hours of their Sick Leave entitlement for the purpose of providing care or support to a member of the Employee's Immediate Family or household who requires care or support because of:

- (a) a personal illness, or injury; or
- (b) an unexpected emergency.

14.7.2 Leave in accordance with this sub-clause will only be granted to an Employee if the Employee meets the notification and documentation requirements in **clauses 14.7.3 and 14.7.4**.

14.7.3 Notification

- (a) The Employee must notify the Employer of the Employee's need to take carer's leave. Such notification must be as soon made as soon as reasonably practical, preferably before the commencement of the Employee's work. However an Employee is not required to provide notification in accordance with this clause if the Employee is unable to do so due to circumstances beyond the Employee's control.

14.7.4 Documentation

- (a) The Employee must, if required, provide a medical certificate from a Registered Health Practitioner or statutory declaration where the Employee requires carer's leave because of an illness or injury of a member of the Employee's Immediate Family or household.

- (b) The Employee must, if required, provide a statutory declaration where the Employee requires carer's leave because of an unexpected emergency affecting a member of the Employee's Immediate Family or household.
- (c) A medical certificate from a Registered Health Practitioner must only be issued in respect of the area of practice in which the practitioner is registered or licensed.
- (d) A medical certificate must state that, in the Registered Health Practitioner's opinion, the member of the Employee's household or Immediate Family is suffering from illness or injury.
- (e) A statutory declaration must state that the Employee requires carer's leave to provide care or support to a member of the Employee's Immediate Family or household because the member requires care or support due to illness or injury or an unexpected emergency.
- (f) If an Employee does not provide a medical certificate or statutory declaration in support of paid carer's leave the provisions of **clause 14.2.3** will apply.
- (g) An Employee is not required to provide documentation in accordance with this clause if the Employee is unable to do so due to circumstances beyond the Employee's control.

14.8 Unpaid Carer's Leave

- 14.8.1** Once an Employee has exhausted the Employee's paid carer's leave entitlements, the Employee will be entitled to up to 2 days' unpaid leave for each occasion when a member of the Employee's Immediate Family or household requires care or support during such period because of illness, injury or an unexpected emergency.
- 14.8.2** An Employee will only be granted unpaid carer's leave if the Employee complies with the notification and documentation requirements in respect of paid carer's leave.

14.9 Fitness for work

- 14.9.1** The Employer may direct any Employee, to attend at the Police Medical Officer for medical examination as prescribed below, and where such Employee so attends under the order of the Employer, such medical examination shall be free of charge:
 - (a) Where the Employee has been on personal leave for personal illness for at least 28 days and who provides a medical certificate indicating an ongoing incapacity for the duties of their position; or
 - (b) Where the Employee provides a medical certificate (including workers compensation) indicating a permanent and/or ongoing incapacity to perform the duties of their position; or
 - (c) Where the Employee fails to attain mandatory qualifications for the position they own because of a verified medical condition; or
 - (d) Where the Employee indicates a severe or chronic medical related condition as a result of the Victoria Police mandatory physical fitness assessment process; or
 - (e) Where the Employer is of the opinion that an Employee is unfit through their mental or physical condition to continue in the Police Force.

- 14.9.2** An Employee who fails to attend an examination by the Police Medical Officer after being ordered or directed to do so may be subject to appropriate action.
- 14.9.3** Where an Employee is continuously absent from work on account of illness beyond a period of 13 weeks, they shall not be permitted to resume work until a Registered Medical Practitioner has certified that they are fit to resume work.

14.10 Compassionate Leave

14.10.1 Employees will be entitled to 3 days' paid compassionate leave for each occasion where a member of their Immediate Family or household:

- (a) contracts or develops an illness or injury that poses a serious threat to their life; or
- (b) sustains an injury that poses a serious threat to their life; or
- (c) dies.

14.10.2 Additional leave with or without pay may be granted where it is considered by the Employer that the paid leave provided is inadequate having regard to the circumstances.

14.10.3 Leave granted under this provision will count as Service for the purposes of recreational, sick and long service leave accrual.

14.11 Special Leave for Recruits

The Employer may, for reasons not elsewhere provided in this agreement, grant a Recruit leave with pay up to a maximum of 10 working days during their employment as a Recruit.

15 PARENTAL LEAVE

15.1 Eligibility

15.1.1 Employees who have at least 12 months' continuous service will be entitled to Parental Leave in accordance with this clause.

15.1.2 Employees with less than 12 months' continuous service will be entitled to:

- (a) paid Pre-Natal leave as specified in **clause 15.4.1**; and
- (b) the period of paid Paternity/Partner leave as specified in **clause 15.4.4** (or an equivalent period of leave for a female that has given birth to the child or for an Employee in connection with the adoption of a child); or
- (c) leave without pay as a primary care giver, in connection with the birth or adoption of a child, for a period not exceeding 52 weeks in accordance with **clause 15.2**.

15.2 Total Quantum of Parental Leave Available

15.2.1 Parents are entitled to a combined total of 52 weeks' Parental Leave (including paid leave as specified in **clauses 15.4.2 or 15.4.3 or 15.4.4**) on a shared basis in relation to the birth or adoption of their child. For females (in connection with giving birth), Maternity Leave may be taken and for males/partners, Paternity/Partner Leave may be taken. Adoption Leave may be taken in the case of adoption by males and females.

15.2.2 Parental Leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- (a) for Maternity and Paternity/Partner Leave, an unbroken period of up to one week at the time of the birth of the child.
- (b) for Adoption Leave, an unbroken period of up to 3 weeks starting on the day of placement of the child.

15.2.3 An Employee who is entitled to Maternity / Paternity / Partner / Adoption Leave without pay may, in lieu of the whole or part of that leave without pay, utilise the whole or part of any recreational leave or long service leave to which they are entitled, at full or half pay, provided that, subject to **clause 15.2.2** and **15.3.2**, the combined total of all leave shall not exceed 52 weeks.

15.3 Administrative Arrangements

15.3.1 Notification requirements

(a) Prior to going on leave

Unless there is a compelling reason not to do so, the Employee must provide notice to the Employer in advance of the expected date of commencement of Parental Leave. The notice requirements are:

(i) General Notification

- (A) When the Employee gives notice pursuant to **clause 15.3.1(a)(ii) or (iii) or (iv)**, the Employee must also provide a statutory declaration stating particulars of any period of Paternity/Partner or other authorised leave of the same type sought or taken by their Partner because of the expected birth/adoption.
- (B) The Employee will not be in breach of this clause if they could not comply with its requirements due to circumstances beyond their control.

(ii) Maternity leave

- (A) At least 10 weeks notice of the expected date of birth of the child (included in a certificate from a Registered Medical Practitioner stating that the Employee is pregnant).
- (B) At least 4 weeks notice of the date on which the Employee proposes to commence Maternity Leave and the period of leave to be taken.

(iii) Adoption Leave

- (A) The Employee will provide to the Employer a written application for Adoption Leave, specifying the first and last days of the period of proposed Adoption Leave, at least 10 weeks before the first day of the proposed period of Adoption Leave.
- (B) Before Adoption Leave commences, the Employee will provide to the Employer a statutory declaration stating:
 - I.** the first and last days of the period (or periods) of any other authorised leave taken, or intended to be taken by the Employee because of the placement of the child;
 - II.** except in relation to leave taken simultaneously with the child's other adoptive parent under **clause 15.2.2**, that the Employee is seeking adoption leave to become the primary care-giver of the child;

III. the first and last days of the period (or periods) of adoption leave, or any other authorised leave of the same type as Adoption Leave, taken, or intended to be taken, by the Employee's Partner because of the placement of the child.

(C) The Employer may require an Employee to provide a statement from an adoption agency of the day when the placement is expected to start.

(iv) Paternity/Partner Leave

The Employee will notify the Employer of the following at least 10 weeks prior to the proposed period of Paternity/Partner Leave:

(A) a certificate from a Registered Medical Practitioner which names the Employee's Partner and states that she is pregnant and the expected date of birth/ the date on which the birth took place; and

(B) written notification of the dates on which he/she proposes to start and finish the period of Paternity/Partner Leave; and

(C) except in relation to parental leave taken simultaneously with the child's mother under **clause 15.2.2**, a statutory declaration stating:

I. he/she will take that period of Paternity/Partner Leave to become the primary caregiver of a child; and

II. the first and last days of the period (or periods) of any Maternity Leave, or any other authorised leave of the same type as maternity leave intended to be taken, or already taken by the Employee's Partner because of the pregnancy, the birth, expected birth or adoption.

(b) Returning to work after a period of Parental Leave

(i) The Employee will confirm his/her intention of returning to work by notice in writing to the Employer, giving not less than 4 weeks' notice prior to the expiration of the period of parental leave, where the period of leave exceeds 4 weeks.

(ii) Unless an Employee has applied for and been successful in gaining a transfer or promotion an Employee returning to work after a period of parental leave not exceeding 52 weeks will be entitled to return to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to **clause 15.4.2(b)**, the Employee will be entitled to return to the position she held immediately before such transfer.

(iii) Unless an Employee has applied for and been successful in gaining a transfer or promotion an Employee whose period of parental leave exceeds 52 weeks will be entitled to return to a position that has the same rank, same remuneration, similar duties and at the closest practicable location that they held prior to proceeding on parental leave or transferred to a safe job.

(iv) Where such position no longer exists but there are other positions available for which the Employee is qualified, and is capable of performing, the Employee will be entitled to a position which is nearest in status and remuneration to the Employee's former position.

- (v) Where an Employee has started a period of Adoption Leave and the placement of the child for adoption does not proceed, the Employee will notify the Employer immediately and the Employer will nominate a time at least four weeks from receipt of notification for the Employee's return to work but the Employee may return earlier by agreement between the Employer and the Employee.

15.3.2 Right to Request Extension

An Employee entitled to Parental Leave pursuant to the provisions of **clause 15.2.1** may, for the purpose of assisting the Employee to reconcile work and parental responsibilities, request the Employer to allow the Employee to:

- (a) extend the period of simultaneous Parental Leave provided for in **clause 15.2.2** up to a maximum of 8 weeks; and/or
- (b) extend the period of unpaid Parental Leave provided for in **clause 15.2.1** by a further continuous period of leave not exceeding 12 months.

15.3.3 Variation of Period of Parental Leave

An Employee may seek to extend/change the period of Parental Leave under **clause 15.3.2(a) or (b)**, on one occasion unless otherwise agreed between the Employer and Employee. Any such change is to be notified as soon as possible but no less than 14 days prior to the date upon which the Employee is due to return to work from the initial period of parental leave.

15.3.4 Right to Request Part Time Work

- (a) An Employee entitled to Parental Leave pursuant to the provisions of **clause 15.2.1** may, for the purpose of assisting the Employee to reconcile work and parental responsibilities, request the Employer to allow the Employee to return from a period of Parental Leave on a part-time basis until the child reaches school age.
- (b) Where an Employee wishes to make a request under **clause 15.3.4(a)**, such a request must be made as soon as possible but no less than 7 weeks prior to the date upon which the Employee is due to return to work from parental leave.

15.3.5 Consideration of Requests

- (a) The Employer shall in considering a request made under **clauses 15.3.2 and 15.3.4** have regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's operations. Such grounds may include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (b) The Employee's request and the Employer's decision made under **clause 15.3.2 and 15.3.4** will be recorded in writing.

15.3.6 Communication during Parental Leave

- (a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer will take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and

- (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- (b) The Employee will take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (c) The Employee will notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with **clause 15.3.6(a)**.

15.4 Entitlements

15.4.1 Pre-Natal Leave

An Employee who is pregnant or whose Partner or former Partner is pregnant and provides a medical certificate stating such, will in addition to any other form of Parental Leave be entitled to:

- (a) For Employees who are pregnant, paid leave totalling up to 35 hours per pregnancy to enable her to attend the routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate; or
- (b) For Employees whose Partner or former Partner is pregnant, paid leave totalling up to 7.6 hours per pregnancy to enable the Employee's attendance at routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate; and
- (c) An Employee's work area should be flexible enough to allow the Employee the ability to leave work and return on the same day.

15.4.2 Maternity Leave

(a) Regular Maternity Leave

- (i) The paid maternity leave entitlement is 14 weeks on full pay or 28 weeks at half pay.

(ii) Effect on Recreation, Long Service and Sick Leave.

For the purposes of leave accrual:

- (A) The period of paid Maternity Leave counts as service in regard to recreation and long service leave;
- (B) the first 52 weeks of maternity leave counts as service in regard to sick leave.

(iii) Access to paid and unpaid Maternity Leave

- (A) An Employee will be granted the entitlement as per **clause 15.4.2(a)(i)**, to be taken in connection with the birth of her baby either before and/or after the birth; and/or
- (B) if she is the primary care giver, be entitled to a further period of unpaid leave, but the total of her paid and unpaid leave must not exceed 52 weeks (subject to **clauses 15.2.1** and **15.3.2(b)**).
- (iv) Subject to **clause 15.1** and unless agreed otherwise between the Employer and Employee an Employee may commence her maternity

leave at any time within 6 weeks immediately prior to the expected date of birth.

- (v) Where an Employee continues to work within the 6 week period immediately prior to the expected date of birth, the Employee will provide a medical certificate to the Employer, from a Registered Medical Practitioner, stating that she is fit to work her normal duties.
- (vi) Where the Employee is unable to provide the medical certificate the Employer may require the Employee to commence Maternity Leave.

(b) Transfer to a Safe Job

- (i) Where an Employee is pregnant and, in the opinion of a Registered Medical Practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if reasonably practicable, be transferred to a safe job with no other change to the Employee's terms and conditions of appointment.
- (ii) If the transfer to a safe job is not reasonably practicable, the Employee may elect, or the Employer may require the Employee to commence paid leave for such period as is certified necessary by a Registered Medical Practitioner or until the end of the pregnancy.
- (iii) The entitlement to leave is in addition to any other leave entitlement the Employee has.

(c) Special Maternity Leave

- (i) Where the pregnancy of an Employee not then on maternity leave terminates during the first 20 weeks other than by the birth of a living child, then the Employee may take unpaid maternity leave, unpaid sick leave and/or access any paid Sick Leave of such periods as a Registered Medical Practitioner certifies as necessary.
- (ii) An Employee will be entitled to the same period of paid maternity leave as prescribed in **clause 15.4.2(a)(i)** where the pregnancy has advanced beyond 20 weeks and is terminated other than by the birth of a living child and any unpaid maternity leave of such periods as a Registered Medical practitioner certifies as necessary.
- (iii) Where an Employee is suffering from an illness not related to her pregnancy, the Employee may take any paid Sick Leave to which she is entitled in addition to unpaid Maternity Leave.
- (iv) Where an Employee not then on Maternity Leave suffers illness related to her pregnancy, she may take any paid Sick Leave to which she is then entitled and such further unpaid Maternity Leave as a Registered Medical Practitioner certifies is necessary before her return to work.

15.4.3 Adoption Leave

The paid Adoption Leave entitlement is:

- (a) 14 weeks on full pay or 28 weeks at half pay for the primary care giver;
- (b) 1 week on full pay or 2 weeks at half pay for the secondary care giver.
- (c) **Effect on Recreation, Long Service and Sick Leave**

For the purposes of leave accrual, any paid leave provided under this clause will count as service.

(d) Access to paid and unpaid Adoption Leave

- (i)** An Employee will be granted the entitlement as per **clause 15.4.3** to be taken in connection with the adoption of a child for whom they have accepted responsibility either before and/or after the adoption.
- (ii)** If the Employee is the primary care giver, they will be entitled to a further period of unpaid leave, but the total of paid and unpaid leave must not exceed 52 weeks (subject to **clauses 15.2.1, 15.2.2 and 15.3.2(b)**);
- (iii)** An Employee will be entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. In this circumstance, the Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.
- (iv)** Where an Employee has not yet started a period of Adoption Leave and the placement of the child for adoption does not proceed, the Employee is not entitled to Adoption Leave.

(e) Interaction with Paternity/Partner Leave

For the avoidance of doubt, no Employee is entitled to both Adoption Leave and Paternity/Partner Leave.

15.4.4 Paternity/Partner Leave

- (a)** The paid Paternity/Partner Leave entitlement is 1 week on full pay or 2 weeks at half pay.

(b) Effect on Recreation, Long Service and Sick Leave

For the purposes of leave accrual any paid leave provided under this **clause 15.4.4** will count as service.

(c) Access to paid and unpaid Paternity/Partner Leave

- (i)** An Employee will be granted the entitlement as per **clause 15.4.4**, to be taken in connection with the birth of a baby by the Employee's Partner or former Partner; or
- (ii)** An Employee will be entitled to the same period of paid Paternity/Partner Leave under **clause 15.4.4** if their Partner or former Partner's pregnancy has terminated other than by the birth of a living child beyond 20 weeks;
- (iii)** If the Employee is the primary care giver, they will be entitled to a further period of unpaid leave, but the total of paid and unpaid leave taken by both parents in connection with the birth of the child must not exceed 52 weeks (subject to **clauses 15.2.1, 15.2.2, and 15.3.2(b)**).

16 RECREATIONAL LEAVE

16.1 An Employee (excluding Recruits) will be entitled to Recreation Leave in accordance with whichever is applicable of **clauses 16.6, 16.7, 16.8, 16.9 or 16.10.**

16.2 Such leave is to be calculated on a pro-rata basis for any period of employment which is less than twelve months.

16.3 Where an Employee has any period of service which is less than 12 months in any year, the Employee's Recreational Leave entitlement will be adjusted on termination of the appointment to reflect the Employee's entitlement under **clause 16.2** and, where the Employee has taken Recreational Leave in excess of the Employee's entitlement, an equivalent payment will be owed by the Employee to the Employer and may be deducted from any monies owing to the Employee.

16.4 Entitlement to Rest Days while on Recreational Leave

Where an Employee takes a week of Recreational Leave they will be entitled to 7 days off work inclusive of two rest days and be deemed to have utilised 38 hours of Recreational Leave.

16.5 Access to Single Days of Recreational Leave

The Employer may agree to provide to the Employee, if requested, access to their recreational leave in single days.

16.6 Full Time Employees Entitled to 9 weeks' Leave

16.6.1 All Employees except those provided for in **clauses 16.7, 16.8, 16.9 and 16.10** will be entitled to 9 weeks (342 hours) leave.

16.6.2 9 weeks leave means 266 hours Recreational Leave plus 76 hours Accrued Time Off. A 40 hour week will be worked as well as regular shift work and Public Holidays will be worked as rostered.

16.7 Revised Leave

"revised leave" means leave in accordance with **clauses 16.8, 16.9 and 16.10.**

Unless an Employee has successfully applied for an advertised position with revised leave entitlements since 23 June 1998 or they have made an election in accordance with **clause 16.10**; they are entitled to 9 weeks (342 hours) leave in accordance with **clause 16.6.2.**

16.8 Full Time Employees Entitled to 8 Weeks' Leave

16.8.1 8 weeks' (304 hours) leave will apply in the following Departments and functions unless greater leave entitlements are specified otherwise in position descriptions and in any advertisement:

- (a) Employees in the following Departments:
 - (i) Airlie Leadership Development Centre;
 - (ii) All Prosecutor Positions;
 - (iii) Education Department; and
 - (iv) Functions detailed in the table below.

Department	Rank	Description	No of Positions
Crime Department	Superintendent	Superintendent Crime Department	6
Ethical Standards Department	Superintendent	Ethical Standards Officer	4
Forensic Services	Superintendent	Assistant Director, Crime Scene	1

Department		Division	
Intelligence & Covert Support Department	Superintendent	Divisional Superintendent	2

16.8.2 8 weeks' leave means 228 hours Recreational Leave plus 76 hours' Accrued Time Off. A 40 hour week and Public Holidays will be worked. There is no requirement to work regular Weekends or shifts other than day shifts.

16.9 Full Time Employees Entitled to 6 Weeks' Leave

16.9.1 6 weeks' (228 hours) leave will apply in the following Departments and functions unless greater leave entitlements are specified otherwise in position descriptions and in any advertisement:

- (a) Employees in the following Departments and functions:
 - (i) Office of the Chief Commissioner
 - (ii) Business Information Technology Services
 - (iii) Business Management Department
 - (iv) Corporate Strategy and Performance Department
 - (v) Corporate Management Review Division
 - (vi) Human Resource Department
 - (vii) Licensing Services Division
 - (viii) Operations Coordination Department (except the Prisoner Management Unit)
 - (ix) All Staff Officer Positions
 - (x) Functions detailed in the table below:

Department	Rank	Description	No of Positions
Ethical Standards Department	Inspector	Manager Ombudsman/Police Integrity Liaison Office	1
Licensing Services Division	Superintendent	Manager, Licensing Services	1
Media & Corporate Communications	Superintendent	Assistant Director Corporate Communications	1
	Inspector	Manager Media	1
	Inspector	Manger Bands	1

16.9.2 6 weeks leave means 152 hours Recreational Leave plus 76 hours Accrued Time Off. A 40 hour week will be worked and Public Holidays will be taken as they fall. There is no requirement to work weekends or shifts other than day shift.

16.9.3 The Employer and an Employee may agree at the local level that Public Holidays be worked and days taken in lieu.

16.10 Superintendent Recreational Leave

16.10.1 Superintendents will be entitled to Recreational Leave in accordance with **clauses 16.6, 16.7, 16.8 or 16.9** as relevant, except in the following circumstances:

- (a) Where a Superintendent elects to access a Victoria Police leased vehicle.
 - (i) their Recreational Leave entitlement will be reduced to 4 weeks with Public Holidays to be taken as they fall;
 - (ii) they will not be entitled to Accrued Time Off; and

(iii) they will not be entitled to the leave loading in **clause 16.12**.

16.11 Recreational Leave Accrual

16.11.1 Recreation Leave will be credited at the commencement of each financial year from 1st July 2008.

16.11.2 In order to transition to a leave accrual system based on the financial year Employee's will be credited 0.5 of their annual Recreation Leave entitlement on 1st January 2008.

16.12 Leave Loading

16.12.1 An Employee (excluding a Recruit) paid at or below the rank of Inspector must be paid an additional amount of 17.5% of the Employee's Base Rate of Pay for the first 152 hours of Recreational Leave.

16.12.2 An Employee at the rank of Superintendent except those subject to **clause 16.10** must be paid an additional amount of 17.5% of the Base Rate of Pay of an Inspector progression point 1 for the first 152 hours of Recreational Leave.

16.12.3 Where an employee accrues Recreational Leave on a pro rata basis the 17.5% allowance must only be paid on the first 152 hours of that leave.

16.12.3 Recreational Leave loading will be paid with the first pay in August of each year commencing in 2008. The calculation will be based on the member's Base Rate of Pay as at 1 July of that year.

16.12.4 In order to transition to a leave accrual system based on the financial year Employee's will be paid 0.5 of their annual leave loading entitlement on the first pay in February 2008.

16.13 Recreational Leave for Recruits

16.13.1 A Recruit is entitled to paid Recreational Leave for a period of 11.69 hours for each completed 4 week period or part thereof of the Training Period.

16.13.2 A Recruit who does not complete the Training Period will receive payment in respect of any untaken leave to which the Recruit is entitled under **clause 16.13.1** and Leave Loading Payment for that period.

16.13.3 Payment for leave under **clause 16.13.2** will be paid at the Recruit Base Rate of Pay.

16.13.4 Payment for leave loading under **clause 16.13.2** will be paid at 17.5% of the Recruit Base Rate of Pay.

16.13.5 On successful completion of the Training Period an Employee will be entitled to Recreational leave as prescribed in **clauses 16.7 16.8, or 16.9** as applicable.

16.14 Cashing Out of Accrued Time Off

16.14.1 The Employer may agree to the cashing out of the Employee's Accrued Time Off subject to:

- (a) The cashing out of Accrued Time Off may only occur prior to the beginning of the financial year by written application of the Employee.
- (b) Cashing out is only available for the full amount of Accrued Time Off, that is 76 hours at the Employee's Ordinary Rate of Pay, and not for single days.
- (c) Employees who cash out their Accrued Time Off will still be required to work 40 hours per week.

- 16.14.2 Where the Employer agrees to cash out an Employee's Accrued Time Off they will be paid for the cashing out as soon as practicable after the commencement of the financial year.
- 16.14.3 Where it is agreed to cash out an Employee's Accrued Time Off the Employee will work the equivalent amount of time as and when directed.
- 16.14.4 The direction to work under **clause 16.14.3** may be at the Employee's normal place of work or at an alternate location within a reasonable distance from the normal place of work.
- 16.14.5 Where the direction to work is at an alternate location the Employee will be paid excess time and travel, if applicable, in accordance with **clause 13.4**.

16.15 Purchased Leave

- 16.15.1 An Employee (excluding Recruits) may, with the agreement of the Employer purchase up to two weeks additional Recreational Leave. Access to this entitlement may only be granted on application from an Employee.
- 16.15.2 The purchase of additional leave may only occur prior to the beginning of the financial year and in respect of that financial year.
- 16.15.3 Where the Employer and an Employee agree to the purchase of additional Recreation Leave under **clause 16.15.1**:

- (a) the Employee will receive additional Recreational Leave as follows:

50/52 weeks	Additional 2 weeks' leave
51/52 weeks	Additional 1 week's leave

- (b) the Employee will receive a salary equal to the period worked (eg 50 weeks, 51 weeks) which will be spread over a 52 week period; and
 - (c) accrual of Sick Leave and long service leave by the Employee shall remain unchanged.
- 16.15.4 The Employer will endeavour to accommodate Employee requests for arrangements under this clause, and where such requests are granted will make proper arrangements to ensure that the workloads of other Employees are not unduly affected and that excessive overtime is not required to be performed by other Employees as a result of these arrangements.
- 16.15.5 An Employee may revert to ordinary leave arrangements by giving the Employer no less than four weeks' written notice. Appropriate pro rata salary adjustments will be made where an Employee so reverts to ordinary leave arrangements.

17 OTHER LEAVE

17.1 Returned Servicepersons

17.1.1 Anzac Day Leave

- (a) Every Employee who is a discharged serviceperson and participates in an ANZAC March\Service or similar event will be granted leave of absence on Anzac Day without deduction from the Employee's pay or allowances subject to operational requirements.
- (b) For the purposes of this clause the words "**discharged serviceperson**" means any Employee who holds or is eligible to hold:

- (i) the Australian Active Service Medal, or its predecessor, the Australian Active Service Medal 1945-1975;
 - (ii) the Australian Service Medal, or its predecessor, the Australian Service Medal 1945-1975;
 - (iii) the Police Overseas Service Medal;
- (c) The provisions of **clause 17.1.1** shall also apply to Employees with similar service with another country of the Commonwealth.

17.1.2 Military\Overseas Service Special Sick Leave

- (a) Where the Employer is satisfied that an illness of an Employee with at least six months continuous paid service is directly attributable to, or is aggravated by, service recognised under the *Veterans' Entitlements Act* 1986, including:
- (i) operational service; or
 - (ii) peacekeeping service; or
 - (iii) hazardous service
- the Employee will be credited with 114 hours special leave with pay for each year of service with the Employer from the conclusion of the Employee's operational, peacekeeping or hazardous service.
- (b) Leave under this clause will be cumulative to a maximum of 760 hours.
- (c) This leave is in addition to sick leave under **clause 14**.
- (d) The Employer may require the Employee to provide evidence of the existence of the illness and its relationship to service specified in **clause 17.1.2(a)** from a Registered Practitioner. For the purpose of this clause the definition of "**Registered Practitioner**" will be the same as for **clause 14**.
- (e) For each period of special leave taken, the Employee must satisfy the same evidentiary requirements as specified in **clause 14**, inclusive.

17.2 Defence Force Reserve Sick Leave

- 17.2.1** Any Employee who is required to render service with Defence Reserves, and who, while so serving sustains injury or contracts illness necessitating their absence from work beyond the period of leave granted by the Employer under the provisions of the Police Regulations, may be granted additional paid sick leave on the following terms:
- (a) if compensation is not paid to the Employee by the appropriate Commonwealth Department in respect of such absence the leave may be granted as additional paid sick leave.
 - (b) if compensation is paid and is equal to or exceeds the amount of pay which the Employee would have received and had they been granted sick leave, the leave shall be granted without pay.
 - (c) if compensation is paid, and is less than the amount of pay which the Employee would have received had they been granted sick leave, they may be paid an amount equal to the difference, and their sick leave credit reduced as if they had been granted sick leave for such number of days as is appropriate to the amount of the difference. If the Employee does not have any sick leave credits the Employer may grant Special Sick Leave in accordance with **clause 14.5**.

17.3 Long Service Leave

- 17.3.1** Subject to **clause 17.3.2** of this Agreement, Employees will be entitled to long service leave in accordance with the PR Act and the *Police Regulations 2003* (Vic).
- 17.3.2** Employees are entitled to pro-rata long service leave after an initial 7 years' continuous service.
- 17.3.3** Any pro-rated entitlement taken by an Employee in accordance with **clause 17.3.2** will be off-set against any subsequent entitlement arising under the PR Act or the *Police Regulations 2003* (Vic) that has accrued in respect of the same period.
- 17.3.4** Where a Public Holiday occurs during a period of long service leave, it is not to be regarded as part of the long service leave and the Employee will be granted a day off in lieu.

18 OTHER MATTERS

18.1 Police Air Wing

All appointments to the Police Air Wing will be determined by the Employer on the basis of the Employee's relevant qualifications and experience.

The following classifications shall be paid the relevant salary prescribed for the below-mentioned Levels in accordance with **Schedule A** and for Chief Pilot at the rate of Chief Inspector as per **Schedule E**:

	Definition	Level
Chief Pilot	"Chief Pilot" means the pilot designated by the Chief Commissioner and authorised by the Civil Aviation Safety Authority to perform the duties and responsibilities of a Chief Pilot within the meaning of the Act or Regulations.	
Senior Pilot	"Senior Pilot" means the pilot in charge other than the Chief Pilot who at the direction of the Chief Commissioner and authorised by the Civil Aviation Safety Authority to supervise the duties of other pilots in addition to flying duties performed for the Victoria Police Force.	5
Check and Training Pilot	"Check and Training Pilot" means a pilot directed by the Chief Commissioner and authorised by the Civil Aviation Safety Authority to conduct flight proficiency tests for the issue and renewal of pilot's licences and ratings and who certifies to the competency of pilots so tested in addition to flying duties performed for the Victoria Police Force.	5
Line Pilot (3 years plus with C.I.R Helicopter)	"Line Pilot 3 years plus with C.I.R. (Helicopter)" means a pilot who is a holder of a Commercial or Air Transport Pilot's Licence with a minimum of three years flying experience with Command Instrument Rating (Helicopter) and is authorised by the Chief Commissioner to perform flying duties for the Victoria Police Force.	4

Line Pilot Level 3 (less than 3 years plus with C.I.R Helicopter)	“ Line Pilot Less than 3 years with C.I.R. ” means a pilot who is a holder of a Commercial or Air Transport Pilot’s Licence with less than 3 years flying experience with Command Instrument Rating (Helicopter) and is authorised by the Chief Commissioner to perform flying duties for the Victoria Police.	3
Line Pilot	“ Line Pilot ” means a pilot who is a holder of a Commercial or Air Transport Pilot’s Licence and is authorised by the Chief Commissioner to perform flying duties for the Victoria Police Force.	2

18.1.1 Status of Police Air Wing Employees

Any Employee who holds a police rank when transferred to the Police Air Wing shall continue to hold that rank. This shall apply to Employees currently working at the Police Air Wing and any Employee who may transfer to the Police Air Wing in the future. Employees of the Police Air Wing not qualified for the police rank equivalent to the level set out in **clause 18.1** will not hold that rank.

18.2 Fingerprint Bureau

Employees appointed to the Fingerprint Branch before 4 December 1997 within the following classifications shall be paid the relevant salary prescribed for the below-mentioned Levels in accordance with **Schedule A**:

Manager	Level 5
Senior Fingerprint Expert	Level 4
Fingerprint Expert	Level 3
Fingerprint Technician	Level 2

Progression from a Fingerprint Technician to Fingerprint Expert will be subject to the successful completion of approved training requirements.

Employees who are successful in obtaining any position at the Fingerprint Branch will be appointed to the appropriate level in the structure for that position.

If the Employee is qualified or becomes qualified for the relevant police rank which is equivalent to the classification level in the structure they will also be appointed to that rank.

18.3 Police Bands

The following classifications shall be paid the relevant salary prescribed for the below mentioned Levels in accordance with **Schedule A**:

Bands Classification	Level	Progression Point
Band Leader - Show and Pipe Bands	Level 3	5
		4

Music Director Show and Pipe Bands	Level 3	1
Band Leader Code 1	Level 2	12
Senior Musician	Level 2	7
		6
		5
Musician	Level 1	4
		3
		2
		1

18.3.1 Salary Rates

- (a) All Employees classified as Musician will be eligible to progress to the classification of Senior Musician subject to four years' Force experience and the attainment of the required standard. The progression criteria and the process for progression to Senior Musician will be based on competence and musical ability in an assessment agreed by the parties.
- (b) Any musician failing to attain the progression criteria shall be provided with training and assistance to meet the criteria.

18.3.2 Status of Band Employees

Any Employee who holds a police rank when transferred to the Bands shall continue to hold that rank. This shall apply to Employees currently working at the Bands and any Employee who may transfer to the Bands in the future. Employees of the Bands not qualified for the police rank equivalent to the level set out in **clause 18.3** will not hold that rank.

18.4 Police Residences

18.4.1 Definitions

For the purposes of this clause a "**Police Residence**" means living accommodation owned or leased by Victoria Police:

- (a) which is provided for use by and allocated to an Employee and which, in the opinion of the Employer, the Employee should occupy in order to discharge their duties efficiently; or
- (b) which is part of or in the vicinity of a police station and which for the greater security and continuous operation of that police station is required by the Employer to be occupied by an Employee for the performance of their duties in relation to that police station.

18.4.2 Rent

Where a Police Residence is required to be occupied by an Employee, rent shall be deducted from the Employee's Base Rate of Pay in accordance with the following:

- (a) for a residence which is part of or in the vicinity of a police station, 30 per cent of the rental valuation of such premises as determined from time to time by the Valuer General or 3 per cent of the Employee's Base Rate of Pay, whichever is the lesser;
- (b) for any other residence, 60 per cent of the rental valuation of such premises as determined from time to time by the Valuer General or 6 per cent of the Employee's Base Rate of Pay, whichever is the lesser.

18.4.3 Suitable Temporary Premises

When a Police Residence is not available for occupation by an Employee on the day they are required to take over and perform the duties of the appointment for which the premises are provided, the Employee will be provided with suitable temporary premises (until the Police Residences is available for their occupation) at the same rental that they would be required to pay in respect of the Police Residence.

18.4.4 Private Premises

If an Employee is required to live in private premises during the renovation or rebuilding of the Police Residence provided for their use, they will be provided with such private premises at the same rental that they would be required to pay if they were in occupation of the relevant Police Residence.

18.4.5 Disputes

If an Employee is dissatisfied with the amount deducted or to be deducted for rental of Police Residences, suitable temporary premises or private premises in accordance with **clauses 18.4.2, 18.4.3 or 18.4.4**, they may refer the matter to the Australian Industrial Relations Commission (**AIRC**) to determine the amount to be deducted.

18.5 Recruit Accommodation

Where Recruits, during their Recruit Training, reside at the Police Academy they will be required to pay the amount specified in **Schedule F** per fortnight by direct debit to the Victoria Police Members' Accommodation Fund as an all-inclusive accommodation, meal and establishment fee.

19 DISPUTE RESOLUTION

For the purpose of this clause "**parties**" mean parties to a dispute or grievance, or their representatives.

19.1 Resolution of disputes and grievances

- 19.1.1** Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement, other than termination of employment, must be dealt with in accordance with this clause.
- 19.1.2** This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed workplace agreement.
- 19.1.3** A party may choose to be represented at any stage by a representative, including a union representative or Employer's organisation.

19.2 Obligations of the Parties and Employees

- 19.2.1** The parties to the dispute or grievance must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- 19.2.2** Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to his or her health or safety, has advised the Employer of this concern and has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform.
- 19.2.3** No party or Employee will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

19.3 Discussion of grievance or dispute

- 19.3.1** The dispute or grievance must first be discussed by the aggrieved Employee(s) with the Employee(s) immediate supervisor if appropriate.
- 19.3.2** If the matter is not settled or if it is inappropriate for the matter to be discussed with the immediate supervisor, the Employee(s) or their representative can require that the matter be discussed with another representative of the Employer appointed for the purposes of this procedure.
- 19.3.3** If the matter is not settled, the Employee(s) or their representative may apply to the AIRC to have the dispute or grievance dealt with by conciliation.

19.4 Conciliation

- 19.4.1** Where a dispute or grievance is referred for conciliation, a member of the AIRC shall do everything that appears to the member to be right and proper to assist the parties to agree on terms for the settlement of the dispute or grievance.
- 19.4.2** This may include arranging:
 - (a) conferences of the parties or their representatives presided over by the member; and
 - (b) for the parties or their representatives to confer among themselves at conferences at which the member is not present.
- 19.4.3** Conciliation before the AIRC shall be regarded as completed when:
 - (a) the parties have reached agreement on the settlement of the grievance or dispute; or
 - (b) the member of the AIRC conducting the conciliation is satisfied that there is no likelihood that within a reasonable period, further conciliation will result in agreement by the parties on terms for settlement of the grievance or dispute; or
 - (c) the parties have informed the AIRC member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

19.5 Arbitration

- 19.5.1** If the dispute or grievance has not been settled when conciliation has been completed, the Employee or their representative may request that the AIRC proceed to determine the dispute or grievance by arbitration.

- 19.5.2** Where a member of the AIRC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.
- 19.5.3** Subject to **clause 19.5.5** below, the determination/decision including any interim determination of AIRC is binding upon the parties to it.
- 19.5.4** Subject to **clause 19.5.5** below, any determination/decision will be implemented.
- 19.5.5** An appeal lies to a Full Bench of the AIRC, with the leave of the Full Bench, against a determination/decision of a single member of the AIRC made pursuant to this clause.

19.6 General powers and procedures of AIRC

- 19.6.1** Subject to any agreement between the parties in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, the AIRC may:
- (a) determine matters of procedure as if section 110 of the WR Act applied to the proceedings; and
 - (b) exercise the powers set out in section 111 of the WR Act, to the extent relevant, as if section 111 applied to the proceedings.
 - (c) in the course of dealing with a matter by arbitration make an interim recommendation or determination at any stage in the process prior to the final determination of the dispute by arbitration.

19.7 Publication and privacy obligations during disputes

In accordance with the provisions of section 712 of the WR Act and more particularly section 712(2)(b), the parties, subject to the preservation of any duties of confidence, commercial or otherwise and to any requirements for in-camera hearings due to security or other concerns, consent to and empower the AIRC, after having heard the parties, at its discretion to publicly disclose any recommendation or decision it has reached in order to resolve in whole or in part any dispute under this Agreement.

SIGNATORIES

SIGNED BY THE EMPLOYER

Name in Full:

Explanation of the Person's Authority to Sign.....

Address:

.....

Signature:

Date:

Witnessed By:

Name in Full:

Witness Address:.....

.....

Signature:

Date:

SIGNED BY AN AUTHORISED PERSON ON BEHALF OF THE POLICE FEDERATION OF AUSTRALIA

Name in Full:

Explanation of the Person's Authority to Sign.....

Address:

.....

Signature:

Date:

Witnessed By:

Name in Full:

Witness Address:.....

.....

Signature:

.....

Date:

Schedule A

Salary Schedule - Ordinary Rate of Pay (Including Commuted Penalty Allowance as applicable)

			06/10/07	06/01/08	06/12/08	06/07/09	6/02/10	06/09/10
Level 6	Superintendent	6		\$125,419	\$127,927	\$130,485	\$133,095	\$135,757
		5	\$118,996	\$122,864	\$125,321	\$127,827	\$130,384	\$132,992
		4	\$116,663	\$120,454	\$122,863	\$125,320	\$127,827	\$130,383
		3	\$114,161	\$117,872	\$120,229	\$122,634	\$125,086	\$127,588
		2	\$109,247	\$112,798	\$115,054	\$117,355	\$119,702	\$122,096
		1	\$107,103	\$110,584	\$112,796	\$115,051	\$117,353	\$119,700
Level 5	Inspector	6		\$108,659	\$110,832	\$113,049	\$115,310	\$117,616
		5	\$102,594	\$105,928	\$108,046	\$110,207	\$112,412	\$114,660
		4	\$100,582	\$103,851	\$105,928	\$108,047	\$110,208	\$112,412
		3	\$98,610	\$101,814	\$103,851	\$105,928	\$108,046	\$110,207
		2	\$96,676	\$99,818	\$101,814	\$103,850	\$105,927	\$108,046
		1	\$94,779	\$97,860	\$99,817	\$101,813	\$103,850	\$105,927
Level 4	Senior Sergeant	6		\$84,627	\$87,166	\$89,781	\$91,576	\$95,240
		5	\$81,151	\$83,789	\$86,303	\$88,892	\$90,670	\$94,300
		4	\$80,111	\$82,714	\$85,195	\$87,751	\$89,506	\$93,090
		3	\$79,070	\$81,640	\$84,089	\$86,612	\$88,344	\$91,880
		2	\$78,030	\$80,566	\$82,983	\$85,472	\$87,182	\$90,670
		1	\$76,990	\$79,492	\$81,877	\$84,333	\$86,020	\$89,460
Level 3	Sergeant	6	\$75,610	\$78,068	\$80,800	\$83,224	\$84,889	\$87,011
		5	\$73,752	\$76,149	\$78,814	\$81,179	\$82,802	\$84,872
		4	\$72,660	\$75,022	\$77,648	\$79,977	\$81,577	\$83,616
		3	\$71,567	\$73,893	\$76,479	\$78,774	\$80,349	\$82,358
		2	\$70,475	\$72,765	\$75,312	\$77,571	\$79,123	\$81,101
		1	\$69,382	\$71,637	\$74,144	\$76,369	\$77,896	\$79,843
Level 2	Leading Senior Constable	2	\$71,808	\$74,142	\$75,625	\$77,137	\$78,680	\$80,253
		1	\$69,986	\$72,261	\$73,706	\$75,180	\$76,684	\$78,217
		16					\$76,684	\$78,217
		15				\$73,843	\$75,320	\$76,826
		14			\$70,975	\$72,395	\$73,843	\$75,320
	Senior Constable	13		\$68,895	\$70,273	\$71,678	\$73,112	\$74,574
		12	\$66,065	\$68,213	\$69,577	\$70,968	\$72,388	\$73,835
		11	\$64,505	\$66,601	\$67,933	\$69,292	\$70,678	\$72,091
		10	\$62,944	\$64,990	\$66,290	\$67,615	\$68,968	\$70,347
		9	\$61,662	\$63,666	\$64,939	\$66,238	\$67,563	\$68,914
Level 1	Constable	8	\$60,340	\$62,301	\$63,547	\$64,818	\$66,115	\$67,437
		7	\$59,019	\$60,937	\$62,156	\$63,399	\$64,667	\$65,961
		6	\$58,142	\$60,032	\$61,232	\$62,457	\$63,706	\$64,980
		5	\$57,014	\$58,867	\$60,044	\$61,245	\$62,470	\$63,719
		4	\$51,970	\$53,659	\$54,732	\$55,827	\$56,943	\$58,082
	Recruit	3	\$50,208	\$51,840	\$52,877	\$53,935	\$55,013	\$56,114
		2	\$48,449	\$50,024	\$51,024	\$52,045	\$53,085	\$54,147
		1	\$46,688	\$48,206	\$49,170	\$50,153	\$51,156	\$52,180
		1	\$33,985	\$35,090	\$35,791	\$36,507	\$37,237	\$37,982
		1	\$47,871	\$49,426	\$50,415	\$51,423	\$52,452	\$53,501
Senior PSO	2	\$59,809	\$61,753	\$62,988	\$64,247	\$65,532	\$66,843	
	1	\$58,636	\$60,541	\$61,752	\$62,987	\$64,247	\$65,532	
PSO Grade 1	3	\$51,936	\$53,624	\$54,697	\$55,791	\$56,907	\$58,045	
	2	\$49,711	\$51,326	\$52,353	\$53,400	\$54,468	\$55,557	
	1	\$47,809	\$49,363	\$50,351	\$51,358	\$52,385	\$53,432	
PSO	4	\$45,971	\$47,465	\$48,415	\$49,383	\$50,371	\$51,378	
	3	\$45,069	\$46,533	\$47,464	\$48,413	\$49,382	\$50,369	
	2	\$44,185	\$45,621	\$46,534	\$47,465	\$48,414	\$49,382	
	1	\$43,050	\$44,449	\$45,338	\$46,245	\$47,170	\$48,113	

Notes:

1. Access to former LSC increments 1 and 2 is only available to LSCs appointed under the terms of the Victoria Police Certified Agreement 2001.
2. Recruits are not entitled to the Commuted Penalty Allowance
3. On and from 06/09/08 progression point 6 will be introduced for Inspectors. Inspectors will progress in accordance with **clause 12.5**, subject to having completed at least 12 months at progression point 5.
4. On and from 06/09/08 progression point 6 will be introduced for Superintendents. Superintendents will progress in accordance with **clause 12.5**, subject to having completed at least 12 months at progression point 5.

Schedule B1

Commuted Overtime Allowance

	06/10/2007	06/01/2008	06/12/2008	06/07/2009	06/02/2010	06/09/2010
Sergeant & Senior Sergeant	\$9,249	\$9,550	\$9,871	\$10,167	\$10,370	\$10,714
Constable & Senior Constable	\$7,638	\$7,886	\$8,044	\$8,205	\$8,369	\$8,536

Schedule B2

One Person Station Allowance

	06/10/2007	06/01/2008	06/12/2008	06/07/2009	06/02/2010	06/09/2010
One Person Station	\$7,638	\$7,886	\$8,044	\$8,205	\$8,369	\$8,536

Schedule C

Expense Related Allowances

Clause Number	Expense Related Allowance	1/07/2007	1/07/2008	1/07/2009	1/07/2010
13.6.1	Uniform Allowance				
	1st year of service maintenance	\$179.78	\$185.17	\$190.72	\$196.45
	Thereafter footwear/maintenance	\$360.96	\$371.79	\$382.95	\$394.43
13.6.2	Civilian Clothing Allowance				
	(a) Male clothing	\$1,729.79	\$1,781.69	\$1,835.14	\$1,890.19
	(b) Female clothing	\$2,488.52	\$2,563.18	\$2,640.07	\$2,719.27
	Temp Civilian Clothing Allowance				
	(i) Male clothing	\$6.40	\$6.59	\$6.79	\$6.99
	(ii) Female clothing	\$9.91	\$10.21	\$10.51	\$10.83
13.1.3	Capital City Allowance - Overnight				
	Breakfast	\$17.83	\$18.36	\$18.92	\$19.48
	Lunch	\$30.29	\$31.20	\$32.14	\$33.10
	Dinner	\$42.68	\$43.96	\$45.28	\$46.64
	Bed	\$131.08	\$135.01	\$139.06	\$143.23
	Incidentals	\$16.78	\$17.28	\$17.80	\$18.33
	Inadequate Accommodation Allowance	\$25.75	\$26.52	\$27.32	\$28.14
13.1.3	Other Places - Overnight				
	Breakfast	\$11.39	\$11.73	\$12.09	\$12.45
	Lunch	\$23.07	\$23.76	\$24.48	\$25.21
	Dinner	\$32.61	\$33.59	\$34.60	\$35.63
	Bed	\$67.95	\$69.99	\$72.09	\$74.25
	Incidentals	\$16.77	\$17.27	\$17.79	\$18.32
13.1.7	Overtime Meals				
	(i) For breakfast	\$13.87	\$14.29	\$14.72	\$15.16
	(ii) For lunch	\$13.87	\$14.29	\$14.72	\$15.16
	(iii) For dinner	\$18.41	\$18.96	\$19.53	\$20.11
	(iv) For night meal	\$13.87	\$14.29	\$14.72	\$15.16
13.1.7 a	Part Day Absence				
	(i) For breakfast	\$13.87	\$14.29	\$14.72	\$15.16
	(ii) For lunch	\$13.87	\$14.29	\$14.72	\$15.16
	(iii) For dinner	\$18.41	\$18.96	\$19.53	\$20.11
	(iv) For night meal	\$13.87	\$14.29	\$14.72	\$15.16
13.1.7 b	Attendance at Court				
	(i) For breakfast	\$13.87	\$14.29	\$14.72	\$15.16
	(ii) For lunch	\$13.87	\$14.29	\$14.72	\$15.16
	(iii) For dinner	\$18.41	\$18.96	\$19.53	\$20.11
	(iv) For night meal	\$13.87	\$14.29	\$14.72	\$15.16
13.1.4	Course/Conference Expenses				
	Breakfast	\$13.87	\$14.29	\$14.72	\$15.16
	Lunch	\$13.87	\$14.29	\$14.72	\$15.16
	Dinner	\$18.41	\$18.96	\$19.53	\$20.11
	Incidentals	\$20.38	\$21.00	\$21.63	\$22.27
	Departmental premises	\$16.77	\$17.27	\$17.79	\$18.32
	Non-departmental premises within Victoria	\$20.67	\$21.29	\$21.93	\$22.59
	Non-departmental premises Interstate	\$25.41	\$26.17	\$26.96	\$27.77

13.1.8	Mobile Police Station				
	(a) Equipped mobile police station	\$36.62	\$37.71	\$38.85	\$40.01
	(b) Non-equipped mobile police station	\$48.37	\$49.82	\$51.31	\$52.85
13.1.9	Camping Out Allowance	\$71.99	\$74.15	\$76.37	\$78.66
13.3.2	Kilometre Rates				
	Motor cars 2 litres and over	\$0.82	\$0.85	\$0.87	\$0.90
	Motor cars under 2 litres	\$0.68	\$0.70	\$0.72	\$0.74
	Motor cycles 250cc and over	\$0.40	\$0.41	\$0.43	\$0.44
	Motor cycles under 250cc	\$0.30	\$0.31	\$0.32	\$0.33
	Bicycles	\$0.10	\$0.11	\$0.11	\$0.11
13.7.1 b	Insurance				
	Up to a maximum cover of	\$68,087.51	\$70,130.14	\$72,234.04	\$74,401.06
13.7.1 c	Depreciation				
	Single member	\$427.49	\$440.32	\$453.53	\$467.13
	Member with substantial dependents	\$908.77	\$936.03	\$964.11	\$993.04
13.7.2	Sale & Purchase Costs				
	(a) Maximum price of a property	\$300,000	\$309,000	\$318,270	\$327,818
	(b) Maximum first mortgage	\$205,000	\$211,150	\$217,484	\$224,009
13.7.7	Living Away from Home Allowance				
	Full member/Recruit	\$254.66	\$262.30	\$270.17	\$278.27
13.7.1 b	Relocation				
	Removal of personal effects	\$9,243.49	\$9,520.79	\$9,806.42	\$10,100.61
	Relocation				
13.7.1 b	Cost of comprehensive insurance cover whilst in transit	\$68,087.52	\$70,130.15	\$72,234.05	\$74,401.07
13.7.8 c	Removal of personal effects from elsewhere in Victoria	\$5,095.95	\$5,248.82	\$5,406.29	\$5,568.48
13.7.8 c	Removal of personal effects from NSW, SA, ACT	\$5,874.50	\$6,050.74	\$6,232.26	\$6,419.23
13.7.8 c	Removal of personal effects from QLD, TAS, WA, NT	\$7,884.57	\$8,121.10	\$8,364.74	\$8,615.68

Schedule D

Shift and Weekend Penalties

	28/10/2007	06/01/2008	06/12/2008	06/07/2009	06/02/2010	06/09/2010
Unsociable Hourly Rate	\$4.00	\$4.13	\$4.21	\$4.30	\$4.38	\$4.47
Intrusive Hourly Rate	\$5.10	\$5.27	\$5.37	\$5.48	\$5.59	\$5.70
Unsociable Weekend Day Hourly Rate	\$2.10	\$2.17	\$2.21	\$2.26	\$2.30	\$2.35

Schedule E

Chief Superintendent and Chief Inspector Salary Schedules - Ordinary Rate of Pay (Including Commuted Penalty Allowance)

	06/10/2007	06/01/2007	06/12/2008	06/07/2009	6/02/2010	06/09/2010
Chief Superintendent	\$123,770	\$127,792	\$130,348	\$132,955	\$135,614	\$138,327
Chief Inspector	\$107,103	\$110,584	\$112,796	\$115,051	\$117,353	\$119,700

Schedule F

Recruit Accommodation

	06/10/2007	06/01/2008	06/12/2008	06/07/2009	06/02/2010	06/09/2010
Rate per fortnight	\$418.20	\$431.80	\$440.42	\$449.23	\$458.22	\$467.38