EX TEMPORE DECISION

Fair Work Act 2009
s.185—Application for approval of a single-enterprise agreement

The Chief Commissioner of Police
(AG2011/12253)

VICTORIA POLICE FORCE ENTERPRISE AGREEMENT 2011
State and Territory government administration

COMMISSIONER SMITH MELBOURNE, 12 DECEMBER 2011

Application for approval of the Victoria Police Force Enterprise Agreement 2011.

[1] The following decision, now edited, was issued during proceedings conducted on 22 November 2011.

[2] An application has been made for approval of an enterprise agreement known as the Victoria Police Force Enterprise Agreement 2011 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act) by the Chief Commissioner of Police. The agreement is a single-enterprise agreement.

[3] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act, as are relevant to this application for approval, have been met.

[4] The Police Federation of Australia, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act, I note that the agreement covers this organisation.

[5] The agreement is approved and in accordance with section 54 of the Act will operate from 29 November 2011 for a period of four years.

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VICTORIA POLICE

THE VICTORIA POLICE FORCE ENTERPRISE AGREEMENT 2011
This Agreement is made and approved under section 172 of the Fair Work Act 2009.

On behalf of Victoria Police Force

Signed:

[Signature]

Ken D. Lay APM
Chief Commissioner of Police
Victoria Police Force
637 Flinders Street
DOCKLANDS VIC 3005
Date:

Witnessed by:

[Signature]

Name: Liz Cheliga
Address: 637 Flinders Street Melbourne
Date: 18/11/11

On behalf of The Police Federation of Australia

Signed:

[Signature]

Senior Sergeant Greg Davies
CEO
Victoria Police Branch of the Police Federation of Australia
1 Clarendon Street
EAST MELBOURNE VIC 3002
Date:

Witnessed by:

[Signature]

Name: Shane COLE
Address: 637 Flinders Street, Docklands
Date: 13 November 2011
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PART 1: OPERATION OF THIS AGREEMENT

1. Name of Agreement

1.1. This Agreement shall be known as the Victoria Police Force Enterprise Agreement 2011 (Agreement).

2. Coverage

2.1. This Agreement covers:

(a) The Chief Commissioner of Police who is, for the purpose of the *Fair Work Act 2009* (FW Act), the employer of the classes of employees referred to in sub-paragraph (b);

(b) The following persons:

   (i) Members of the force appointed under section 8 (excluding Commanders) of the *Police Regulation Act 1958* (PR Act);

   (ii) Police Recruits appointed under section 8A of the PR Act (Recruits);

   (iii) Police Reservists appointed under section 103 of the PR Act (Reservists); and

   (iv) Protective Services Officers appointed under section 118B of the PR Act.

(c) The Police Federation of Australia (PFA).

3. Application Clause

3.1. This Agreement is intended to have effect as an Enterprise Agreement under the FW Act only to the extent that the matters dealt within it are covered by the reference to the Parliament of the Commonwealth under the *Fair Work (Commonwealth Powers) Act 2009* (FWCP Act).

3.2. 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 have formed, part of this Agreement as intended to be approved under the FW Act; but

(b) that provision will in every other respect, to the extent permitted by law, stand as a legally binding agreement between the parties hereto; and

(c) apart from that provision, this Agreement will have full force and effect under, and to the extent permitted by, the FW Act.
4. No Extra Claims

4.1. This agreement represents full settlement of the PFA and other bargaining representatives' claims on behalf of employees and the employer's claim, for the life of the Agreement.

5. Commencement Date and Period of Operation

5.1. This Agreement operates from 1 December 2011 or 7 days from the date of approval by Fair Work Australia, whichever is the later.

5.2. This Agreement's nominal expiry date will be 4 years from the date of approval by Fair Work Australia or 30 November 2015, whichever is the earlier.

6. Renegotiation of Agreement

6.1. The employer shall commence negotiations with PFA for a replacement agreement 6 months before the nominal expiry of this Agreement.

7. Anti Discrimination

7.1. The employer and the PFA recognise the right of employees to freedom of association, the right to be represented and the right to be protected against unfair treatment and discrimination.

7.2. Accordingly, in fulfilling their obligations under the Agreement, the parties will make every endeavour to ensure that the Agreement provisions and their operation protect and promote these rights.

7.3. Nothing in this clause is taken to effect:

(a) any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth or State anti-discrimination legislation;

(b) an employee, the employer or the PFA pursuing matters of discrimination in any State or Federal jurisdiction.

7.4. The exemptions in section 351(2) of the FW Act;

(a) any other exemptions granted by the State and Federal Tribunals.
8. **Definitions**

The meanings of the terms used in this Agreement are set out below.

<table>
<thead>
<tr>
<th>Term</th>
<th>Meaning</th>
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<tbody>
<tr>
<td><strong>Australian Defence Force Reserve</strong></td>
<td>Includes:</td>
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<td>- Australian Army Reserve</td>
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<td>- Australian Air Force Reserve</td>
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<td>- Australian Naval Reserve</td>
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<tr>
<td><strong>Base Hourly Rate of Pay</strong></td>
<td>Means the base rate of pay divided by 26.0893 (fortnight), divided by 76.</td>
</tr>
<tr>
<td><strong>Base Rate of Pay</strong></td>
<td>For Officers means the amounts prescribed in Schedule A or Schedule E divided by 116.4%. For Level 1 – Level 4 and Protective Services Officers means the amounts prescribed in Schedule A divided by 113%. For Reservists and Recruits means the amount prescribed in Schedule A.</td>
</tr>
<tr>
<td><strong>Country Position</strong></td>
<td>Means a position other than a metropolitan position.</td>
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<tr>
<td><strong>Employee</strong></td>
<td>Means a person appointed, whether before or after approval 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 30E of the FW Act as employees for the purposes of Part 2-1, Division 2, Sub-division A (employees).</td>
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<tr>
<td><strong>Employer</strong></td>
<td>Means the Chief Commissioner of Police</td>
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<tr>
<td><strong>Fortnight</strong></td>
<td>Means a working fortnight, a period of 14 consecutive days from Sunday to Saturday inclusive.</td>
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<td><strong>Financial year</strong></td>
<td>Means 1 July to 30 June.</td>
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<tr>
<td><strong>Full time employee</strong></td>
<td>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.</td>
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<tr>
<td><strong>Inspector</strong></td>
<td>Other than for the purpose of Schedule A and Schedule E, means employees at the rank of Inspector or Chief Inspector.</td>
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<tr>
<td><strong>Initial training period</strong></td>
<td>Means time spent undergoing training as a Recruit at the Police Academy, or other training location determined by the Police Academy, prior to commencing operational duties.</td>
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<td><strong>Month</strong></td>
<td>Means a calendar month.</td>
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| Metropolitan position | Means a position within one of the following Local Government Areas:
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<td>Whittlesea</td>
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<td>Wyndham</td>
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<td>Yarra</td>
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<td></td>
<td>Yarra Ranges</td>
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<tr>
<th>Night Work</th>
<th>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.</th>
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<tr>
<th>Officer</th>
<th>Means a member of the Force of the rank of Inspector or above.</th>
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<tr>
<td><strong>Ordinary Hourly Rate of Pay</strong></td>
<td>Means the applicable hourly rate of pay that is calculated by dividing the <strong>ordinary rate of pay</strong> (including the commuted penalty allowance) in <strong>Schedule A or Schedule E</strong> by 26.0893 and then by 76.</td>
</tr>
<tr>
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</tr>
<tr>
<td><strong>Ordinary Rate of Pay</strong></td>
<td>Means the applicable annual remuneration prescribed in <strong>Schedule A or Schedule E</strong> (including the commuted penalty allowance as applicable).</td>
</tr>
<tr>
<td><strong>Out of Pocket Expenses</strong></td>
<td>Means expenses incurred by employees in the course of their duty or travel including but not limited to parking and telephone calls.</td>
</tr>
<tr>
<td><strong>Overtime/Recall Rate 0.5</strong></td>
<td>For each hour, or part thereof, of time worked, an employee must be paid at one half of the employee’s <strong>Base Hourly Rate of Pay</strong>.</td>
</tr>
<tr>
<td><strong>Overtime/Recall Rate 1.0</strong></td>
<td>For each hour, or part thereof, of time worked, an employee must be paid at the employee’s <strong>Base Hourly Rate of Pay</strong>.</td>
</tr>
<tr>
<td><strong>Overtime/Recall Rate 1.5</strong></td>
<td>For each hour, or part thereof, of time worked, an employee must be paid at one and a half times the employee’s <strong>Base Hourly Rate of Pay</strong>.</td>
</tr>
<tr>
<td><strong>Overtime/Recall Rate 2.0</strong></td>
<td>For each hour, or part thereof, of time worked, an employee must be paid at twice the employee’s <strong>Base Hourly Rate of Pay</strong>.</td>
</tr>
<tr>
<td><strong>Overtime/Recall Rate 2.5</strong></td>
<td>For each hour or part thereof, of time worked, an employee must be paid at two and a half times the employee’s <strong>Base Hourly Rate of Pay</strong>.</td>
</tr>
<tr>
<td><strong>Part Time employee</strong></td>
<td>Means an employee who, pursuant to an agreement, works less than 76 ordinary hours per <strong>fortnight</strong>.</td>
</tr>
<tr>
<td><strong>Partner</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Police Residence</strong></td>
<td>Means living accommodation owned or leased by Victoria Police:</td>
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<tr>
<td></td>
<td>(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</td>
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<tr>
<td></td>
<td>(b) which is part of or in the vicinity of a police station and, 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.</td>
</tr>
<tr>
<td><strong>Public Holidays</strong></td>
<td><strong>Means:</strong></td>
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<tr>
<td></td>
<td>New Years Day; Australia Day; Labour Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queens Birthday; Melbourne Cup Day Christmas Day; Boxing Day; and</td>
</tr>
<tr>
<td></td>
<td>any other day or part day declared or prescribed by or under a law of Victoria to be observed generally within Victoria as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the regulations from counting as a public holiday.</td>
</tr>
</tbody>
</table>

| **Recruit** | **Means an employee who is undergoing the initial training period prior to appointment as a member of the force** |
| **Registered Health Practitioner** | **Means a person registered or licensed as a health practitioner under the Health Practitioner Regulation National Law Act (Victoria) 2009.** |
| **Registered Medical Practitioner** | **Means a registered Doctor of Medicine.** |
| **Response Zone** | **Means the area that a Police Station is responsible for.** |
| **Sub-Officer** | **Means employees appointed as a Senior Sergeant or Sergeant** |
| **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.** |
| **Superintendent** | **Other than for the purpose of Schedule A or Schedule E, means an employee at the rank of Superintendent or Chief Superintendent.** |

| **Sworn position** | **A position is a sworn position if any one or more of the following applies:** |
|                   | **(a)** the owner of the position is required to have status under Local, State or Federal statute; |
|                   | **(b)** the owner of the position is required to exercise the full police powers and authority normally exercised by a sworn police Officer; |
(c) the owner of the position is required to possess expertise, which can be acquired only through actual field experience as a sworn police Officer;

(d) in the opinion of the Chief Commissioner the position contributes significantly to the professional development of sworn personnel;

(e) in the opinion of the Chief Commissioner it is appropriate to maintain a sworn employee in the position for a specified period.

<table>
<thead>
<tr>
<th>Training Period</th>
<th>Means initial training period and a further training period and any work placements up to 33 weeks or such other period as agreed between the PFA and Victoria Police Force.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Victoria Police Force</td>
<td>Means the organisation defined as “the force” in the PR Act.</td>
</tr>
<tr>
<td>Weekend</td>
<td>Means a period between midnight Friday and midnight Sunday.</td>
</tr>
<tr>
<td>Year</td>
<td>Means a calendar year.</td>
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9. Organisational Change

9.1. Where the employer has made a decision to introduce a major change to the structure of the workplace, technology or the existing work practices of employees and the change is likely to have a significant impact on employees, the employer will:

(a) advise the affected employees and the PFA as soon as practicable after the decision has been made;

(b) advise the affected employees and the PFA of the rationale and intended benefits of any change; and

(c) provide an opportunity for the PFA or other representative nominated by the affected employees to submit alternative proposals that will meet the indicated rationale and benefits prior to the implementation of the change.

9.2. Where major change is to be introduced in accordance with sub-clause 9.1, the employer and the PFA commit to effective consultation, in regards to the change, to enable:

(a) resolution of issues affecting the employer and its employees;

(b) encourage a problem solving approach focusing on long term gains for both the employer and employees;

(c) maintenance of a police force which meets the expectation of Government and the community; and
(d) recognition of the role of the PFA in the implementation of change within the Victoria Police Force.

9.3. Notwithstanding this clause, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees or their representative.

10. Consultation

10.1. The employer and PFA commit to effective consultation to enable timely resolution of issues affecting the Victoria Police Force and its employees.

10.2. The employer and PFA agree to the:

(a) design of consultative forums to meet the needs of the parties, e.g. a “corporate” forum and other specialised forums, frequency of meetings and meeting procedures;

(b) provision of clear written statements by any party introducing a matter for consultation that include clear identification of the objective of the proposal and issues arising in connection with it;

(c) avoidance of undue delay and discussions being conducted in good faith.

10.3. Notwithstanding this clause, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees or their representative.

11. Dispute Resolution

11.1. For the purpose of this clause party includes the PFA.

11.2. With the exception of a matter contained in clause 12 or where a statutory right of review exists under the PR Act, if a dispute arises about any matter arising under this Agreement or the National Employment Standards the parties to the dispute will attempt to resolve the dispute at the workplace level if appropriate.

11.3. A party may choose to be represented at any stage by a representative, including a union representative or Employer’s organisation.

11.4. If the matter is not settled or if it is inappropriate for the dispute to be discussed at the workplace level, the Employee(s) or their representative can request that the dispute be discussed with another Employer-appointed representative for the purposes of this procedure.

11.5. If the dispute is not settled, the Employee(s) or their representative may apply to Fair Work Australia to have the dispute dealt with by conciliation

11.6. If the matter cannot be resolved by conciliation under sub-clause 11.5, either party may request that Fair Work Australia deal with dispute by arbitration. However, nothing in this
clause prevents the parties from applying to Fair Work Australia for and Fair Work Australia granting interim relief, before the steps set out in this clause are exhausted.

11.7. The parties to the dispute and their representatives must act in good faith in relation to the dispute.

11.8. While a dispute is being resolved, work must continue according to 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 and has advised the employer of this concern. The employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees.

11.9. Any determination/decision including any interim determination/decision of Fair Work Australia is binding upon the parties to the dispute and the parties agree to be bound by that determination/decision.

11.10. Any determination/decision including any interim determination/decision will be implemented.

11.11. An appeal lies to a Full Bench of Fair Work Australia, with the permission of the Full Bench, against a determination/decision of a single member of Fair Work Australia made pursuant to this clause. A dispute is not resolved until any appeal has been determined.

12. Disputes to be heard by the Police Appeals Board

12.1. In addition to any rights of appeal addressed under the PR Act, disputes in relation to the following matters will be heard by the Police Appeals Board:

(a) suitability for transfer pursuant to EOI other than for disciplinary reasons, in accordance with clause 18;

(b) a decision to transfer an employee to a position in accordance with clause 19;

(c) a direction to perform temporary duties in accordance with clause 23;

(d) directed placement of a surplus employee in accordance with clause 22; and

(e) a decision to deny progression on the basis of performance in accordance with sub-clause 63.11.

12.2. While the dispute is being resolved, the parties will respect the status quo. However, the employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees.

12.3. For the avoidance of doubt the employer will not take action to fill a vacant position where an employee is disputing a decision to not transfer the employee to the position because they are unsuitable; however, in other circumstances the status quo will not prevent the permanent filling of the position by another employee.

12.4. The decision of the Police Appeal Board shall be binding on both the employee and employer.
12.5. Where an employee appeals against a finding of unsuitability and is unsuccessful the employees name will remain inactive at the top of the EOI list until the employee is assessed as suitable. The employee must apply to the Divisional Commander to reactivate their EOI.

PART 2: PRODUCTIVITY MEASURES

13. Productivity Measures

13.1. The employer 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, the employer and the PFA acknowledge the importance of an Enterprise Agreement that facilitates effective and efficient service delivery, and provides an appropriate remuneration package for employees.

13.2. This Agreement is underpinned by the employer’s objective of building operational capacity by supporting a healthy, fit, engaged and skilled workforce, operating in the right place at the right time.

13.3. In recognition of the fact that the Victoria Police Force operates 24 hours per day, seven days per week including public holidays and may roster accordingly, all employees will be granted leave in accordance with Part 14.

13.4. All employees will successfully complete and maintain an OTST qualification unless certified medically unfit to do so.

13.5. Where an employee who is certified medically unfit in accordance with sub-clause 13.4 ceases to be so certified, that employee must successfully complete OTST at the earliest opportunity.

13.6. OTST may include an operational readiness assessment to determine the employee’s operational readiness capacity. Remedial training to meet operational readiness standards may involve operational deployment, but unless agreed to by the employee, such deployment shall not exceed two shifts per OTST qualifying cycle.

13.7. Employees engaged after 1 July 2010 may be required to undertake a fitness test to meet the defined standards of fitness.

PART 3: FLEXIBILITY ARRANGEMENTS

14. Flexibility Arrangements

14.1. An employee and the employer covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the agreement to either:
(a) vary the effect of sub-clause 111.1 by allowing the employee to purchase additional annual leave over and above the entitlement provided for in sub-clause 111.1; or

(b) vary the effect of clause 26 by allowing the employee to cash out part or all of the Accrued Time Off entitlement provided for in that clause;

if the arrangement meets the genuine needs of the employer and employee in relation to the matters contained in this clause and the arrangement is genuinely agreed to by the employer and employee.

14.2. The employer must ensure that the terms of any individual flexibility arrangement:

(a) are about permitted matters under section 172 of FW Act; and

(b) are not unlawful terms under section 194 of the FW Act; and

(c) result in the employee being better off overall than the employee would have been if no arrangement was made.

14.3. The employer must ensure that any individual flexibility arrangement made under this term:

(a) is in writing; and

(b) includes the name of the employer and the employee; and

(c) is signed by the employer and employee and if the employee is under 18, by a parent or guardian of the employee; and

(d) includes details of:

(i) the terms of the enterprise agreement that will be varied by the arrangement; and

(ii) how the arrangement will vary the effect of the terms; and

(iii) states the day on which the arrangement commences.

14.4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

14.5. The employer or the employee may terminate the individual flexibility arrangement by

(a) giving no more than 28 days written notice to the other party of the arrangement; or

(b) if the employer and employee agree in writing – at any time.

14.6. Except as required by sub-clause 14.3 the employer must ensure that any individual flexibility arrangement made by the employer and an employee under this term does not require the approval or consent of another person.
15. Right to Request Flexible Working Arrangements for the Care of a Child

15.1. An employee who is a parent, or has the responsibility for the care of a child, who is under school age or under 18 with a disability, may request a change in working arrangements to assist the employee to care for that child.

15.2. The employee is not entitled to make such request, unless the employee has completed at least 12 months of continuous service with the employer, immediately before making the request.

15.3. Such request must be made by the employee, and assessed by the employer, in accordance with the provisions of section 65 of the FW Act.

PART 4: PLACEMENT AND MOVEMENT OF EMPLOYEES

16. Positions

16.1. All employees must own a position and all movement either permanent or temporary will be managed within the approved sworn profile.

16.2. All employees must occupy a position unless unattached, on secondment to external agencies, on a temporary pension, or on extended leave without pay.

16.3. Employees may own or occupy more than one position of the same rank provided the sum of the positions is no more than 1.0 full time equivalent.

16.4. Employees who are assigned to a position on a temporary basis will only occupy that position and will continue to own their substantive position during that period.

16.5. All positions, except for full time general duties positions below the rank of Sergeant and those agreed to pursuant to sub-clause 18.2, will be advertised and filled on merit provided that there are no suitably qualified surplus employees available for redeployment. The advertisement will specify a work location where duties will initially be performed and whether the employee will be required to occupy a police residence as a condition of employment.

16.6. An employee may be unattached from a position for any of the following reasons:

(a) Being granted a temporary pension;

(b) Reaching the maximum time in position requirements;

(c) Being on leave without pay for a period of greater than 12 months; or

(d) An approved voluntary secondment for a period of greater than 12 months.

16.7. Employees who are unattached from their position will be declared surplus and placed in accordance with clause 22.

16.8. Where an employee is promoted or transferred to a position and subsequently fails the training program or to obtain the mandatory qualification which is a requirement of the position and they have exhausted any internal review processes, the employee will be
managed in accordance with the Police Regulation Act 1958, declared surplus and placed in accordance with clause 22.

16.9. Where an employee's position is recategorised from a sworn position to a non-sworn position, the employee will be declared surplus and placed in accordance with clause 22.

16.10. Where as a result of an organisational change process an employee's duties have been altered by more than 25%, or there has been a significant change to the employee's travel arrangements, the employee may elect not to take part in any matching process and will be declared surplus and placed in accordance with clause 22.

17. Placement on Graduation and Probationary Period

17.1. Initial placements of probationary Constables will be made in accordance with organisational requirements, the probationary Constable's developmental needs, and the probationary Constable's personal circumstances.

17.2. Probationary Constables should not work one up and should be on duty with a confirmed employee.

17.3. A probationary Constable who is placed at a country location after the completion of the training period will be required to satisfy a 2 year minimum time in position requirement. The time in position requirement will apply from the date their transfer was published in the Gazette.

17.4. If a probationary Constable’s confirmation date has been extended, the time in position requirement will be extended by the same period.

17.5. Confirmed Constables will remain at the division of appointment unless transferred by direction in accordance with clause 19.

17.6. Employees placed at country locations will be exempt from transfer by direction in accordance with clause 19.

17.7. On completion of the training period Probationary Constables that have not been assigned a country placement will be assigned to a position in the People Department, and following completion of any further training requirements and taking of leave, Probationary Constables who still have not obtained a country placement, will be appointed to General Duties positions in metropolitan area.

18. Filling General Duties Positions by Expression of Interest - EOI

General Provisions

18.1. Full time general duties positions below the rank of Sergeant will be filled by the Expression of Interest (EOI) process, provided that there are no suitably qualified surplus employees available for redeployment.

18.2. Where the employer and the PFA agree, the EOI process may be expanded to include other ranks and/or positions.
18.3. An employee may have only one internal and one external EOI active at any time but may also remove themselves from the list prior to being Gazetted or placed.

Internal EOI (Metropolitan)

18.4. All eligible employees within metropolitan divisions may express interest in moving to an alternative location within their division and an EOI list will be ordered by the length of time within their Division.

18.5. If a full time general duties position, or other position agreed to under sub-clause 18.2 to be included in the process, is vacant, the Divisional Commander must either:

(a) place the employee on the top of the internal expression of interest list at that work location; or

(b) decline to choose that employee and proceed to release the position as a vacancy for filling via the external expression of interest process.

18.6. Only an employee at the top of the EOI list will have an internal right of review to the Assistant Commissioner against a decision made in accordance with sub-clause 18.5.

18.7. No employee on the EOI list will have a right of review under clause 11 or clause 12 except for questions of fact or breaches of process.

18.8. If the internal EOI list is exhausted, the divisional vacancies will then be filled in accordance with the external EOI process.

External EOI (Country and Metropolitan)

18.9. An external EOI process will be used to fill eligible vacant positions in the country or where a metropolitan vacancy has not been filled by an internal EOI.

18.10. The EOI list will be ordered by the date entered and where the dates are identical, seniority will apply. Vacant positions will be filled by the employee who is at the top of the list.

18.11. An employee may lodge an external EOI provided the employee has been confirmed and any time in position requirements have been met.

18.12. Where an employee applies for and is successful in gaining a transfer or promotion to an advertised position, and they have an active internal or external EOI, that EOI will lapse.

18.13. Employees transferring to a position via EOI will commence at their new location 28 days from the date that the transfer is published in The Gazette. The transfer date may be varied with the approval of the relevant Divisional Commander.

18.14. An employee who is aggrieved with a decision made in accordance with sub-clause 18.10 will have access to the dispute resolution process contained in clause 12, only after the employee has requested an internal review of the decision.
19. Filling General Duties Positions where no EOI exists

19.1. If a position cannot be filled by EOI it will be filled by the process agreed between the PFA and the employer.

20. Time in Position

20.1. Employees are required to own their position for a minimum period of two years from the effective date of transfer and/or promotion before being eligible to apply for another position.

20.2. Time in position requirements must have expired:
(a) By the date on which applications for advertised positions close; or
(b) Prior to being eligible to lodge an external EOI at the same rank under clause 18.

20.3. Time in position requirements do not prevent an employee from:
(a) applying for a position on promotion;
(b) applying for an advertised part time position, except where:
   (i) the employee has transferred under the process in clause 19; or
   (ii) the new position would be the only position owned by the employee; and
   (iii) that position would require the same number of hours to the employee’s current position.
(c) applying for a one-person station;
(d) transferring to a position in accordance with clause 19;
(e) being transferred in accordance with a discipline outcome;
(f) being transferred by direction, or, being transferred by an at request placement;
(g) employees undertaking limited term assignments or projects;
(h) placement as a surplus employee;
(i) seeking a position with increased remuneration; or
(j) transferring to a Constable or Senior Constable position at the Prosecutions Division.

20.4. Transfers in accordance with clause 22 will not be subject to time in position requirements.

20.5. An employee transferred by direction will complete the balance of time in their transferred position.

20.6. Employees who transfer for other approved reasons will be subject to time in position requirements.

20.7. A maximum time in position period must be specified in the advertisement and may be set:
(a) in exceptional circumstances where the duties are highly sensitive, involve high risk to security or safety, or are difficult to fill; or
(b) where the position requires contemporary operational experience, knowledge or expertise; or
(c) where the work is such that extended periods of time in that position could adversely impact on the individual or the organisation.

20.8. Maximum time in position requirements will be specified on the relevant position description and can only apply after approval by the head of the People Department.

20.9. On reaching the maximum time in position, the owner will be required to vacate the position and will be unattached and declared surplus in accordance with clause 22.

21. Selections to Advertised Positions

21.1. Positions not filled under clause 18, clause 19 or clause 22 will be advertised.

21.2. Employees will not be eligible to apply for an advertised position at Sergeant and above unless they are confirmed at the rank below the advertised position.

21.3. Employees will be eligible for advertised Senior Constable positions when they are confirmed at the rank of Senior Constable.

21.4. Selection panels for advertised vacancies will comprise a majority of sworn employees.

21.5. All transfers and promotions to advertised positions are effective:

(a) where no appeal occurs, 28 days from the date of notification of promotion/transfer in the Gazette; or
(b) where an appeal occurs, from the day of the appeal decision by the Police Appeals Board; or
(c) where an appeal is withdrawn, 28 days from the date of notification of promotion/transfer in the Gazette, or the day of notification of withdrawal to the Police Appeals Board, whichever is the latter.

22. Placement of Surplus Employees

22.1. Definition

A surplus employee is an employee who is unattached or has been declared surplus in accordance with clause 16 or who has been found unfit for their position in accordance with clause 110.

22.2. Placement

(a) Placement of surplus employees will be in accordance with a process that takes into account the following:

(i) organisational requirements;
(ii) the employee’s knowledge, skills and experience;
(iii) the employee’s preferences; and
(iv) the employee’s capacity to perform the duties and meet the inherent requirements of the vacant position.

(b) Employees will continue to be the responsibility of their region/department until a placement is found.

22.3. Salary Maintenance for surplus employees:

(a) Work Related Medical Incapacity
Where the employee is placed in a position as a result of a work related incapacity, the employee will continue to receive the salary, terms and conditions of their previous position for the period specified under the Victorian workers compensation legislation.

(b) Non Work Related Medical Incapacity
Where the employee is placed in a position as a result of a non work related medical incapacity the employee will be entitled to the salary, terms and conditions of their new position.

(c) Unattached Employees
Where an employee is unattached in accordance with sub-clause 16.6 and is placed in a position the employee will be entitled to the salary, terms and conditions of their new position.

(d) Failure to Qualify
Where an employee who has failed to attain the mandatory qualification for a position, and has been declared surplus in accordance with sub-clause 16.8, and is placed in a position, the employee will be entitled to the salary, terms and conditions of their new position.

(e) Surplus as a result of Organisational Change
Where an employee is declared surplus in accordance with sub-clause 16.9 or sub-clause 16.10, and is placed in a position which is the same or higher in remuneration the employee will be entitled to the salary, terms and conditions of the new position. Where the placement is to a position with a lower remuneration rate, the employee’s salary and allowances (of a permanent nature) will be maintained for a maximum period of 12 months from the date of placement at which time the employee’s remuneration level will revert to the lower remuneration of the new position.

23. Temporary Placements

23.1. Other than for discipline or performance reasons, all employees other than Officers may be directed by the Superintendent to perform temporary duties within the Division for a period of less than 6 months. Temporary duties must not result in a change to the employee’s duties or rank, unless agreed.
23.2. A direction to change work location across a Divisional boundary to a neighbouring station must be approved by an Assistant Commissioner.

PART 5: HOURS OF WORK AND ROSTERING

ORDINARY HOURS OF WORK

24. Ordinary Hours of Work for Full time employees other than Recruits

24.1. The ordinary hours of work for full time employees other than 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 (exclusive of an unpaid meal break).

24.2. Other than for Officers, the employer will determine the times of commencement, and the days on which the ordinary hours of work are to be worked by a full time employee.

25. Ordinary Hours of Work for Recruits

25.1. The ordinary hours of work for a Recruit will be 76 hours per fortnight with a minimum of 4 rest days per fortnight.

25.2. The ordinary rostered hours for a Recruit will be 7.6 hours worked continuously (exclusive of an unpaid meal break).

26. Accrued Time Off

26.1. This provision does not apply to part time employees or Recruits.

26.2. A Full time employee will be entitled to receive time off in lieu amounting to 0.0463 of an hour for each rostered hour of work performed, or each hour of Australian Defence Forces Reserve Training Leave in a financial year, up to a maximum of 76 hours.

26.3. 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.

26.4. Any outstanding entitlement to Accrued Time Off which has not been taken by the employee prior to termination of appointment, must be paid in lieu to the employee.

26.5. A shift rostered as a night shift recovery shift under sub-clause 69.3 will count as 8 hours worked for the purpose of this Part.
ARRANGEMENT OF ORDINARY HOURS OF WORK FOR FULL TIME EMPLOYEES OTHER THAN RECRUITS

27. Arrangement of Ordinary Hours of Work for Officers

27.1. Officers will manage their own time in consultation with their direct manager with the expectation that they will work five days in a seven day period so as to average at least 40 hours per week.

27.2. Other than as provided for in sub-clause 27.3, there shall be no set start or finishing times for Officers who shall work the hours demanded by their duties on any given day.

27.3. Officers may be subject to rostered duties as required by the Chief Commissioner.

28. Arrangement of Ordinary Hours of Work for Constables, Senior Constables, Sergeants and Senior Sergeants

28.1. The ordinary hours of work for Employees will be eight hours per day worked continuously.

28.2. 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/or intrusive hours.

29. Arrangement of Ordinary Hours of Work for Reservists

29.1. Ordinary hours for Reservists will be eight hours per day worked continuously between 7am to 7pm Monday to Friday.

30. Arrangement of Ordinary Hours of Work for Protective Services Officers

30.1. Other than as provided for in sub-clause 30.2, the ordinary hours for Protective Services Officers will be eight hours per day worked continuously.

30.2. The ordinary hours for Protective Services Officers who are deployed to provide transit security may be eight, nine or ten hours per day worked continuously. The employer will endeavour to ensure the equitable distribution of shifts that will entitle the employee to additional rest days.

30.3. 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/or intrusive hours.
PART TIME EMPLOYMENT

31. Part Time Arrangements

31.1. An employee may work on a part time basis where the employee has been selected for a part time position which was advertised by the employer, or, the employee has applied to work 76 hours or less per fortnight and the employer has agreed.

31.2. A part time employee’s ordinary hours will not be more than 76 hours per fortnight.

31.3. The ordinary hours of work for a part time employee will be recorded in a written agreement and will include:
   (a) a specified number of hours that the employee will work over an agreed period in accordance with a pattern of hours; or
   (b) agreed number of hours and number of days.

31.4. The specified number of hours and/or the arrangement of hours may be varied by written agreement between the employer and the employee.

31.5. The employee and the employer may elect to include a process for the variation of the hours of work in the written agreement that has been entered into in accordance with sub-clause 31.1 and sub-clause 31.3, at the time that the agreement is entered into.

31.6. Where the employer proposes to vary an existing arrangement, and agreement cannot be reached, the employer may, upon the provision of 6 months notice or a longer period as is reasonable having regard to the employee’s personal circumstances, vary the employee’s pattern of hours.

31.7. Provisions relating to salary, leave and all other entitlements contained within this Agreement, unless otherwise specified, shall apply to part time employees on a pro rata basis.

31.8. A part time employee may revert to full time employment at any time, providing that an equivalent full time vacancy or sufficient residual hours exist.

ROSTERING

32. Variable Shift Rostering

32.1. This clause does not apply to Recruits, Reservists, Protective Services Officers or Officers.

32.2. The employer and the employees at a work location may agree to a roster pattern involving shifts longer than 8 ordinary hours.

32.3. 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, provisions of flexibility to both the employer and employees, the ability for employees to manage work/life balance and OH&S issues.

32.4. Such a roster pattern may only be introduced if more than 60% of employees working the roster and the employer genuinely agree.
32.5. The maximum duration of ordinary hours under this clause will be 10 hours. The ordinary hours of work on each shift may consist of either eight or 10 hours.

32.6. Where agreement cannot be reached between the employer and the affected employees, or a variable roster is terminated, an 8 hour shift pattern will be worked.

32.7. A variable roster may be terminated in any of the following circumstances:
   (a) there is mutual agreement between the employer and the affected employees; or
   (b) service delivery requirements are not being met as a result of the variable shift roster; or
   (c) there is a change in station profile, eg: 16 hour station to a 24 hour station.

33. Posting of Rosters

33.1. The roster for each work area will be displayed in a location that is easily accessible to all employees in the work area fourteen days prior to the commencement of the roster period.

34. Change of Shift

34.1. Where an employee’s rostered shift is changed without the employee’s consent and 48 hours or less notice is given to the employee of the change of shift, then the employee will be paid an additional amount of 25% of their base hourly rate of pay for the duration of the changed shift. This penalty will not apply during a period where overtime is payable.

35. Rest Days

35.1. The employer must roster each employee a minimum of four rest days in a fortnight including, where practicable, at least one weekend per month.

35.2. Where an employee works seven consecutive night shifts, a maximum of two rest days from the fortnight in which the night shifts commenced, may be carried into the next fortnight.

35.3. The employer may alter an employee’s rest day only as a last resort and after consultation with the employee concerned.

35.4. Where the employee’s rest day is altered the employer shall allocate an alternative rest day within the same fortnight.

35.5. Where an alternative rest day cannot be re-allocated in the same fortnight the employee (excluding an employee in receipt of a commuted overtime allowance or one-person station allowance), will be paid overtime or may elect to take time off in lieu as follows:
(a) Monday to Friday
For each hour of overtime worked, an employee must be paid at overtime/recall rate 1.5 for the first eight hours on the rostered rest day and overtime/recall rate 2.0 thereafter.

(b) Weekends and Public Holidays
For each hour of overtime worked, an employee must be paid at overtime/recall rate 2.0.

(c) Time off in Lieu
(i) An employee may elect to take time off in lieu of whole or any part of payment for overtime worked at the time or times mutually agreed.

(ii) Overtime taken as time in lieu during ordinary hours shall be taken at the rate of one hour for each hour of overtime worked.

(iii) 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.

35.6. 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 a recall to duty), and an alternative rest day cannot be allocated in the same fortnight, they will be reallocated a rest day in the next fortnight.

36. Meal Break and Meal at Post
36.1. 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.

36.2. 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 (meal at post).

36.3. Where the employee is not in receipt of a commuted overtime allowance and is interrupted during a meal break, the employee will be allowed time off to complete the meal break as soon as practicable.
PART 6: OVERTIME

37. Definitions

37.1. “expressly directed” for the purpose of Part 6, means an express and specific verbal or written direction authorised by an Officer superior in rank to the employee.

37.2. “overtime” for 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 Part 5 which is expressly directed by an Officer and is a continuous period of half an hour or more.

37.3. “overtime” for Recruits means any time worked which is in excess of 76 hours in a fortnight.

37.4. 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 sub-clause 41; and

(b) that part of any period spent away from the employee’s station during which no specific work is performed; and

(c) any time spent commuting to and from the station to which they are attached; and

(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 interstate other than situations where an employee is deployed as part of a Victoria Police Force response to an emergency or to a special event interstate or overseas.

38. Eligibility

38.1. Payment for overtime is not available to:

(a) 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;

(b) an employee in receipt of a one-person station allowance, except for overtime in circumstances where they are required to work outside their response zone in relation to an incident that commenced outside their response zone, or they are required to participate in planned organisational exercises such as counter terrorism planning or emergency management exercises;

(c) An Officer, other than an Inspector required to work additional hours in circumstances where they are required to participate in planned organisational exercises such as counter terrorism planning or emergency management exercises.
39. Requirement to Work Reasonable Overtime

39.1. An employee shall, when directed, be required to work reasonable overtime. Whether the overtime is “reasonable” is determined having regard to:

(a) any risk to the employee’s health and safety that might reasonably be expected to arise if the employee worked the additional hours; and

(b) the employee’s personal circumstances (including family responsibilities); and

(c) the operational requirements of the workplace, in relation to which the employee is required or requested to work the additional hours; and

(d) any notice given by the employer of the requirement or request that the employee work the additional hours; and

(e) any notice given by the employee of the employee’s intention to refuse to work the additional hours; and

(f) whether any of the additional hours are on a public holiday; and

(g) 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

(h) the undesirability of working overtime following a 10-hour shift.

40. Payment for Overtime

40.1. Where overtime is payable, it will be paid at the following rates:

(a) Monday to Friday

   Payment will be made at overtime/recall rate 1.5 for the first three hours and overtime/recall rate 2.0 thereafter.

(b) Weekends and Public Holidays

   Payment will be made at overtime/recall rate 2.0.

41. Meal Allowance in Respect of Overtime

41.1. 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 Schedule C.

41.2. Where an employee performs overtime which is not continuous with their rostered shift, they will be paid a meal allowance after 6 hours of continuous work. 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 Schedule C.

41.3. 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 are available alternatives.
41.4. The meal allowance will not be payable where an adequate meal has been provided.

42. Excess Overtime Rule

42.1. Once the number of continuous hours worked (including the rostered shift, as well as the hours immediately before and/or after the rostered shift) exceeds the employee’s rostered ordinary hours plus 3, all remaining hours worked will be paid at overtime/recall rate 2.0 until they cease work.

43. Overtime for Attendance at Court

43.1. An employee who attends court will be paid:
   (a) a minimum of four hours’ work for any attendance on a rest day; or
   (b) a minimum of four hours’ work for any attendance within eight hours of ceasing night work.

43.2. Payment will be made at the rates specified in clause 40.

43.3. 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 to work and will be entitled to:
   (a) payment in accordance with clause 40 for the period between ceasing their rostered hours of work and the 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.

44. Commuted Overtime Allowance

44.1. 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 B.

44.2. Any direction/requirement for an employee, in receipt of a commuted overtime allowance as prescribed in sub-clause 44.1, to work overtime should have regard to the provisions of clause 39.

44.3. 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.

44.4. Commuted overtime is not intended to cover overtime for planned organisational exercises such as counter terrorism planning or emergency management exercises. Where the employer requires planned work of this nature, this should be rostered as ordinary hours; otherwise, payment for any additional hours must be made in accordance with clause 40.
44.5. 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. For the purpose of this clause ‘excessive’ means more than 12-hours.

44.6. Where an employee, in receipt of a commuted overtime allowance and not in receipt of a disturbance allowance paid in accordance with clause 156, is approved by an Officer to work ‘excessive’ hours they will be paid an excessive hours penalty for all hours worked in excess of 12-hours until they have received an 8 hour break. This may include court and crime scenes.

44.7. For employees in receipt of a disturbance allowance paid in accordance with clause 156, excess hours should only be worked on occasions where an operational imperative exists and no alternative arrangements can reasonably be put in place. Entitlement to payment of the excessive hours penalty will not exist until 16 continuous hours have been worked provided that when payable the allowance shall be paid from the end of the 12th continuous hour.

44.8. The excessive hours penalty will be equivalent to the ordinary hourly rate of pay for each excessive hour worked.

PART 7: RECALL TO WORK

45. Definitions

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

45.2. The “period of recall” means:
   (a) where the recall to work is in a single instance, the period of duty;
   (b) where the recall is more than once;
      (i) between shifts; or
      (ii) on a rest day, recreation leave day or long service leave day, in the same 24 hour period;

the periods of overtime are added together and treated as a single period.
45.3. “actual hours of work” means:
(a) for all recall to work, from when the employee presents themselves for work as required by their instructions until the completion of that work; and
(b) includes, for recall to work from recreation leave or long service leave, the time necessarily spent in travelling to the place where the employee is required to work and on the 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.

46. Authorisation

46.1. An employee may be recalled to work between shifts by a sub-Officer or above.

46.2. An employee may be recalled to work from a rest day or unpaid leave by an Officer.

46.3. An employee may only be recalled to work in all other instances where expressly authorised by a Superintendent or above.

47. Eligibility

47.1. For the purpose of Part 7 recall payments are not available to:
(a) An employee in receipt of commuted overtime allowance except for recall to work:
   (i) in circumstances where they are required to participate in planned organisational exercises such as counter terrorism planning or emergency management exercises; or
   (ii) from long service leave
(b) An employee in receipt of one-person station allowance except for recall to work:
   (i) in circumstances where they are required to participate in planned organisational exercises such as counter terrorism planning or emergency management exercises; or
   (ii) from long service leave; or
   (iii) for work outside the employee’s response zone.
(c) A Recruiter
(d) An Officer.

48. Payment for Recall to Work between Shifts

48.1. An employee who is 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
Payment will be made at overtime/recall rate 1.5 for the first three hours and overtime/recall rate 2.0 thereafter.

(b) Weekend/Public Holiday
Payment will be made at overtime/recall rate 2.0 for each hour worked.

49. Payment for Recall to Work on a Rest Day

49.1. 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 four hours, whichever is greater.

(a) Monday to Friday
Payment will be made at overtime/recall rate 1.5 for the first eight hours and overtime/recall rate 2.0 thereafter.

(b) Weekend/Public Holiday
Payment will be made at overtime/recall rate 2.0 for each hour worked.

50. Recall to Work from Recreation Leave/Long Service Leave

50.1. An employee recalled to work from recreation leave or long service leave will be recredited hours of leave worked up to a maximum of eight hours for each day of recall.

50.2. In addition to the ordinary hours paid for as part of their leave, an employee, other than an employee in receipt of a commuted overtime or one-person station allowance recalled from recreation leave, will be paid for the 'actual hours of work' for the 'period of recall' or a minimum of four hours, whichever is the greater.

(a) Monday to Friday
Payment will be made at overtime/recall rate 0.5 for the first eight hours and overtime/recall rate 2.0 thereafter.

(b) Weekends and Public Holidays
Payment will be made at overtime/recall rate 1.0 for the first eight hours and overtime/recall rate 2.0 thereafter.

51. Travelling Expenses in Respect of Recall to Work from Recreation or Long Service Leave

51.1. An employee who is recalled to work from a period of recreation leave or long service leave will be paid the travelling and incidental expenses allowance contained in clause 71 of this Agreement, for the period of travel to and from the place of recall.

52. Meal Allowance in Respect of Recall to Work

52.1. Where an employee is recalled to work and required to remain at work for at least six hours they are entitled to a meal allowance. The employee is entitled to a meal allowance
on completion of each additional period of six hours of work. The rate of payment will be made in accordance with sub-clause 75.4.

PART 8: TIME OFF IN LIEU OF PAYMENT FOR OVERTIME AND RECALL TO WORK

53. Time Off in Lieu of Payment for Overtime and Recall to Work

53.1. An employee may elect to take time off in lieu of the whole or any part of payment for overtime and recall worked at a time or times agreed with the employer.

53.2. Overtime and recall taken as time off shall be taken at ordinary time rates, that is, an hour for each hour of overtime and recall worked.

53.3. The employer must provide payment at the rate provided for the payment of overtime and 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.

53.4. Where payment is made for overtime or recall in accordance with sub-clause 53.3, an employee is precluded from taking time in lieu in respect of the period for which payment has been made.

PART 9: RESTRICTIVE WORK

54. Restrictive Work

54.1. This clause does not apply to an employee who is in receipt of a commuted overtime allowance or one-person station allowance.

54.2. For the purpose of this clause “restrictive work” means where an employee is directed to undertake Witness Protection or Surveillance which involves:

(a) the requirement for an employee to remain away for 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 the rostered hours of work; and

(d) the employee not being relieved from the operation site due to the requirements of the operation.

54.3. The employee will be entitled to payment as follows for all hours of restrictive work:

(a) For the first rostered shift period of restrictive work – at the employee’s base hourly rate of pay;

(b) Next three hours at one and a half times the employee’s base hourly rate of pay;

(c) Next five hours at double the employee’s base hourly rate of pay;
(d) 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.

54.4. Payments for restrictive work commence when an employee is recalled to work or, if at work, for the commencement of the employee’s rostered hours of work on that day.

54.5. 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.

54.6. Where an employee is recalled to work after the completion of their rostered hours, entitlement to payment will commence at sub-clause 54.3(b), sub-clause 54.3(c) or sub-clause 54.3(d) as appropriate.

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

PART 10: AVAILABILITY

55. Definitions

55.1. For the purpose of Part 10:

(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) “contactable” means that a Superintendent is able to be communicated with outside of their hours of work.

(c) “expressly directed” means a specific verbal or written direction given by an Officer that is superior in rank to the employee directed to be available for work, or regular rostered availability which may be rostered by a Sub Officer in accordance with a direction given by an Officer.

56. Availability for Constables, Senior Constables, Sergeants, Senior Sergeants and Inspectors

56.1. Payment for availability under Part 10 is not available to an employee in receipt of a one-person station allowance, except where the employee is rostered or otherwise directed by an Officer to remain available for work outside of their response zone.

56.2. Inspectors or below who are either rostered to be available for work or expressly directed to be available for work, will receive an availability allowance for each hour or part thereof during which the employee remains available for work.

56.3. Payment for availability will be made at the rates contained in Schedule B.

56.4. An employee who is eligible to receive recall payments and resumes work during a period in which they are available for work is no longer entitled to payment of an availability allowance for the period during which the employee receives the recall payment.
56.5. An employee who is not eligible to receive recall payments—will continue to be paid the availability allowance if they are recalled to work during a period in which they are rostered to be available for work.

56.6. An employee who is either rostered or expressly directed to be available for work on a rest day will be paid in accordance with sub-clause 56.3(b) for a minimum of 8 hours.

57. Contactability and Availability for Superintendents

57.1. Superintendents are to be contactable after hours and will be paid a Superintendent disturbance allowance 1 or 2 in accordance with Schedule B.

57.2. A Superintendent will be liable to perform up to 10 weeks of availability per year at the direction of an Assistant Commissioner or above.

57.3. A privately plated vehicle for private use, which will include periods of recreation leave and accrued time off, will be provided to all Superintendents and will offset payment for availability referred to in sub-clause 57.2.

57.4. A vehicle supplied under this clause may be retained by the employee during periods of long service leave, personal leave and maternity/paternity leave, for a maximum of 28 days in one continuous period. Where the vehicle is retained for a period in excess of 28 days, the Superintendent will be required to make a co payment of $188 for each additional week that the vehicle is retained.

57.5. No Superintendent will be required to be contactable or available for work during a period of leave.

57.6. A Superintendent who is directed by an Assistant Commissioner to be available for work will be paid an availability allowance in accordance with sub-clause 56.3 for each hour that they are directed to be available for work in excess of 10 weeks.

57.7. Superintendents who are not directed to be available for work will not be required to be available for work but must remain contactable.

PART 11: SALARY AND SALARY RELATED MATTERS

58. Salaries and Payment of Salaries

58.1. Employees shall be paid the rates set out in Schedule A or Schedule E of this Agreement.

58.2. 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 made available to employees on the same day of each fortnightly pay period.

58.3. At the time of payment of salary and any allowances, an employee will be provided access to all the details regarding the make up of the employee’s pay and any deductions made.
58.4. Where an employee is going to be absent from the workplace on a period of accident compensation leave, or for a single period of other leave in excess of 9 weeks, they may elect to have their pay slip forwarded, by email or post, to an address they have nominated to their local Human Resource Practitioner.

58.5. 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.

59. Commuted Penalty Allowance for Protective Services Officers, Constables, Senior Constables Sergeants and Senior Sergeants

59.1. The *ordinary hourly rate of pay* of Protective Services Officers, Constables, Senior Constables, Sergeants and Senior Sergeants includes a commuted penalty allowance, 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 67, clause 68* and *clause 69*.

60. Commuted Penalty Allowance for Officers

60.1. The *ordinary hourly rate of pay* for an *Officer* includes a commuted penalty allowance, 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 any work in excess of 8 hours or any recall to work. In addition to this allowance, where an *Inspector* is eligible for such payments the *Inspector* will be paid in accordance with *clause 67, clause 68* and *clause 69*.

61. Recovery of Overpayments

61.1. The employer must advise the employee in the event that the employer becomes aware that an overpayment of salary, allowance or other payment has occurred. Similarly, the employee must advise the employer if he or she knows there has been an overpayment.

61.2. Where an overpayment has occurred, the employee has the option to repay the overpayment in cash, through a deduction from salary or through another mutually agreed process.

61.3. Once the employee has received written details of the overpayment, if the employee cannot immediately repay the full amount or disputes the amount, discussions must occur between the employer and the employee.

61.4. The employer and the employee will negotiate in good faith with the aim of reaching an agreed amount of the overpayment and/or a mutually satisfactory repayment arrangement.

61.5. The employer will not make deductions from wages without written agreement from the employee in relation to the quantum and timing of deductions.
61.6. Under no circumstances will the deductions result in an employee being paid less than the Federal Minimum Wage during the period in which the deductions occur.

61.7. The provisions of sub-clause 61.5 and sub-clause 61.6 will not apply where the employment relationship is terminated. In that case the employer may withhold any overpayment from the employee’s termination payments which can be made from amounts owing in salary, accrued recreation leave and/or accrued long service leave or any other entitlement which has a monetary value on termination.

61.8. Where agreement cannot be reached on any of the matters contained in this clause, the matter shall be resolved under the dispute resolution procedure of this Agreement.

62. Anniversary dates for Progression

62.1. Employees appointed or promoted prior to 01/08/01 are to be assigned an anniversary date of 7 December.

62.2. Employees appointed or promoted after 1/08/01 are to be assigned an anniversary date of the date of their appointment or promotion respectively.

62.3. The anniversary dates specified in sub-clause 62.1 and sub-clause 62.2 will change in following circumstances:

(a) Senior Constables who had completed 12 months or more on progression point 12 on 6/1/08 and were eligible to advance to progression point 13 on 06/01/08 will be given an anniversary date of 6 January.

(b) Senior Sergeants who had completed 12 months or more on progression point 5 on 06/01/08 and were eligible to advance to progression point 6 on 06/01/08 will be given an anniversary date of 6 January.

(c) Inspectors who had completed 12 months or more on progression point 5 on 06/09/08 and were eligible to advance to progression point 6 on 06/09/08 will be given an anniversary date of 6 September.

(d) Superintendents who have completed 12 months or more at progression point 6 on 1/12/11 and are eligible to advance to progression point 7 on 1/12/11 will be given an anniversary date of 1 December.

63. Movement through Progression Points

63.1. All Constables will be eligible for in situ promotion to Senior Constable subject to completion of the required components of the Victoria Police Education Program, four years service and satisfactory performance.

63.2. Where the employee is promoted, the employee will be appointed to progression point one at that rank.

63.3. An assessment will be conducted annually to determine an employee’s suitability for progression.
63.4. Where an employee is assessed as suitable against the capabilities contained in sub-clause 63.8 and sub-clause 63.9 where relevant, no evidence will be required and the employee will progress to the next progression point.

63.5. Where an employee is absent from the workplace for a period of 12 months or greater on unpaid leave, they will not be entitled to progression for that progression cycle.

63.6. An employee must have received salary payment at their current progression point for a period of 12 months to be eligible for progression to the next progression point. However, where the employer believes that the employee has demonstrated suitability to progress, and 12 months has elapsed since their last progression, they may progress despite having not received 12 months of salary payment at their current progression.

63.7. Where an employee has been on a period of paid leave for in excess of 3 months in the current progression period, and the employer believes that because of the length of absence the employee’s performance is unable to be assessed, progression may be deferred. Where an employee’s progression has been deferred, and the employee is assessed as suitable at the completion of the deferment, they will be entitled to progression from the date that they would have progressed if not for the deferment and will be entitled to retrospective payment.

63.8. Suitability for progression will be assessed against the agreed policing capabilities for the employee’s progression level.

63.9. In addition to sub-clause 63.8, access to progression points 13 to 16 for Senior Constables 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) mentoring junior employees; and

(d) commitment to the maintenance of base policing skills, eg: Operational Tactics and Safety Training where relevant to their position.

63.10. On the commencement of the Agreement, Superintendents who have completed 12 months or more at progression point 6 will translate to progression point 7 provided they meet the requirements for Superintendent progression.

63.11. Where, at the time of the assessment there exists evidence that the employee is unsuitable for progression in accordance with sub-clause 63.8 and sub-clause 63.9 where relevant, that employee will not progress.

63.12. If the employee has completed their Performance Development Assessment at the assessment due date, being 30 days prior to their actual progression date, and no evidence of unsuitability has been documented and brought to the employee’s attention, the employee will progress on their actual progression date without further review.

63.13. Unless a period of unpaid leave has been waived for the purpose of progression in accordance with sub-clause 63.6, any period of unpaid leave will have the effect of moving the progression date by the period of that unpaid leave.
63.14. An employee denied progression on performance grounds will have a right of appeal to the Police Appeals Board in accordance with clause 12.

64. Higher Duties Allowance

64.1. Other than as provided for in sub-clause 64.2 or sub-clause 64.3, an employee who is authorised by the employer to temporarily work 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 the higher duties, the salary, together with any applicable penalty payments (commuted or otherwise) and allowances, as are attached to the higher rank or position.

64.2. Where an employee who is below the rank of Sergeant is directed by a Senior Sergeant or above to replace and perform the supervision duties of a Sergeant for a shift, they will be entitled to receive higher duties for that shift.

64.3. Where an employee of the rank of Sergeant is directed by an Inspector to perform the divisional response supervisor shift of a Senior Sergeant they will be entitled to receive higher duties for that shift.

64.4. The employee will be paid at the first progression point attached to the first year of service in that higher rank or position.

64.5. Where the higher duties would cause a financial detriment the employee will continue to receive the same remuneration as their substantive position.

64.6. 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.

64.7. If an employee is absent from work, either on recreation, long service or personal/carer's leave, the leave shall not be deemed to interrupt the period of performance of higher duties if the employee returns to the same duties on the expiration of their leave.

65. Accident Make Up Pay

65.1. 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 per year.

65.2. An employee who is medically incapacitated for work due to a work related illness or injury and who has an accepted workers compensation claim is entitled to:

(a) accident make up pay to their full pay for the first 52 weeks, or an aggregate of 261 days from the date of their incapacity; and

(b) other than for Recruits and Protective Services Officers, a further period of accident make up pay to 90% of their full pay payable for the period from 53 weeks to 104 weeks or an aggregate of 522 working days from the date of incapacity.
65.3. Payment under sub-clause 65.2 will cease:

(a) after 52 weeks or an aggregate of 261 days for Recruits and Protective Services Officers, and after 104 weeks or an aggregate of 522 days from the date of incapacity for all other employees; or

(b) on the day which the employee is fit to resume pre-injury hours and duties and the employer provides such hours and duties; or

(c) on the date that the employee receives a disability benefit from either ESS or State Superannuation scheme.

65.4. If a settlement is received in a civil claim, which specifically compensates the employee for make-up payments, then the employee is obliged to refund make-up pay granted in accordance with sub-clause 65.2, unless the employee is unable to do so due to circumstances beyond the employee’s control.

65.5. Nothing in this clause derogates from an employee’s entitlements under the Accident Compensation Act 1985.

66. Salary Packaging

66.1. An employee may enter into a salary packaging arrangement providing that the arrangement complies with relevant taxation laws that apply at the time of the request.

SHIFT RELATED ALLOWANCES AND PENALTIES

67. Shift Allowances for Inspectors and below

67.1. Shift allowances will be paid for each rostered ordinary hour worked as follows:

(a) An unsociable hours allowance will be paid in accordance with Schedule D for each ordinary hour worked between 1800 hours and 0100 hours on any day.

(b) An intrusive hours allowance will be paid in accordance with Schedule D for each ordinary hour worked between 0100 hours and 0700 hours on any day.

(c) An unsociable weekend allowance will be paid in accordance with Schedule D for each ordinary hour worked between 0700 hours and 1800 hours on a weekend.

67.2. Where a rostered ordinary hour of work includes a period where an allowance would apply, that allowance will apply for the full hour.

67.3. Where a rostered ordinary hour of work is split across two allowances, the higher allowance will apply for the full hour.

68. Excessive Night Work Penalty for Inspectors and below

68.1. An employee who is rostered by the employer to work night work in excess of seven occasions in any twenty-eight day period must be paid overtime/recall rate 1.5 for each hour of excessive night work.
68.2. An employee will not receive shift allowances for any shift for which they receive an excessive night work payment in accordance with sub-clause 68.1.

68.3. Where an employee receives an excessive night work payment for a shift, that shift will not count as a shift for the purpose of sub-clause 68.1.

68.4. Where the employer facilitates a request from an employee 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.

68.5. 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 2.0 for each hour of overtime worked.

(b) Weekends and Public Holiday

Overtime/Recall rate 2.5 for each hour of overtime worked.

68.6. An employee who is in receipt of a one-person station allowance or commuted overtime allowance is not entitled to claim the rates under sub-clause 68.5.

69. Minimum Break Penalty for Inspectors and below

69.1. Each rostered shift of ordinary hours of work should be separated by a break of a minimum of 10 hours.

69.2. To enable the organisation to transition to a 10-hour minimum break sub-clause 69.6 will come into effect 12 months after the commencement date of this Agreement.

69.3. To facilitate the operation of the 10 hour minimum break employees will be granted a night shift recovery shift following a period of 7 or more consecutive night shifts. An employee may be granted a maximum of 10 such shifts each year. A night shift recovery shift will only be granted on the basis that the employee resumes duty (or is on paid leave of absence) immediately after the night shift recovery shift and before commencing rest days.

69.4. Where by agreement between the employer and the employee a different pattern of night shifts (other than 7 consecutive night shifts) is worked, the night shift recovery will attach to the longest continuous period of night shifts worked in the pattern, provided that:

(a) no more than 10 recovery shifts are rostered in a year; and

(b) only one recovery shift is rostered in a 28 day period; and

(c) recovery from other periods of night shift is achieved through utilising an employee’s rest day, or a ten hour minimum break where a shift permitting a ten hour minimum break can be accommodated by the work place.
69.5. Night shift recovery shift means a period of 24 hours free of duty from the conclusion of a night shift and before the commencement of the next period of duty.

69.6. Where the employee's rostered hours of work are not separated by a minimum break of 10-hours, the employee will be paid a minimum-break penalty of 25% of the employee's base hourly rate of pay, in addition to any other allowances payable. This will apply for the period from the commencement of the second shift of rostered ordinary hours of work, until 10-hours after the completion of the first period of rostered ordinary hours of work.

69.7. Where the employee's rostered ordinary hours of work are not separated by a break of a minimum of eight hours, the employee will be entitled to overtime/recall rate 1, in addition to any other allowance. This will apply for the period from the commencement of the second shift of rostered ordinary hours of work, until 10-hours after the completion of the first period of rostered ordinary hours of work.

69.8. Employees who are entitled to overtime/recall rate 1 in accordance with sub-clause 69.7, will not be entitled to claim a 10-hour minimum break penalty under sub-clause 69.6 for that shift.

69.9. If sub-clause 69.6 or sub-clause 69.7 apply and the employee continues to work or is recalled to work after the completion of the second shift, the employee must be paid overtime rates in lieu of all shift loadings, 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 10 consecutive hours off work. The overtime will be paid at:

(a) Monday to Friday
    Overtime/Recall Rate 2 for each hour of overtime work performed.

(b) Weekends and Public Holidays
    Overtime/Recall Rate 2.5 for each hour of overtime work performed.

PART 12: ALLOWANCES

TRAVEL AND OTHER ALLOWANCES

70. Eligibility for Accommodation, Meal, Incidental Expense and Travelling Allowances

70.1. Employees will be entitled to allowances for travelling, incidental and meal expenses in accordance with this part.

70.2. Where in the opinion of the employer, special circumstances exist in respect of accommodation, meals, incidental expenses and travel, for which provision is not made in the Agreement, the employer may pay such allowances as it considers are reasonable under the circumstances.
70.3. Where the actual and necessary expenses incurred by an employee exceed rates provided in this Agreement, an additional sum by way of reimbursement may be granted by the employer.

70.4. Where it is reasonable to believe that 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.

71. Overnight Meal and Accommodation Allowance

71.1. 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 incidental expenses in accordance with Schedule C.

71.2. 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 times:

<table>
<thead>
<tr>
<th></th>
<th>Time of Leaving</th>
<th>Time of Returning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>0700 hours</td>
<td>0830 hours</td>
</tr>
<tr>
<td>Lunch</td>
<td>1200 hours</td>
<td>1400 hours</td>
</tr>
<tr>
<td>Dinner</td>
<td>1800 hours</td>
<td>1900 hours</td>
</tr>
</tbody>
</table>

71.3. 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.

71.4. Payment of incidentals will only be made for each night of accommodation.

71.5. The employee will still be entitled to receive the incidentals portion of the allowance paid under sub-clause 71.1 where:

(a) the employer provides adequate accommodation (i.e. of at least three star single motel room standard) and the employee is not entitled to payment of an allowance in relation to the accommodation provided; or

(b) the employer provides adequate meals, and the employee is not entitled to payment for an allowance in relation to the meals provided; or

(c) the employee travels by air, boat, rail or other facility, and/or sleeping accommodation is provided and charged for in the fare, and they are not entitled to receive the corresponding expenses prescribed in this clause.

71.6. Where the employee is required to share accommodation or facilities, with the exception of the Victoria Police Academy, they will be paid an inadequate accommodation allowance as prescribed in Schedule C.
72. Overnight Course and Conference Attendance

72.1. Employees (other than Recruits) attending a course or conference in Victoria may be reimbursed the equivalent of a first class rail or a bus fare to enable them to travel to and from their homes every weekend for the duration of the courses or conferences.

72.2. For the avoidance of doubt, the employee will be entitled to excess travel in accordance with clause 85 for the initial journey to the overnight course or conference and the return journey at the cessation of the course or conference. For any travel home during the course or conference, the employee will be entitled to first class rail or bus fare in accordance with sub-clause 72.1.

72.3. An employee (excluding Recruits) who attends an approved internal or external training course or conference and is required to stay overnight is entitled to be paid:

(a) an incidental allowance in accordance with Schedule C, where the cost of accommodation and meals is paid for by the employer; or

(b) Where adequate meals and/or accommodation are not provided, the accommodation and meal allowances as set out in Schedule C.

73. Overnight Attendance at School Camps or Similar Community Related Activities

73.1. An employee involved in a school camp, or similar community related activities, shall be entitled to:

(a) Payment of an incidental allowance as specified in Schedule C for each overnight stay; and

(b) 4 hours time off in lieu of all additional incidents of work for each night of stay in attendance at a school camp or similar community related activities.

74. Temporary Work at Holiday Resorts

74.1. 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.

74.2. 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 in accordance with clause 81 for travel from their permanent residence to the holiday resort location and return upon commencement and completion of the temporary assignment.

74.3. 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 85. The eligibility requirements of sub-clause 85.2 do not apply.
75. Daily Meal Allowances

75.1. An employee is entitled to be paid a meal allowance in accordance with sub-clause 75.4 at the rates specified in Schedule C in the following circumstances:

75.2. Part Day Absences

The employee is required to travel to undertake work and the employee:

(a) had no prior knowledge on the previous day or shift for the requirement to undertake such work; and

(b) is required to be absent from the employee’s normal work location for a continuous period of 5 hours or more; and

(c) 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.

75.3. Attendance at Court

(a) 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 a station or their usual place of work for a midday meal.

(b) 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 complex or at a Police Station within a reasonable proximity to the Court.

75.4. Rate of payment

(a) An employee is entitled to be paid meal allowances at the rates specified in Schedule C at the times set out below:

<table>
<thead>
<tr>
<th>Meal</th>
<th>Time Range</th>
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</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>0601-1200 hours</td>
</tr>
<tr>
<td>Lunch</td>
<td>1201-1800 hours</td>
</tr>
<tr>
<td>Dinner</td>
<td>1801-2400 hours</td>
</tr>
<tr>
<td>Night Meal</td>
<td>0001-0600 hours</td>
</tr>
</tbody>
</table>

76. Mobile Police Station Allowance

76.1. 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, receive the following for each day or part day:
(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.

77. Camping Out Allowance

77.1. 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.

77.2. Employees not provided meals during the assignment shall be paid meal allowances in accordance with Schedule C.

78. Standards of Travel

78.1. An employee when required to travel by rail in the performance of work shall be entitled to travel first class.

78.2. An employee when authorised or required to travel by air in the performance of work shall travel economy class.

79. Entitlements under Different Provisions

79.1. 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.

79.2. For the purpose of sub-clause 79.1, the point of accrual for meals payable under clause 71 will be the time of returning as specified in clause 71.

79.3. For the purpose of sub-clause 79.1, the point of accrual for meals payable under clause 41 will be the earliest time the entitlement accrues.

79.4. Where two meal allowances have accrued and sub-clause 79.1 applies, the greater of the two allowances will be paid to the employee.

80. Overseas Travelling Allowance

80.1. An employee travelling overseas will be paid allowances in accordance with the Victorian Public Sector Travel Principles.

80.2. Prior to the employee travelling, where in the opinion of the employer special circumstances exist in respect of accommodation, meals, overtime, incidental expenses and travel, for which provision is not made in this Agreement, the employer may pay such allowances as it considers are reasonable under the circumstances.
81. Use of Private Motor Vehicle

81.1. An employee who has been granted prior approval by the employer, and is required to use a private motor car, motor cycle or bicycle in the course of the employee’s duties is entitled to be paid at the rates specified in Schedule C.

81.2. An employee who has prior approval and is 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 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 81.2 where an employee commences or ceases duty away from their usual place of employment, an employee will be entitled to payment up to 10 kilometres in total for travel to/from where their car is garaged to/from where their duty commences and or ceases.

82. Reimbursement of Driver’s Licence Fees

82.1. 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.

83. Reimbursement of Telephone Service for One-Person Stations

83.1. An employee performing duty at a one-person station will be reimbursed the actual cost of a telephone service for their residence up to a maximum of the rates set out in Schedule C.

84. Out of Pocket Expenses

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

85. Excess Travel Time

85.1. The following definitions apply for the purposes of this clause:

(a) “Country employee” means an employee who is not a Metropolitan employee.

(b) “Metropolitan employee” means an employee stationed at a police station or permanent place of employment that is within the metropolitan area.

(c) “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.

85.2. For the purpose of this clause, excess travel occurs where:

(a) A Metropolitan employee is required to undertake duty beyond a 24 kilometre radius of their usual station or place of permanent employment; or

(b) A Country employee is required to undertake duty outside the Metropolitan area beyond a 50 kilometre radius or 40 minutes travel time of their usual station or place of permanent employment (whichever is the least); or

(c) 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.

85.3. Entitlements

(a) An employee directed to perform temporary duty at another work location, or who is 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 this clause.

(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.

85.4. Computation of Excess Travel Time

(a) 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.

(b) All excess travel time (minute by minute) undertaken by the employee shall be paid at the employee’s ordinary hourly rate of pay.

(c) The employee may elect to have the equivalent amount of time off in lieu of payment under this clause.

85.5. Computation of Excess Travel Costs

(a) For the purpose of excess travel, the following modes of transport apply:

(i) The employer may supply the employee with a vehicle; or

(ii) The employee may utilise public transport which includes a rail, bus or air service and where necessary, and a taxi service from the end point of a single journey on a single mode of public transport to the temporary work location or training venue; or

(iii) The employee may use their own private motor vehicle.

(b) The modes of transport specified in sub-clause 85.5 apply in the following circumstances:

(i) Where the employer makes a decision to approve training or work at a temporary work location, and the employee is not provided with or offered the use of a vehicle, and a single journey on a single rail, bus or air service is
not reasonably available for the employee to use (with a taxi fare provided, where necessary, from the end point of the single mode of transport to the temporary work location or training venue), the employee may elect to use their own private motor vehicle and will be reimbursed for kilometres in accordance with Schedule C.

(ii) Where the employee is offered a vehicle in accordance with sub-clause 85.5(b)(i) but does not take the option of using that vehicle for the journey, no reimbursement for excess travel costs will be paid to the employee.

(iii) Where there is a single journey on a single rail, bus or air service which is reasonably available for the employee to use (with a taxi fare provided, where necessary, from the end point of the single mode of transport to the temporary work location or training venue), and the employee elects not to use that form of transport, the employee will not be reimbursed for kilometres and will be entitled to payment to the value of a first class rail or bus fare, or an economy class airfare and a taxi fare where necessary.

(iv) Where an employee utilises a single rail, bus or air service and/or a taxi, and the employee has paid for these services, the employee will be reimbursed for the cost of these services. For the purpose of a bus or rail fare, the employee may be reimbursed up to the equivalent of a first class travel and for the purpose of an airfare the employee may be reimbursed up to the equivalent of an economy class airfare.

85.6. Where an Officer has provided the employee with prior authorisation to use their own private motor vehicle for the journey, kilometre rates will be paid in accordance with Schedule C.

85.7. Kilometre rates are payable for each kilometre of travel in excess of that normally travelled from the employee’s usual place of residence to their usual place of employment.

86. Remote Allowance

86.1. An employee appointed to or required to work at any of the stations specified in sub-clause 86.1(a), and whilst performing work at that station, will be paid an allowance at the appropriate rate set out in Schedule C. This allowance will be pro rated where an employee is appointed to, or required to work at one of those locations for part of a year.

(a) Apsley, Bendoor, Beulah, Birchip, Buchan, Cann River, Culgoa, Dimboola, Edenhope, Goroke, Harrow, Hopetoun, Jeparit, Kaniva, Mallacoota, Manangatang, Murrayville, Nhill, Omeo, Orbost, Ouyen, Piangil, Rainbow, Robinvale, Sea Lake, Speed, Swifts Creek, Underbool, Warracknabeal, Woomelang.
CLOTHING ALLOWANCES

87. Uniform Allowance

87.1. An employee, required by the employer, to have and maintain a uniform shall be paid an annual allowance as specified in Schedule C.

87.2. An employee is not able to be in receipt of an annual uniform clothing allowance and an annual civilian clothing allowance at the same time.

87.3. In addition to the allowance prescribed in sub-clause 87.1, a Shrine Guard will be entitled to an annual allowance in accordance with Schedule C, to maintain their ceremonial uniform for ceremonial duties or ceremonial drill training.

88. Civilian Clothing Allowance

88.1. An employee (excluding Recruits and Protective Services Officers) required to work in civilian clothes shall be paid an annual allowance as specified in Schedule C.

88.2. 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.

88.3. The allowances in this clause have been calculated by reference to the different costs incurred in purchasing civilian clothing.

88.4. An employee is not able to be in receipt of an annual uniform clothing allowance and an annual civilian clothing allowance at the same time.

RELOCATION EXPENSES AND ALLOWANCES

89. Relocation Expenses on Appointment

89.1. An employee, who on appointment to Victoria Police relocates from their ordinary place of residence to another in Victoria, is entitled to relocation expenses in accordance with this clause.

Employees assigned to a position under the process agreed in clause 19

89.2. Where an employee on appointment, during probation or on confirmation to Victoria Police is assigned to a position under the process agreed in clause 19, in addition to any entitlements under sub-clause 89.3 and sub-clause 89.4 will be entitled to reimbursement of sale and purchase costs as specified in clause 90.

Employees who were resident overseas

89.3. An employee who was a resident overseas immediately prior to their appointment to Victoria Police will be entitled to:

(a) Payment of economy class air fare for themselves and their substantially dependent partner and/or substantially dependent children;
(b) Reimbursement of actual expenses reasonably incurred up to a maximum as specified in Schedule C for the removal of personal effects;

(c) The Living Away from Home Allowance as prescribed in clause 91 if applicable.

Employees who were resident in Australia

89.4. An employee who was a resident in Australia immediately prior to appointment to Victoria Police will be entitled to:

(a) Payment of economy class air fare or first class rail fare for themselves and their substantially dependent partner and/or substantially dependent children; or

(b) If the employee has used their private motor vehicle, the kilometre allowance as prescribed in Schedule C plus the actual reasonable accommodation and meal costs incurred whilst travelling;

(c) Reimbursement of actual expenses reasonably incurred and necessarily incurred for the removal of furniture and effects dependent on where they are relocating from within 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.

(d) The Living Away from Home Allowance as prescribed in clause 91 if applicable.

90. Relocation Expenses as a Result of a Transfer

Eligibility Requirements

90.1. 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 relocation expenses in accordance with the provisions of this clause.

90.2. An employee who has been required to vacate a ‘required to occupy’ residence shall be covered by the provisions of this clause as if such employee transferred from one position to another.

90.3. Where the employee’s partner receives any reimbursement for the costs associated with the sale or purchase of a residence for which an application is made under this clause, the employer will reduce the amount that the employee is entitled to accordingly.

90.4. Where an employee is transferred to a new position, and:

(a) is required to occupy a police residence; or

(b) 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 this clause.
90.5. Where the employee so elects to defer entitlements in accordance with sub-clause 90.4, 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.

General Expenses

90.6. An employee who meets the eligibility requirements will be reimbursed:

(a) The actual reasonable and necessary costs of conveyance of an employee, and the employee’s substantially dependent partner and/or substantially dependant 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.

(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, reimbursement for accelerated depreciation in accordance with Schedule C.

Costs associated with the sale of a residential property

90.7. An employee must have ordinarily occupied the residence being sold at the old location to be eligible to claim for costs associated with the sale of a residential property. Residence will include land on which an employee was building a permanent residence at the time of transfer.

90.8. 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.

90.9. The employee must sell or enter into a contract to sell the prior occupied residence within two years from the date of notification of the transfer in the Police Gazette.

90.10. Where an employee did not ordinarily occupy 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, they will be entitled to claim costs associated with the sale of a residence.

90.11. Reimbursement of sale costs shall be subject to all expenses associated with the sale of the property up to a maximum price as specified in Schedule C (excluding the value of the chattels), and a first mortgage not in excess of the amount specified in Schedule C.

90.12. The costs associated with the sale of a residential property, in which the employee ordinarily occupied 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 registration fees on discharge of mortgages, settlement fees etc).

90.13. 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.

Costs associated with the purchase of a residential property

90.14. Purchase costs will not be reimbursed until an employee has sold the residence at the old location and received reimbursement for sale costs as specified in sub-clause 90.11. This provision does not apply to employees who are vacating a required to occupy residence.

90.15. 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 notification of the transfer in the Police Gazette.

90.16. An employee may be reimbursed the costs associated with the purchase of a residence for an employee's permanent occupation at the new location, up to a maximum price as specified in Schedule C, 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 procuration fee associated with a mortgage).

91. Living Away from Home Allowance

91.1. For the purpose of this clause, dependent means:

(a) partner; or
(b) children; or
(c) other family member who relies on the employee for main support and who resides with the employee.

91.2. A living away from home allowance is payable upon commencement or transfer for living away from a dependent where it is demonstrated that:

(a) 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; and

(b) 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
(c) the employee continues to make reasonable efforts to find accommodation after they transfer to their new location.

91.3. 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.

91.4. An employee in receipt of the living away from home allowance will not be entitled to travelling expenses under clause 72 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.

91.5. 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.

92. Relocation Expenses on Retirement

92.1. The provisions of this clause only apply to employees who have age retired (where the employee is 50 years of age or over as per clause 16A(2) of the PR Act); or where the employee has had 30 years of service; or has retired on grounds of ill health.

92.2. An employee, on retirement, will be provided with a first class rail fare for themselves and their dependent as defined in clause 91 to take up permanent residence after retirement to a different part of the State from the residence occupied by the employee prior to retirement.

92.3. Where employees use their own motor car for such purposes for themselves and their dependents as defined in clause 91, they will be paid the equivalent of the first class rail fares or kilometre rates (as per sub-clause 81.1); 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 in accordance with sub-clause 90.6(c).

92.4. 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 their dependants as defined in clause 91.
93. Disputes in Relation to Relocation Expenses

93.1. Any dispute or disagreement arising in relation to relocation, relocation expenses or allowances shall be dealt in accordance with the Dispute Resolution procedure set out in clause 11 of this Agreement.

93.2. Subject to compliance with the Dispute Resolution procedure set out in clause 11 of this Agreement, where a dispute occurs in relation to relocation or relocation expenses the matter may be referred to Fair Work Australia for a decision in relation to:

(a) Whether the employee was reasonably required to change their ordinary place of residence; or

(b) the quantum of reimbursement for accelerated depreciation allowed by the employer; or

(c) any special circumstances not provided for in this Agreement and where no agreement can be reached.

PART 13: PERSONAL AND CARER’S LEAVE

94. Definitions

For the purpose of Part 13:

(a) “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 personal leave purposes to the extent that it exceeds 6 months.

(b) “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 in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); 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 employee’s spouse.

95. Taking of Paid Personal/Carer’s Leave

95.1. An employee may take personal/carer’s leave in accordance with clause 97, clause 98 or clause 99 if the leave is taken because:

(a) the employee is not fit for work because of a personal illness, or personal injury affecting the employee; or

(b) to provide care or support to a member of the employee’s immediate family or household who requires care and support because of:
(i) a personal illness or personal injury affecting the member of the employee’s immediate family or household; or
(ii) an unexpected emergency affecting the member of the employee’s immediate family or household.

96. Transition Arrangements for Personal/Carer’s Leave Accrued Prior to the Commencement Date of this Agreement

96.1. Personal leave which was defined as basic sick leave under the previous workplace agreement and which accrued prior to the commencement date of this Agreement, will transition as basic personal/carer’s leave.

96.2. Personal leave which was defined as accrued and supplementary sick leave under the previous workplace agreement and which accrued prior to the commencement date of this Agreement, will transition as supplementary personal/carer’s leave.

96.3. The employee will be required to exhaust their entitlement to basic personal/carer’s leave prior to utilising their entitlement to supplementary personal/carer’s leave.

97. Basic Personal/Carer’s Leave

97.1. A Recruit will be granted an entitlement of 5.85 hours of basic personal/carer’s leave for each completed 4 week period, or part thereof, of the initial training period. This entitlement accrues progressively during their period of service as a Recruit according to their ordinary hours of work.

97.2. Upon completion of the initial training period, an employee will be entitled to 152 hours of basic personal/carer’s leave. This entitlement is granted in advance and applies to the employee’s first two years of service after completion of the initial training period.

97.3. In the event that sub-clause 97.1 or sub-clause 97.2 does not apply, the employee, upon appointment, will be granted an entitlement to 152 hours of basic personal/carer’s leave in respect to the employee’s first two years of service. This entitlement is granted in advance.

97.4. A further entitlement to 76 hours of basic personal/carer’s leave will be credited to the employee on completion of two years of service (excluding the training period) and for each year of service thereafter.

97.5. Any unused basic personal/carer’s leave accumulates from year to year.

97.6. An employee will not be granted basic personal/carer’s 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 any Accident Compensation legislation.

97.7. Subject to clause 100, an employee who is absent for more than three consecutive rostered shifts must provide a medical certificate from a Registered Health Practitioner.
97.8. Subject to clause 100, once an employee has taken a total of 38 hours' paid personal/carers' leave in any year of service, without a medical certificate, the employee will only be granted further basic personal/carers' leave if the employee provides a medical certificate.

98. Supplementary Personal Leave

98.1. Upon completion of the initial training period, employees are entitled to 76 hours of supplementary paid personal leave. This entitlement is granted in advance and applies to the employee's first two years of service after completion of the initial training period.

98.2. In the event that sub-clause 98.1 does not apply, an employee upon appointment will be granted an entitlement to 76 hours of supplementary paid personal leave in respect to the employee's first two years of service. This entitlement is granted in advance.

98.3. A further entitlement to 38 hours of supplementary personal leave will be credited to the employee on the completion of two years of service (excluding the initial training period) and each year service thereafter.

98.4. Any unused supplementary personal leave accumulates from year to year.

98.5. An employee may take a period of supplementary personal leave for the reasons outlined in sub-clause 95.1(a).

98.6. An employee will not be granted supplementary personal leave if the employee's absence is proven not to be due to illness or injury in accordance with sub-clause 95.1, or the injury or illness has arisen from improper or vicious conduct or excessive indulgence in alcohol, or improper or illegal practice on the part of the employee.

98.7. Where an employee proceeds on supplementary personal leave and the employer has doubts as to the cause of the illness or the reason for the absence, the employer may, before accepting the medical certificate, refer such certificate to the Police Medical Officer or direct the employee to attend the Police Medical Officer for examination.

98.8. An 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 any further supplementary personal leave.

98.9. Where an employee has been on continuous personal leave for 52 weeks, they will not be entitled to take any further supplementary personal leave without the express approval of the employer.

98.10. Where an employee has been on continuous supplementary personal leave for 52 weeks and is not granted approval to take or continue taking supplementary personal leave, the employee will only be entitled to take further supplementary personal leave:

(a) in respect to a different illness or injury to that which resulted in the 52 weeks continuous personal leave; or

(b) where the employee has returned for 20 consecutive rostered days exclusive of rest days; or
(c) 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.

98.11. For the purpose of sub-clause 98.9 and sub-clause 98.10, continuous personal leave includes any continuous period taken as Workers’ Compensation Leave.

98.12. 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 personal leave, the employee shall not be entitled to supplementary personal leave in addition to such compensation or benefit.

98.13. Once an employee has taken a total of 38 hours’ paid personal/carer’s leave in any year of service, without a medical certificate, the employee will only be granted further supplementary personal/carer’s leave if the employee provides a medical certificate from a registered health practitioner.

99. Carer’s Leave

99.1. The employee may, in each year of service, take up to 76 hours of supplementary personal leave (supplementary carer’s leave) for the purpose of providing care or support to a member of the employee’s immediate family or household in accordance with sub-clause 95.1(b). Leave in accordance with this sub-clause will only be granted to the employee if the employee meets the notification and documentation requirements set out in clause 100.

99.2. An employee will not be granted supplementary carer’s leave if the employee’s absence is proven not to be due to illness or injury or an unexpected emergency in accordance with sub-clause 95.1.

99.3. Once the employee has exhausted their entitlement to paid carer’s leave, the employee will be entitled to up to 2 days’ unpaid carer’s leave for each occasion where a member of the employee’s immediate family or household requires care or support because of illness, injury or an unexpected emergency.

99.4. An employee will only be granted unpaid carer’s leave if the employee complies with the notification and evidentiary requirements contained in clause 100.

99.5. An employee may take unpaid carer’s leave in accordance with this clause in either a continuous period of up to 2 days, or in any separate periods to which the employee and the employer agree.

100. Notification and Documentary Requirements

100.1. This clause applies for the notification and documentation requirements contained in clause 97, clause 98 and clause 99.
100.2. An employee, who is unable to attend work in accordance with sub-clause 95.1, must notify the employer of the employee’s inability to attend for work. Such notification should be made as soon as is reasonably practicable, preferably before the commencement of the employee’s next shift. However, an employee is not required to provide notification in accordance with this sub-clause if the employee is unable to do so due to circumstances beyond the employee’s control.

100.3. A medical certificate provided by an employee must be issued only in respect of the area of practice in which the practitioner is registered or licensed.

100.4. The medical certificate must not be in respect of a period exceeding 28 days.

100.5. In the case of personal illness or injury, the medical certificate must state that, in the registered health practitioner’s opinion, the employee is unfit for work because of illness or injury.

100.6. In the case of carer responsibilities, the medical certificate must state that, in the opinion of the registered health practitioner treating the person requiring care, the employee requires carer’s leave.

100.7. Where the employee is absent from work due to personal illness or injury or a member of the employee’s immediate family or household suffers an illness or injury, or there is an unexpected emergency in accordance with sub-clause 95.1, and it is not reasonably practicable for the employee to provide a medical certificate, the employee may provide a Statutory Declaration to the employer.

100.8. A statutory declaration for the purpose of sub-clause 100.7 must state that the employee is unfit for work because of personal illness or injury, or because of an unexpected emergency, or an illness or injury to a member of the employee’s immediate family or household.

101. Interaction of Personal/Carer’s Leave with Other Leave

101.1. Where an employee is on a period of recreation leave, accrued time off or long service leave, and the employee or a member of the employee’s immediate family or household suffers an illness or injury, or there is an unexpected emergency in accordance with sub-clause 95.1, the employee will be entitled to take any personal/carer’s leave entitlement that has been credited to them and the relevant period of recreation leave, accrued time off or long service leave will be re-credited.

101.2. An entitlement to sub-clause 101.1 will only apply where the employee complies with the notification and evidentiary requirements contained in clause 100.

102. Special Sick Leave

102.1. The employer may grant paid special sick leave for a period of no more than 3 months in cases of serious illness or other justifiable cause on the recommendation of the Police Medical Officer or registered medical practitioner.

102.2. Special sick leave will be granted at the employer’s discretion.
OTHER PERSONAL LEAVE

103. Compassionate Leave

103.1. 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) has passed away.

103.2. Such leave may be taken in a continuous period of up to 3 days, or in any separate periods to which the employee and the employer agree.

103.3. 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.

103.4. Leave granted under this provision will count as service for the purpose of recreation, personal/carer's and long service leave accrual.

104. Infectious and Contagious Diseases Leave

104.1. The employer may grant an employee additional leave where the employee's personal/carer's leave entitlements have been exhausted, and:
   (a) the employee is unable to attend work due to either contracting an infectious and contagious disease, or being quarantined for an infectious and contagious disease; and
   (b) a registered medical practitioner has deemed the disease to be a Group A or Group B notifiable disease in accordance with the Public Health and Wellbeing Regulations 2009.

104.2. Notwithstanding sub-clause 104.1, where the employer reasonably believes that the employee is in such a state of health as to render the employee a danger to any other person in the normal course of their duties, the employer will require the employee to absent himself or herself from the workplace until the employee provides a clearance from a registered medical practitioner or the Police Medical Officer.

104.3. Leave granted in accordance with sub-clause 104.1 will be paid unless the employee fails to report the fact that the employee has contracted an infectious and contagious disease.

105. Poliomyelitis

105.1. If an 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.
106. **Pulmonary Tuberculosis**

106.1. An employee who is certified by a *registered medical practitioner* to be suffering from pulmonary tuberculosis, where it is likely to be 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 employee 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.

107. **Bone Marrow and Organ Donor Leave**

107.1. An employee will be entitled to paid personal leave on account of being an organ or bone marrow donor.

107.2. Where the employee intends to take leave in accordance with sub-clause 107.1, the employee must provide the employer with a medical certificate from a registered medical practitioner.

107.3. The maximum amount of time that will be allowable for organ donation leave under sub-clause 107.1 is 6 weeks, and the maximum amount of time allowable for bone marrow leave is 1 week.

107.4. For the avoidance of doubt, any leave allowable under this clause shall only be granted for the purpose of the actual procedure to remove bone marrow or an organ and the recovery time thereafter.

108. **Defence Force Reserve Sick Leave**

108.1. 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 Regulation Act 1958*, may be granted additional personal 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 personal leave.

(b) If compensation is paid and is equal to or exceeds the amount of pay which the employee would have received had they been granted personal leave, the personal 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 personal leave, they may be paid an amount equal to the difference, and their personal leave credit reduced as if they had been granted personal leave for such a number of days as is appropriate to the amount of the difference.
109. Military/Overseas Service Special Sick Leave

109.1. 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 Veteran’s Entitlements Act 1986, including:

(a) operational service; or
(b) peace service; or
(c) hazardous service,

the employee will be credited with 114 hours of special leave with pay for each year of service with the employer from the conclusion of the employee’s operation, peacekeeping or hazardous service.

109.2. Leave granted under sub-clause 109.1 will be cumulative to a maximum of 760 hours and will be in addition to personal/carer’s leave granted under clause 97 and clause 98.

109.3. The employer may require the employee to provide evidence of the existence of the illness and its relationship to service specified in sub-clause 109.1 from a registered medical practitioner.

109.4. For each period of special leave taken, the employee must satisfy the same evidentiary requirements as specified in sub-clause 109.3.

110. Fitness for Work

110.1. Work related medical incapacitation means a work related illness or injury where the employee’s workers compensation claim has been accepted. These provisions operate in conjunction with any rights and obligations of employees and the employer under Victorian workers compensation legislation. Non-work related medical incapacitation includes all non-work related illness or injury, as well as non-accepted and/or terminated workers’ compensation claims.

110.2. An employee may be directed by the Chief Commissioner to attend for medical examination(s) by the Police Medical Officer to assess their fitness for work where:

(a) the employee has been on personal leave for personal illness for at least 28 days and provides a medical certificate indicating an ongoing incapacity for the duties of their position; or

(b) 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) the employee fails to attain mandatory qualifications for the position they own because of a verified medical condition; or

(d) the employee indicates a severe or chronic medical related condition as a result of the Victoria Police mandatory physical fitness assessment process; or
(e) on reasonable grounds there are genuine concerns about the employee’s capacity to undertake the duties of their position.

110.3. Employees directed to attend the Police Medical Officer under sub-clause 110.2 will be reimbursed reasonable costs associated with attending the medical examination(s).

110.4. When directed to attend the Police Medical Officer, the employee will be advised, by their management, of the reasons for the referral and be supplied with any supporting documentation.

110.5. Where there is no response by an employee to a direction to attend the Police Medical Officer it will be considered as a “refusal to attend the Police Medical Officer”.

110.6. Where non-attendance at the Police Medical Officer is supported by a medical certificate, the employee is required to make a new appointment with the Police Medical Officer within 30 days of the original scheduled Police Medical Officer appointment.

110.7. Where the Police Medical Officer examines the employee and believes that the employee requires extra time before commencing a return to work plan or requires an extension to the current return to work plan, a review appointment will be made with the Police Medical Officer before making any recommendations to the employer regarding appropriate duties.

110.8. The Police Medical Officer will examine the employee and make a recommendation as to whether the employee:

(a) can return to the full duties of their current position; or

(b) can return to their position or another position with other approved duties including any medical limitations or restrictions as prescribed; or

(c) cannot return to any duties at the current time and is likely to continue indefinitely to have no work capacity.

110.9. Employees will only be assigned duties consistent with the Police Medical Officer’s recommendation regarding approved duties, including any medical limitations or restrictions, for the employee. This may include returning to full duties in the employee’s current position or any other position within Victoria Police.

110.10. Where the opinions of the Police Medical Officer and the employee’s medical practitioner conflict as to the employee’s capacity for duty, the employee may elect to be referred to a suitable medical specialist from the agreed independent list. If there is not a specialist in the required field on the list the Police Medical Officer will consult and agree with the PFA an appropriate medical specialist. The Police Medical Officer and the treating practitioner may provide medical reports to the medical specialist. The medical specialist will provide the final medical advice in accordance with the criteria contained in sub-clause 110.8.

110.11. Where an employee refuses to attend a medical examination by either the Police Medical Officer or a nominated suitable medical specialist, or following an assessment, refuses to return to duty or transfer to another position, then:

(a) in the case of a work related illness or injury, the employee’s accident make up pay will cease and the employee will not be entitled to supplementary sick leave; or
(b) in the case of a non work related illness or injury the employee's supplementary sick leave will cease; and

(c) the employee will be considered to have withdrawn their services.

110.12. Where it is identified that the employee cannot return to their substantive position the employer will attempt to identify a suitable position in accordance with clause 22.

110.13. On the provision of 14 days notice the employee may be discharged on medical grounds, subject to Victorian workers compensation legislation, where:

(a) an employee is found to be unfit for all duties in Victoria Police and is likely to continue indefinitely to have no work capacity; or

(b) the employer is unable to provide duties that comply with the stated medical limitations or restrictions and the medical limitations or restrictions and the inability to provide duties are likely to continue indefinitely; and

(c) the employee has exhausted any entitlement to accident make-up pay under this Agreement.

PART 14: RECREATION LEAVE

111. Recreation Leave other than Recruits

111.1. An employee, excluding a Recruit, is entitled to 9 weeks (342 hours) leave comprised of 7 weeks (266 hours) recreation leave plus 10 days (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.

111.2. Recreation leave will be credited at the commencement of each financial year. Leave will be calculated on a pro-rata basis for any period of employment, which is less than 12 months.

111.3. Where an employee ceases employment during a financial year such that the period of service is less than 12 months in that financial year, the employee's outstanding recreation leave balance will be adjusted to reflect the employee's accrued entitlement under sub-clause 111.1 and any untaken leave will be paid in lieu. Where an employee has taken recreation 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 in accordance with clause 61.

111.4. Where an employee takes a week of recreation leave they will be entitled to 7 days off work inclusive of two rest days and be deemed to have utilised 38 hours recreation leave.

111.5. The employer may agree to provide an employee, if requested, with access to their recreation leave entitlement in single days.
112. Leave Loading

112.1. 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 recreation leave.

112.2. An employee at the rank of Superintendent must be paid an additional amount of 17.5% of the base rate of pay for a Superintendent progression point one for the first 152 hours of recreation leave.

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

112.4. Recreation leave loading will be paid with the first pay in August of each year. The calculation will be based on the employee's base rate of pay as at 1 July of that year.

113. Recreation Leave and Leave Loading for Recruits

113.1. A Recruit is entitled to 5.107 hours of recreation leave for each completed week of the initial training period or part thereof.

113.2. A Recruit will be paid an additional amount of 17.5% of the Recruit's base rate of pay for each hour of recreation leave granted in accordance with sub-clause 113.1.

113.3. A Recruit who does not complete the initial training period will receive payment in respect of any untaken leave to which the Recruit is entitled under sub-clause 113.1 and payment for leave loading as specified in sub-clause 113.2.

114. Requirement to Take Leave

114.1. Employees must exhaust their entitlement to recreation leave by 30 June in the financial year of which it has accrued, unless carrying the leave over into the next financial year has been approved in advance by the employer.

114.2. The employer may develop a leave roster with the employee at the beginning of the financial year to ensure that leave is exhausted in accordance with sub-clause 114.1. The leave roster will take into consideration the service delivery requirements of Victoria Police and the individual circumstances of the employee.

114.3. Where an employee has been on an extended absence, the employer will work with the employee upon their return to work to develop a leave plan. The focus of a leave plan developed under this sub-clause will be for the employee to utilise their recreation leave entitlements in the current financial year, or within a reasonable period thereafter.

114.4. In the event where an employee has more than half of their recreation leave entitlement still owing on 1 January, and the employee does not have an agreed leave roster in place to exhaust their recreation leave entitlement by 30 June, the employer will develop a leave plan with the employee and subject to sub-clause 114.5, may require the employee to take leave.
114.5. In developing a leave roster or plan with the employee, or in requiring the employee to take a period of recreation leave, the employer will:

(a) discuss the timing of leave with the employee;
(b) give due consideration to the needs of the employee; and
(c) unless the employee and the employer agree otherwise, will provide a minimum of one month's notice of any requirement to take leave.

PART 15: PARENTAL LEAVE

ELIGIBILITY AND BASIC ENTITLEMENT

115. Eligibility for Parental Leave

115.1. Employees who have at least 12 months' continuous service will be entitled to parental leave in accordance with Part 15.

115.2. Employees who have less than 12 months' continuous service will still be entitled to:

(a) paid pre-natal leave as specified in clause 119; and

(b) the period of paid paternity/partner leave as specified in sub-clause 126 (or an equivalent period of leave for a female that has given birth to the child or for an employee in connection with other parenting arrangements or 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 sub-clause 116.1.

116. Total Quantum of Parental Leave

116.1. Employees are entitled to a combined total of 52 weeks paid and/or unpaid parental leave on a shared basis in relation to the birth or adoption of their child. This includes: a component of paid maternity leave for females (in connection with giving birth); paid paternity/partner leave for males/partners; and, paid adoption or other parenting arrangements.

116.2. If, during the life of this Agreement, the Victorian State Government implements improvements to the parental leave provisions applying to non-executive staff in the Victorian public sector (whether through legislation, agreement or policy announcement), to provide a benefit greater than covered by this Agreement, the parties agree that such increase will apply to employees covered by this Agreement, from the same date that they apply to non-executive staff in the Victorian public sector.
117. **Employee Couple – Concurrent Leave**

117.1. Parental leave is available to only one parent at a time in a single unbroken period, except in accordance with sub-clause 117.2.

117.2. An employee who is entitled to paternity/partner leave or secondary care giver adoption or other parenting arrangements leave, will be entitled to take the following component of their leave concurrently with their *partner or former partner’s* maternity, adoption or other parenting arrangements leave:

(a) In the case of paternity/partner leave, a total of 1 week of paid paternity/partner leave in accordance with sub-clause 126.1 and up to 2 weeks of unpaid leave (which need not be taken consecutively). This period may be commenced 1 week prior to the expected date of birth and must end no later than 3 weeks after the birth; or

(b) In the case of secondary care giver adoption or other parenting arrangements leave, a total of 1 week of paid adoption or other parenting arrangements leave – secondary care giver, in accordance with sub-clause 129.2 or sub-clause 132.2 and up to 2 weeks of unpaid leave (which need not be taken consecutively) which may be commenced at the time of placement or when the child starts residing with the employee, and must end no later than 3 weeks after the date of placement or residence.

117.3. Where the employer agrees, the employee may start concurrent leave earlier, or end concurrent leave up to 3 weeks later than provided for in sub-clause 117.2.

118. **Rules for taking Parental Leave**

118.1. When the employee gives notice pursuant to clause 121 or clause 125 or clause 128 or clause 131, the employee must also provide a statutory declaration stating particulars of any period of parental leave or other authorised leave of the same type sought or taken by their *partner* because of the expected birth, adoption or other parenting arrangement. This does not apply to the period of concurrent leave payable in accordance with clause 117.

118.2. For the purpose of personal/carer’s leave accrual, the first 52 weeks of parental leave (whether paid or unpaid) will count as service.

118.3. An employee may seek to extend/change the period of parental leave on one occasion unless otherwise agreed between the employer and the 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.

118.4. An employee who is entitled to unpaid parental leave may, in lieu of all or part of that leave utilise recreation leave or long service leave, to which they are entitled, provided that the combined total of all leave does not exceed 52 weeks. Recreation leave or long service leave used in accordance with this clause may be taken at either full pay or half pay.
PRE-NATAL LEAVE

119. Pre-Natal Leave to attend Medical Appointments associated with Pregnancy

119.1. An employee who is pregnant, will, in addition to any other leave, be entitled to paid leave totalling up to 35 hours per pregnancy to enable her to attend routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate.

119.2. An employee whose Partner or former Partner is pregnant and provides a medical certificate stating such, will in addition to any other leave, be entitled to 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.

119.3. An employee’s work area should be flexible enough to allow employees, who take leave in accordance with sub-clause 119.1 or sub-clause 119.2, the ability to leave work and return on the same day.

NO SAFE JOB LEAVE

120. Transfer to a Safe Job

120.1. Where an employee is pregnant and, in the opinion of a registered medical practitioner, is fit for work but it is inadvisable for her to continue at her present work, because of:

(a) illness or risks arising out of her pregnancy; or

(b) hazards connected with the work assigned to the employee;

the employee will be transferred, if reasonably practicable, to an appropriate safe job for the risk period, with no other change to the employee’s terms and conditions of employment.

120.2. If a transfer to an appropriate 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.

120.3. An appropriate safe job is a job within Victoria Police that has the same ordinary hours of work as the employee’s present position.

120.4. The entitlement to leave in accordance with sub-clause 120.2 is in addition to any other leave entitlement provided for under this Agreement.
MATERNITY LEAVE

121. Rules for taking Maternity Leave

121.1. Unless there is a compelling reason not to do so, an employee must provide at least 10 weeks notice of the expected date of birth of the child (included in a certificate from a registered health practitioner stating that the employee is pregnant).

121.2. At least 4 weeks before the intended start date specified in sub-clause 121.1, the employee must confirm the intended start and end dates of leave, or advise the employer of any changes to the intended start and end dates of leave.

121.3. Unless otherwise agreed between the employer and the employee, an employee may commence her maternity leave at any time within the 6 weeks immediately prior to the expected date of birth.

121.4. 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 health practitioner, stating that she is fit to continue to perform her current duties. The employer may require the employee to start maternity leave if the employee:

(a) does not give the employer the requested certificate within 7 days after the request; or,

(b) within 7 days after the request for the certificate, gives the employer the medical certificate stating that the employee is unfit to work.

122. Paid Maternity Leave Entitlement

122.1. An employee is entitled to 14 weeks of paid maternity leave on full pay or 28 weeks at half pay in connection with giving birth.

122.2. The paid maternity leave entitlement that applies in accordance with sub-clause 122.1 forms part of the parental leave entitlement and the total time allowed for parental leave as outlined in sub-clause 116.1 is not extended by the operation of this clause.

122.3. Paid maternity leave must be taken in connection with the birth of the baby either before or immediately after the birth.

122.4. For the purpose of recreation and long service leave accrual, any paid or half paid maternity leave provided for under this Agreement will count as service.

123. Special Maternity Leave

123.1. Where the pregnancy of an employee, not then on maternity leave, terminates other than by the birth of a living child, the employee must as soon as practicable give notice to the employer of the taking of leave, and advise the employer of the period, or expected period of the leave in accordance with the following:
(a) Where the pregnancy terminates during the first 20 weeks, the employee is entitled to take paid personal leave and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary; or

(b) Where the pregnancy terminates after the completion of 20 weeks, the employee will be entitled to the amount of paid maternity leave as prescribed in sub-clause 122.1 and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary.

123.2. If an employee takes leave for a reason outlined in sub-clause 123.1(a) or sub-clause 123.1(b), the employer may require the employee to provide evidence that would satisfy a reasonable person or provide a certificate from a registered medical practitioner.

124. Personal Illness during Pregnancy

124.1. An employee who is suffering from an illness that is not related to her pregnancy may take any paid personal leave to which she is entitled in addition to unpaid maternity leave.

124.2. Where an employee not then on maternity leave suffers illness related to her pregnancy, she is entitled to paid personal leave and such further unpaid maternity leave as a registered medical practitioner certifies as necessary.

124.3. The employee must, as soon as practicable give notice to the employer of the taking of leave, and advise the employer of the period, or expected period of the leave.

124.4. If an employee takes leave for a reason outlined in sub-clause 124.1 or sub-clause 124.2, the employer may require the employee to provide a certificate from a registered medical practitioner.

PATERNITY/PARTNER LEAVE

125. Rules for taking Paternity/Partner Leave

125.1. An employee will provide the employer, at least 10 weeks prior to each proposed period of paternity/partner leave, with:

(a) evidence (which may be in the form of a certificate from a registered health practitioner) which names his or her partner or former partner and states that she is pregnant and the expected date of confinement or states the date on which the birth took place; and

(b) written notification of the dates on which he or she proposes to start and finish the period of paternity/partner leave; and

(c) except in relation to leave taken concurrently with the child's mother under sub-clause 117.1, a statutory declaration stating:
(i) that he or she will take the period of paternity/partner leave to become the primary care giver of a child; and
(ii) particulars of any period of maternity leave sought or taken by his or her
   partner or former partner.

125.2. The employee will not be in breach of this clause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

126. Paid Paternity/Partner Leave Entitlement

126.1. An employee whose partner or former partner is pregnant will be entitled to 1 week paternity/partner leave on full pay or 2 weeks at half pay.

126.2. Leave granted in accordance with sub-clause 126.1 must be taken in connection with the birth of the baby by the employee’s partner or former partner.

126.3. An employee will be entitled to the same period of paid paternity/partner leave under sub-clause 126.1 if their partner or former partner’s pregnancy has terminated other than by the birth of a living child beyond 20 weeks.

126.4. This entitlement applies as part of the entitlement contained in sub-clause 116.1, and is not in addition to that entitlement.

126.5. For the purpose of recreation and long service leave accrual, any paid or half paid paternity/partner leave provided for under this Agreement will count as service.

ADOPTION LEAVE

127. Pre Adoption Leave to attend Interview or Examination

127.1. An employee, who is in the process of adopting a child, is entitled to take up to 2 days’ paid leave to attend any interviews or examinations required in order to obtain approval for the adoption.

127.2. In addition to sub-clause 127.1, the employee and the employer may agree to additional unpaid leave.

128. Rules for taking Adoption Leave

128.1. The employee shall be required to provide the employer with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.

128.2. The employee must give written notice of the day when the placement with the employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.
128.3. The employee must give the following written notice of the first and last days of any period of adoption leave they intend to apply for because of the placement:

(a) where a placement notice is received within the period of 8 weeks after receiving the placement approval notice — before the end of that 8 week period; or

(b) where a placement notice is received after the end of the period of 8 weeks after receiving the placement approval notice — as soon as reasonably practicable after receiving the placement notice.

128.4. Generally, the employee must apply for leave to the employer at least ten weeks before the date when the adoption leave begins and must also notify the employer of the period of leave to be taken. An employee may commence adoption leave before providing such notice where, through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

128.5. Before commencing the adoption leave, the employee will provide the employer with a statement from an adoption agency which specifies the day that the placement is expected to start and a statutory declaration stating:

(a) that the child is an eligible child and the particulars of any other authorised leave to be taken because of the placement;

(b) except in relation to any leave taken concurrently with the child’s other adoptive parent under clause 117, that the employee is seeking the adoption leave to become the primary care giver of the child; and

(c) particulars of any period of adoption leave sought or taken by the employee’s spouse.

128.6. An employee must provide the employer with confirmation from the adoption agency which confirms the start date of the adoption.

128.7. Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately. The employer will then nominate a time, not exceeding four weeks from receipt of notification for the employee’s return to work.

128.8. An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

129. Adoption Leave Entitlement

129.1. An employee who adopts a child and who is the primary caregiver is entitled to 14 weeks paid adoption leave on full pay or 28 weeks at half pay.

129.2. An employee who adopts a child and is the secondary caregiver is entitled to 1 week paid adoption leave on full pay or 2 weeks at half pay.
129.3. For the purposes of recreation and long service leave accrual, any paid or half paid adoption leave provided for under this Agreement will count as service.

OTHER PARENTING ARRANGEMENTS

130. Pre Birth Leave

130.1. Where an employee is an intended parent under an arrangement not otherwise provided for in Part 15, they will be entitled to take up to 7.6 hours paid leave for the purpose of attending routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate.

130.2. An employee’s work area should be flexible enough to allow employees, who take leave in accordance with sub-clause 130.1, the ability to leave work and return on the same day.

131. Rules for Other Parenting Leave Contained in Clause 132

131.1. The employee must provide the employer with a written notice of their intention to apply for other parenting leave as soon as is reasonably practicable.

131.2. Unless there is a compelling reason not to do so, the employee must apply for other parenting leave at least 10 weeks before the date that they expect to undertake primary or secondary care-giver responsibilities for the child. At this time, the employee must notify the employer of the period of leave to be taken.

131.3. At least 4 weeks before the intended start date specified in sub-clause 131.2, the employee must confirm the intended start and end dates of leave, or advise the employer of any changes to the intended start and end dates of leave.

131.4. The employee must provide evidence in the form of a statutory declaration which must state that they will be participating in a parenting arrangement and whether they will be the primary or secondary care-giver of the child and particulars of any other form of parental leave taken by the employee’s partner or former partner.

131.5. Any leave granted in accordance with clause 132 must be taken at the birth of the child.

131.6. The provisions of clause 131 and clause 132 must be read in-conjunction with the parental leave entitlement contained in Part 15. Any leave that applies in accordance with clause 132 forms part of the parental leave and the total time allowed for parental leave as outlined in 116.1 is not extended by the operation of this clause.

132. Other Parenting Leave Entitlement

132.1. An employee who becomes a parent under an other parenting arrangement and is the primary care-giver, is entitled to 14 weeks paid parenting leave on full pay or 28 weeks at half pay.
132.2. An employee who is the secondary caregiver in this arrangement, is entitled to 1 week of paid parenting leave or 2 weeks at half pay.

132.3. For the purposes of recreation and long service leave, any paid or half paid other parenting leave entitlement provided for under this arrangement will count as service.

OTHER ENTITLEMENTS

133. Consultation and Communication during Parental Leave

133.1. 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:

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

(b) 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.

133.2. The employee will take reasonable steps to inform the employer about any significant matter that will effect 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.

133.3. The employee will notify the employer of any changes of address or other contact details which might affect the employer’s capacity to comply with sub-clause 133.1.

134. Right to Request Extension of Parental Leave or Part time work

134.1. An employee entitled to parental leave, may, in order to reconcile work and parental responsibilities, request the employer to:

(a) extend the period of concurrent parental leave provided for in clause 117 up to a maximum of 8 weeks;

(b) extend the period of unpaid parental leave provided for in sub-clause 116.1 by a further continuous period of up to 52 weeks; and/or

(c) return from a period of parental leave on a part time basis until the child reaches school age.

134.2. A request for an additional period of unpaid parental leave in accordance with sub-clause 134.1(b) must be provided to the employer at least 4 weeks before the end date of the original parental leave period.

134.3. A request for part time work in accordance with sub-clause 134.1(c) 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.
134.4. For the avoidance of doubt, the employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of a child.

135. **Employee's Request and Employer's Decision to be in Writing**

135.1. The employee's request and the employer's decision made under clause 134 must be in writing.

135.2. The employer will provide the employee with a written response to such request as soon as practicable but no later than 21 days after the request is made.

136. **Consideration of Requests**

136.1. The employer may refuse a request made in accordance with clause 134, only on reasonable business grounds and will include the details for such refusal in the written response.

136.2. The employer shall in considering a request made under clause 134 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.

137. **Returning to Work after a Period of Parental Leave**

137.1. 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.

137.2. Unless the employee has applied for and been successful in gaining a transfer or promotion, the 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 120, the employee will be entitled to return to the position she held immediately before such transfer.

137.3. 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 being transferred to a safe job.

137.4. 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.
137.5. For the purposes of this clause, remuneration means the employee’s *ordinary rate of pay* and includes any allowance which would ordinarily be payable in respect of every pay period per year.

PART 16: OTHER LEAVE

138. Long Service Leave

138.1. Subject to sub-clause 138.2 of this Agreement, employees will be entitled to long service leave in accordance with the PR Act and the Police Regulations 2003 (Vic).

138.2. Employees are entitled to pro-rata long service leave after an initial 7 years’ continuous service.

138.3. Any pro-rated entitlement taken by an employee in accordance with sub-clause 138.2 will be offset against any subsequent entitlement arising under the PR Act or the Police Regulations 2003 (Vic) that has accrued in respect of the same period.

138.4. 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.

139. Anzac Day Leave

139.1. Every employee who is an eligible 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.

139.2. For the purposes of this clause, the words “eligible serviceperson” mean any employee who:

(a) holds or is eligible to hold any of: the Australian Active Service Medal, or its predecessor, the Australian Active Service Medal 1945-1975; the Australian Service Medal, or its predecessor, the Australian Service Medal 1945-1975, or; the Police Overseas Service Medal;

(b) has served with the Australian Defence Force (ADF), or;

(c) is a current or former ADF Reservist.

139.3. The provisions of clause 139 shall also apply to employees with similar service from another country of the Commonwealth.

140. Defence Force Leave

140.1. An employee (excluding a *Recruit*) who is an Australian Defence Forces (ADF) Reservist and is required to attend an ADF training camp or ADF deployment is entitled to 20 days
of paid Defence Force leave in each calendar year for the purpose of attending such ADF training or ADF deployment.

140.2. An employee who applies for defence force Reserve Leave must:
(a) apply to the employer in writing before the leave is required;
(b) provide the employer with a call up notice issued by the Commanding Officer (or delegate) of their defence force unit before the leave is approved; and
(c) must supply a statement of earnings or other evidence of attendance at the completion of the leave.

140.3. Defence Force leave does not have to be taken as a continuous period.

140.4. Recreation leave, personal leave and long service leave will continue to accrue during a period of paid Australian Defence Force Reserve Leave.

141. Special Leave for Recruits

141.1. The employer may for reasons not elsewhere provided in this Agreement grant a Recruit leave with pay up to a maximum of ten working days during their employment as a Recruit.

142. Transfer Leave

142.1. An employee promoted\transferred to a position who is required to relocate their ordinary place of residence shall be entitled to 1 day paid leave for the purposes of preparation and packing of personal and household effects and 1 day paid leave for unpacking and settling into the new premises.

142.2. Where the circumstances warrant the employer shall grant extra leave as necessary for the purpose of travelling to the new premises.

PART 17: OTHER MATTERS

143. Police Residences

143.1. On occasion, Victoria Police may advertise a position that requires an employee to occupy a police residence. Where a police residence is required to be occupied by an employee, rent shall be deducted from the employees 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; or
(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.

143.2. Where 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 a suitable temporary premises until the police residence is available for their occupation at the same rental that they would be required to pay in respect of the police residence.

143.3. If an employee is required to live in a 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.

143.4. An employee, who is required to occupy a police residence and who elects not to reside at such residence, will be required to vacate the position as if it was a self initiated transfer.

143.5. Any dispute in relation to the amount to be deducted shall be dealt with in accordance with the dispute settling procedure in clause 11.

144. Supplementary Duties

144.1. Supplementary duties are shifts offered to employees who are absent from the workplace on unpaid parental leave or leave without pay, and are offered as a means to assist employees to maintain current practical experience and professional registration requirements during periods of extended leave. Supplementary duties do not interrupt the period of unpaid parental leave or leave without pay.

144.2. An employee may not perform supplementary duties if the employee:
   (a) is a Recruit; or
   (b) has been suspended.

144.3. 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 and must notify the employer of the period of time for which they would like to perform those duties.

144.4. 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.

144.5. An employee who is eligible to perform supplementary duties may notify the employer, that they are available and wish to be considered for the performance of those supplementary duties.

144.6. 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 sub-clause 144.5 and will notify the relevant employees.

144.7. An employee has a right to refuse any hours offered without suffering detriment.

144.8. An employee who performs supplementary duties is entitled to be paid a loading of 22% 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 casual loading, referred to in Section 287(2) of the FW Act, is increased.

144.9. An employee will be paid for a minimum of four hours work whenever supplementary duties are performed.

144.10. The loading paid in accordance with sub-clause 144.8 is paid as compensation for annual leave, personal/carer’s leave and the other entitlements of full time or part time employment that would otherwise accrue as a result of the period of work. An employee will not accrue any form of leave or be entitled to any allowances (other than shift allowances) while performing supplementary duties.

144.11. 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 144.8 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.

144.12. Any time spent performing supplementary duties will be recognised as service in respect of long service leave.

144.13. 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.

145. **Voluntary Duties for Constables, Senior Constables, Sergeants and Senior Sergeants**

145.1. For the purpose of this clause sporting and special events means: sporting activities, festivals, fetes, community entertainment events and other planned events of a similar nature. Events should be of a nature that police resources needed cannot be met without affecting a station’s ordinary resources.

145.2. Employees can nominate to be rostered by the employer to perform police duties at sporting and special events, on their days off.

145.3. Voluntary duties are not available to employees on sick leave, suspension, paid maternity leave, paid paternity leave, paid adoption leave or paid study leave.
145.4. Employees can only work a maximum of two days voluntary duties per *fortnight* during a non-leave period.

145.5. The minimum period of work will be four hours and will commence and finish at the event, unless specified otherwise.

145.6. In the instance of an event cancellation, employees who have been paraded at the event will be paid for four hours.

145.7. Payment for voluntary duties will be at the rate of 1.25 of the *ordinary hourly rate of pay*.

145.8. No shift, overtime or other allowances will be paid.

145.9. Work as a result of unforeseen circumstances, beyond the period rostered as voluntary work, will continue to be paid at the voluntary duties hourly rate of pay in accordance with sub-clause 145.7.

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

146. **THASM**

146.1. Where an employee is the subject of a threat of harm, and the employer has assessed the threat as being credible, the Police Threats Review Panel will make recommendations to manage the threat.

146.2. The employer will meet the costs of implementing the recommendations, where the recommendations exceed generally accepted household security, including alterations to the employee’s place of residence or relocation of the employee’s residence.

147. **PFA Representative Facilities**

**Recognition**

147.1. The employer and the PFA are committed to the facilitation of co-operative workplace relations through the establishment of consultative arrangements and effective dispute settling provisions.

147.2. Employees have the right to be represented by the PFA and to the protections afforded to employees and their representatives under the *Fair Work Act 2009*.

**Facilities**

147.3. For the purpose of carrying out their role, PFA representatives will be:

(a) provided with reasonable access to office equipment and services such as office, email, telephone and computer access where available;

(b) permitted to post written material in a place to which employees have access and is not a public area;

(c) granted reasonable time in the course of their duties to discuss employment issues with members in their area of representation or *Officers* of the PFA. Representatives are to ensure that these discussions do not hinder or obstruct members in the performance of their work and that service delivery is not affected.
Leave

147.4. An employee who has been authorised to attend an approved staff association training course, and who has been nominated by the PFA to attend such course, may be granted up to five days of paid leave to attend the approved training course in any one calendar year.

147.5. An employee may be granted paid leave under sub-clause 147.4 in excess of five days and up to ten days in any one calendar year subject to the total leave taken in that year and in the subsequent year not exceeding ten days.

147.6. The employer may grant paid leave to members of the PFA or delegates to attend meetings, delegates’ conferences and the annual general meeting.

147.7. The employee may be granted the leave specified in sub-clauses 147.4, 147.5 or 147.6 where the employer is satisfied that attendance is likely to contribute to a better understanding of industrial relations, occupational health and safety, safe work practices, or knowledge of industrial entitlements.

147.8. Leave granted under this instruction counts as service for all purposes except WorkCover.

147.9. Employees will not be entitled to claim any personal or travelling expenses associated with attendance.

148. Abandonment of Employment

148.1. If an employee is absent for more than one month:

(a) without permission of the employer; and

(b) without contacting the employer to provide an explanation for the absence; and

(c) in circumstances where the employer could not reasonably, after due enquiry, have been aware of any grounds for the absence

the employer is entitled to treat the employee as having resigned and the employment as having been terminated by the employee at their initiative.

149. Occupational Health and Safety

Objectives

149.1. The employer acknowledges and supports the rights of employees to work in an environment, which is, so far as is reasonably practicable, safe and without risks to health consistent with the Occupational Health and Safety Act 2004. The parties are committed to consultation and resolution of Occupational Health and Safety (OH&S) issues.

149.2. The employer recognises the PFA as a legitimate representative of employees for OH&S matters and undertakes to comply with relevant occupational health and safety legislation.
149.3. This Agreement commits Victoria Police and the PFA to improving health and safety. This will be accomplished through the ongoing development, in consultation with employees and their Health and Safety Representatives, of management systems and procedures designed, as far as is reasonably practicable to:

(a) identify, assess and control workplace hazards;
(b) reduce the incidence, severity and cost of occupational injury and illness; and
(c) provide a rehabilitation system for workers affected by occupational injury or illness.

149.4. OH&S statutory requirements, as well as codes of practice, guidelines and Australian standards are minimum standards and will be improved upon where practicable.

Consultation

149.5. OH&S consultative mechanisms will be established to address OH&S issues. Such mechanisms will be:

(a) in accordance with the Victorian *Occupational Health and Safety Act 2004*;
(b) established in consultation with Employees and their Health and Safety Representatives; and
(c) consistent with the Employer’s agreed dispute resolution procedures and the rights and functions of Health and Safety representatives.

149.6. Where an OH&S committee is established at least half the members of the committee shall be Health and Safety Representatives who are elected by the employees.

Employee Health and Safety Representatives

149.7. The employer recognises the role of the PFA in managing the nomination and election of Health and Safety Representatives.

149.8. The employer will provide reasonable assistance to the PFA to enable it to fulfil its role in managing the nomination and election of Health and Safety Representatives.

150. Child Care

150.1. When an employee is required to unexpectedly perform duties in response to an emergency situation, as defined in the *Emergency Management Act 1986*, which is an unforeseen or unplanned event taking place requiring a police response that cannot be dealt with by the resources immediately available, and there is no pre-existing child care arrangement, the employee is entitled to be reimbursed for incurred child care expenses to a maximum of the rate per day prescribed in Schedule C. To be eligible for payment under this clause, evidence of costs must be provided from a registered child care provider.
PART 18: POSITION BASED ALLOWANCES AND CONDITIONS

151. One-Person Stations

151.1. 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 B.

151.2. Payment of a one-person station allowance 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 recreation leave for work in their response zone. The allowance is also for any overtime worked in their cluster that directly relates to work that commenced in their response zone, and for any unplanned disturbance associated with working in a one-person station.

151.3. Except where overtime is being paid to the employee in accordance with sub-clause 151.5, the parties agree that where an employee in receipt of a one-person station allowance is approved by an Officer to work ‘excessive hours’, they will be paid an excessive hours penalty for all hours worked in excess of 12 hours until they have received an 8 hour break. This may include court and crime scenes.

151.4. The excessive hours penalty will be equivalent to the employee’s ordinary hourly rate of pay for each excessive hour worked.

151.5. Payment of a one-person station allowance is not intended to cover work:

(a) that is in excess of 8 hours per day on any working day or rest day and which is outside their response zone in relation to an incident that commenced outside their response zone; or

(b) which is part of a planned organisational exercise such as counter terrorism planning or emergency management exercise; or

(c) on long service leave.

Where the employer requires work of this nature, payment must be made in accordance with Part 6.

151.6. 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 in sub-clause 151.1.

151.7. Subject to approval by the local area Commander, and provided that the employee’s area does not suffer in terms of provision of service to his or her local community, one-person station employees may:

(a) work night shift of up to 3 nights duration over a 14 day period for planned local, cluster or district operations;

(b) work night shift of their own volition to address crime and traffic trends that have been identified for attention within their own respective response zones. Cluster rosters are to be adjusted accordingly by the employee concerned;
(c) work 7 days of night shifts within a 28 day period at their request for career development reasons;
(d) only be rostered away from their response zone in emergencies or critical situations.

152. Airwing

152.1. All appointments to the Police Air Wing will be determined by the employer on the basis of the employee’s relevant qualifications and experience.

152.2. The following classifications shall be paid the relevant salary prescribed for the below mentioned levels in accordance with Schedule A.

<table>
<thead>
<tr>
<th>Definition</th>
<th>Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Pilot&lt;br&gt;“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.</td>
<td>Ch. Insp</td>
</tr>
<tr>
<td>Senior Pilot&lt;br&gt;“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.</td>
<td>5</td>
</tr>
<tr>
<td>Check and Training Pilot&lt;br&gt;“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 pilots’ licences and ratings and who certifies to the competency of pilots so tested in addition to flying duties performed for the Victoria Police Force.</td>
<td>5</td>
</tr>
<tr>
<td>Line Pilot (3 years plus with C.I.R. Helicopter)&lt;br&gt;“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.</td>
<td>4</td>
</tr>
<tr>
<td>Line Pilot Level 3 (less than 3 years plus with C.I.R. Helicopter)&lt;br&gt;“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.</td>
<td>3</td>
</tr>
<tr>
<td>Line Pilot&lt;br&gt;“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.</td>
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</tbody>
</table>
152.3. For salary purposes only, the employee may be paid against a higher rank than that to which the employee has attained on promotion or transfer.

152.4. An 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.

152.5. An Employee, who is an Airwing Pilot, will be entitled to a flying operations allowance at the rate specified in Schedule B.

152.6. This allowance is in recognition of qualifications and requirements placed on pilots including Command Instrument Rating, Air Transport Pilots Licence and loss of licence insurance.

153. Police Bands

153.1. Employees who are employed in the Police Band as a musician, senior musician, band leader or music director shall be paid the relevant salary, prescribed below, in accordance with Schedule A.

<table>
<thead>
<tr>
<th>Bands Classification</th>
<th>Level</th>
<th>Progression Point</th>
</tr>
</thead>
<tbody>
<tr>
<td>Band Leader</td>
<td>Level 3</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>Music Director</td>
<td>Level 3</td>
<td>1</td>
</tr>
<tr>
<td>Senior Musician</td>
<td>Level 2</td>
<td>7</td>
</tr>
<tr>
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<td></td>
<td>6</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Musician</td>
<td>Level 1</td>
<td>4</td>
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<tr>
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</tbody>
</table>

153.2. For salary purposes only, the employee may be paid against a higher rank to which the employee has attained on promotion or transfer.

153.3. An employee who holds a police rank when transferred to the Police Bands shall continue to hold that rank. This shall apply to employees currently working at the Police Bands and any employee who may transfer to the Police Bands in the future.

154. Fingerprint Bureau

154.1. Employees appointed to the Fingerprint Bureau shall be paid the relevant salary prescribed for the following levels in accordance with Schedule A.
<table>
<thead>
<tr>
<th>Role</th>
<th>Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager</td>
<td>5</td>
</tr>
<tr>
<td>Senior Fingerprint Expert</td>
<td>4</td>
</tr>
<tr>
<td>Fingerprint Expert</td>
<td>3</td>
</tr>
<tr>
<td>Fingerprint Technician</td>
<td>2</td>
</tr>
</tbody>
</table>

154.2. For salary purposes only, the employee may be paid against a higher rank than that to which the employee has attained on promotion or transfer.

154.3. For the avoidance of doubt, an employee appointed to a supervisory role at the Fingerprint Bureau who is not an expert will be entitled to payment at their substantive rank until they reach expert level.

154.4. An employee who holds a police rank when transferred to the Fingerprint Bureau shall continue to hold that rank, unless that employee applies for and gains on merit a position at a higher rank. This shall apply to employees currently working at the Fingerprint Bureau and any employee who may transfer to the Fingerprint Bureau in the future.

155. **Field Services Branch**

155.1. Employees appointed to the Field Services Branch within the following classifications shall be paid the relevant salary prescribed for the below mentioned levels in accordance with **Schedule A**.

<table>
<thead>
<tr>
<th>Role</th>
<th>Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager</td>
<td>5</td>
</tr>
<tr>
<td>Senior Crime Scene Expert/Ballistic Expert</td>
<td>4</td>
</tr>
<tr>
<td>Crime Scene Expert/Ballistic Expert</td>
<td>3</td>
</tr>
<tr>
<td>Crime Scene Examiner/Ballistic Examiner</td>
<td>2</td>
</tr>
</tbody>
</table>

155.2. For salary purposes only, the employee may be paid against a higher rank than that to which the employee has attained on promotion or transfer.

155.3. For the avoidance of doubt, an employee appointed to a supervisory role at the Field Services Branch who is not an expert will be entitled to payment at their substantive rank until they reach expert level.

155.4. An employee who holds a police rank when transferred to the Field Services Branch shall continue to hold that rank, unless that employee applies for and gains on merit a position at a higher rank. This shall apply to employees currently working at the Field Services Branch and any employee who may transfer to the Field Services Branch in the future.

156. **Disturbance Allowance**

156.1. A disturbance allowance in accordance with this clause will be payable to an employee who owns or occupies a position in the State Surveillance Unit, Technical Support Unit, Source Development Unit or Undercover Unit, to compensate for contactability and disturbance outside of work hours, short
notice roster disturbances and variation to the excessive hours penalty, provided that:

(a) the primary focus of the employees duties are of a covert or surveillance nature; and

(b) the employee is engaged in operational police work; and

(c) the employee is liable for short notice roster disturbances that require the employee to change shift time and work away from their usual work location; and

(d) the employee participates in operational rotation as set out in clause 156.9; and

(e) the department head or delegate confirms every 6 months that the above requirements of the employee continue.

156.2. For the purpose of sub-clause 156.1(b), operational police work includes any compulsory rotation or direction to perform duties of an administrative nature or training nature for a period of time but not where an employee requests a flexible work arrangement, either on a temporary or permanent basis, that does not involve field work.

156.3. The disturbance allowance is intended to compensate for contactability and work performed by an employee at their immediate location. There is no requirement for the employee to travel to another location to perform the duties.

156.4. Employees below the rank of Inspector working in the State Surveillance Unit or Technical Surveillance Unit who meet the requirements of sub-clause 156.1, and who work regular rostered availability will be entitled to disturbance allowance 1 as prescribed in Schedule B.

156.5. Employees below the rank of Inspector working in the Undercover Unit or Source Development Unit who meet the requirements of sub-clause 156.1, and who are not regularly rostered on availability, but are required to maintain direct telephone contact with human sources and/or persons of interest associated with covert operations will be entitled to a disturbance allowance 2 as prescribed in Schedule B.

156.6. On application, Inspectors may be assessed for eligibility for a disturbance allowance in accordance with clause 156. Superintendents are not eligible for either allowance.

156.7. The disturbance allowance will be paid on a pro-rata basis to any employee seconded into one of the named units for the period of the secondment provided the employee meets the requirements set out in clause 156.1.

156.8. For the purpose of this clause operational rotation involves:

(a) undergoing a compulsory rotation to an operational uniform or criminal investigation position (where the employee is appropriately qualified) every five years
(b) the location and timing of the rotation being mutually agreed with the location convenient to the employee place of residence

(c) the employee electing to undertake the compulsory rotation for three or six months provided that no leave may be taken during a three month rotation

(d) payment of a pro rata uniform allowance for the period of a uniform rotation

(e) the employee being deemed to have met the operational rotation requirement should the department head or delegate not release the employee for rotation

(f) there being a minimum of two years separation between each rotation.
<table>
<thead>
<tr>
<th>Level 1</th>
<th>Recruit</th>
<th>1 Dec 14</th>
<th>1 Jul 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<tr>
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<tr>
<td>4</td>
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<td>$55,917</td>
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<tr>
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<tr>
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<tr>
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<tr>
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### Schedule A – Ordinary Rate of Pay for Protective Services Officers (Including Commuted Penalty Allowance)

<table>
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<tr>
<th></th>
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<th>1 Jul 12</th>
<th>1 Dec 12</th>
<th>1 Jul 13</th>
<th>1 Dec 13</th>
<th>1 Jul 14</th>
<th>1 Dec 14</th>
<th>1 Jul 15</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PSO Senior Supervisor</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
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<tr>
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<tr>
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<td>$58,427</td>
<td>$59,596</td>
<td>$61,086</td>
</tr>
<tr>
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<td>$53,976</td>
<td>$55,056</td>
<td>$56,157</td>
<td>$57,280</td>
<td>$58,425</td>
<td>$59,888</td>
</tr>
<tr>
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<td>$51,881</td>
<td>$52,918</td>
<td>$53,977</td>
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<td>$56,157</td>
<td>$57,281</td>
<td>$58,713</td>
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<td>$49,556</td>
<td>$50,548</td>
<td>$51,558</td>
<td>$52,596</td>
<td>$53,641</td>
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</tr>
<tr>
<td><strong>PSO 1st Class</strong></td>
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## Schedule B – Salary Related Allowances

### Commuted Overtime Allowance
(Clause 44.1)

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</thead>
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<td>$ 11,256</td>
<td>$ 11,481</td>
<td>$ 11,711</td>
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<tr>
<td>Constable &amp; Senior Constable</td>
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<td>$ 8,968</td>
<td>$ 9,147</td>
<td>$ 9,330</td>
<td>$ 9,517</td>
<td>$ 9,707</td>
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### One Person Station Allowance
(Clause 151.1)

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<th>1 July 14</th>
<th>1 Dec 14</th>
<th>1 July 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Constable &amp; Senior Constable</td>
<td>$ 8,792</td>
<td>$ 8,968</td>
<td>$ 9,147</td>
<td>$ 9,330</td>
<td>$ 9,517</td>
<td>$ 9,707</td>
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### Disturbance Allowance
(Clause 156)

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<td>$ 9,864</td>
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<td>$ 10,263</td>
<td>$ 10,468</td>
<td>$ 10,677</td>
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### Flying Operations Allowance
(Clause 152.5)

<table>
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<th>1 Dec 12</th>
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<th>1 July 15</th>
</tr>
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<tbody>
<tr>
<td>Flying Operations Allowance</td>
<td>$ 15,345</td>
<td>$ 15,652</td>
<td>$ 15,965</td>
<td>$ 16,284</td>
<td>$ 16,610</td>
<td>$ 16,942</td>
<td>$ 17,281</td>
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## Availability Allowance
(Clause 56.3)

<table>
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<th>1 July 15</th>
</tr>
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<tbody>
<tr>
<td>Availability (non rest day)</td>
<td>$5.27</td>
<td>$5.38</td>
<td>$5.48</td>
<td>$5.59</td>
<td>$5.70</td>
<td>$5.82</td>
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<td>Availability (rest day)</td>
<td>$10.54</td>
<td>$10.75</td>
<td>$10.97</td>
<td>$11.19</td>
<td>$11.41</td>
<td>$11.64</td>
<td>$11.87</td>
<td>$12.17</td>
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## Superintendents Contactable - Disturbance Allowance
(Clause 57)

<table>
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<th>1 July 14</th>
<th>1 Dec 14</th>
<th>1 July 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disturbance Allowance 1</td>
<td>$2,000</td>
<td>$2,040</td>
<td>$2,081</td>
<td>$2,122</td>
<td>$2,165</td>
<td>$2,208</td>
<td>$2,252</td>
<td>$2,309</td>
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<tr>
<td>Disturbance Allowance 2</td>
<td>$4,000</td>
<td>$4,080</td>
<td>$4,162</td>
<td>$4,245</td>
<td>$4,330</td>
<td>$4,416</td>
<td>$4,505</td>
<td>$4,617</td>
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</tbody>
</table>

Note: Disturbance Allowance 1 will be paid to a Superintendent who is the Commander of a Division or a non operational Division/Portfolio in the metropolitan area. Disturbance Allowance 2 will be paid to a Superintendent who is a Commander of a Non Metropolitan Division or they have been appointed to the role of the State Tier Activation Primary Capability Advisor. Only one disturbance allowance is payable at any one time.
## Schedule C – Expense Related Allowances

<table>
<thead>
<tr>
<th>Clause Number</th>
<th>Expense Related Allowance</th>
<th>1-Dec-11</th>
<th>1-Jul-12</th>
<th>1-Jul-13</th>
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<tbody>
<tr>
<td>41.1</td>
<td>Overtime Meals</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>(i) For breakfast</td>
<td></td>
<td>$ 15.61</td>
<td>$ 16.08</td>
<td>$ 16.57</td>
<td>$ 17.06</td>
</tr>
<tr>
<td>(ii) For lunch</td>
<td></td>
<td>$ 15.61</td>
<td>$ 16.08</td>
<td>$ 16.57</td>
<td>$ 17.06</td>
</tr>
<tr>
<td>(iii) For dinner</td>
<td></td>
<td>$ 20.71</td>
<td>$ 21.33</td>
<td>$ 21.97</td>
<td>$ 22.63</td>
</tr>
<tr>
<td>(iv) For night meal</td>
<td></td>
<td>$ 15.61</td>
<td>$ 16.08</td>
<td>$ 16.57</td>
<td>$ 17.06</td>
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<tr>
<td>71.1</td>
<td>Meal / incidental Allowance - Overnight</td>
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<td></td>
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<tr>
<td>(a) Breakfast</td>
<td></td>
<td>$ 20.06</td>
<td>$ 20.67</td>
<td>$ 21.29</td>
<td>$ 21.92</td>
</tr>
<tr>
<td>Lunch</td>
<td></td>
<td>$ 34.09</td>
<td>$ 35.12</td>
<td>$ 36.17</td>
<td>$ 37.25</td>
</tr>
<tr>
<td>Dinner</td>
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<td>$ 48.04</td>
<td>$ 49.48</td>
<td>$ 50.96</td>
<td>$ 52.49</td>
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<td>Bed</td>
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<td>$151.95</td>
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<td>Incidentals</td>
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<td>$ 18.88</td>
<td>$ 19.45</td>
<td>$ 20.03</td>
<td>$ 20.63</td>
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<tr>
<td></td>
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<td>-</td>
<td>-</td>
<td>$</td>
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<tr>
<td>71.6</td>
<td>Inadequate Accommodation Allowance</td>
<td>$ 28.98</td>
<td>$ 29.85</td>
<td>$ 30.75</td>
<td>$ 31.67</td>
</tr>
<tr>
<td>72.3(a)</td>
<td>Course/Conference Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Breakfast</td>
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<td>$ 20.06</td>
<td>$ 20.67</td>
<td>$ 21.29</td>
<td>$ 21.92</td>
</tr>
<tr>
<td>Lunch</td>
<td></td>
<td>$ 34.09</td>
<td>$ 35.12</td>
<td>$ 36.17</td>
<td>$ 37.25</td>
</tr>
<tr>
<td>Dinner</td>
<td></td>
<td>$ 48.04</td>
<td>$ 49.48</td>
<td>$ 50.96</td>
<td>$ 52.49</td>
</tr>
<tr>
<td>Incidents</td>
<td></td>
<td>$ 18.88</td>
<td>$ 19.45</td>
<td>$ 20.03</td>
<td>$ 20.63</td>
</tr>
<tr>
<td>Incidents non-departmental premises within Victoria</td>
<td></td>
<td>$ 23.27</td>
<td>$ 23.97</td>
<td>$ 24.68</td>
<td>$ 25.43</td>
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<tr>
<td>Incidents non-departmental premises interstate</td>
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<td>$ 29.46</td>
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<td>$ 31.26</td>
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<td>75.1</td>
<td>Daily Meal Allowance for Part Day Absence or Attendance at Court</td>
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<td></td>
<td></td>
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<tr>
<td>(i) For breakfast</td>
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<td>$ 15.61</td>
<td>$ 16.08</td>
<td>$ 16.57</td>
<td>$ 17.06</td>
</tr>
<tr>
<td>(ii) For lunch</td>
<td></td>
<td>$ 15.61</td>
<td>$ 16.08</td>
<td>$ 16.57</td>
<td>$ 17.06</td>
</tr>
<tr>
<td>(iii) For dinner</td>
<td></td>
<td>$ 20.71</td>
<td>$ 21.33</td>
<td>$ 21.97</td>
<td>$ 22.63</td>
</tr>
<tr>
<td>(iv) For night meal</td>
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<td>$ 16.08</td>
<td>$ 16.57</td>
<td>$ 17.06</td>
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<td>76.1(a)</td>
<td>Mobile Police Station</td>
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<td>Equipped</td>
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<td>77.1</td>
<td>Camping Out Allowance</td>
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<td>Camping out</td>
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<td>$</td>
<td>$</td>
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<td>83.1</td>
<td>One Person Station</td>
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<td>Reimbursement</td>
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<td>$ 393.46</td>
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<td>$ 417.42</td>
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<td>expense</td>
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<td>87.1</td>
<td>Uniform Allowance</td>
<td></td>
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<tr>
<td>1st year</td>
<td></td>
<td>$ 202.34</td>
<td>$ 208.41</td>
<td>$ 214.67</td>
<td>$ 221.11</td>
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<td>Thereafter</td>
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<td>$ 406.26</td>
<td>$ 418.45</td>
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<td>$ 443.93</td>
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<td>Shrine Guard Allowance</td>
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<td>Uniform</td>
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<td>$ 418.45</td>
<td>$ 431.00</td>
<td>$ 443.93</td>
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<td>88.1</td>
<td>Civilian Clothing Allowance</td>
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<tr>
<td>(a) Male</td>
<td></td>
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<td>$ 2,005.30</td>
<td>$ 2,065.46</td>
<td>$ 2,127.43</td>
</tr>
<tr>
<td>clothing</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Female</td>
<td></td>
<td>$ 2,800.85</td>
<td>$ 2,884.87</td>
<td>$ 2,971.42</td>
<td>$ 3,060.56</td>
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<td>Clause Number</td>
<td>Expense Related Allowance</td>
<td>1-Dec-11</td>
<td>1-Jul-12</td>
<td>1-Jul-13</td>
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<tr>
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<tr>
<td>88.2</td>
<td>Temporary Civilian Clothing Allowance</td>
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<td></td>
<td>(i) Male clothing</td>
<td>$7.20</td>
<td>$7.42</td>
<td>$7.64</td>
<td>$7.87</td>
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<td></td>
<td>(ii) Female clothing</td>
<td>$11.15</td>
<td>$11.49</td>
<td>$11.83</td>
<td>$12.19</td>
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<td>74.2</td>
<td>Private Vehicle Kilometre Rate</td>
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<td>81.1</td>
<td>Motor cars 2 litres and over</td>
<td>$0.93</td>
<td>$0.95</td>
<td>$0.98</td>
<td>$1.01</td>
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<tr>
<td>81.2(a)</td>
<td>Motor cars under 2 litres</td>
<td>$0.76</td>
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<td>$0.81</td>
<td>$0.83</td>
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<td>85.5(b)(i)</td>
<td>Motor cycles 250cc and over</td>
<td>$0.45</td>
<td>$0.47</td>
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<td>85.6 89.4(b)</td>
<td>Motor cycles under 250cc</td>
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<td>$0.35</td>
<td>$0.36</td>
<td>$0.37</td>
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<td>Bicycles</td>
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<td>Relocation</td>
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<td>89.3(b)</td>
<td>Removal of personal effects from overseas</td>
<td>$10,403.63</td>
<td>$10,715.74</td>
<td>$11,037.21</td>
<td>$11,368.33</td>
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<td>89.4(c)</td>
<td>Cost of comprehensive insurance cover whilst in transit</td>
<td>$76,633.10</td>
<td>$78,932.10</td>
<td>$81,300.06</td>
<td>$83,739.06</td>
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<tr>
<td>89.4(c)</td>
<td>Removal of personal effects from elsewhere in Victoria</td>
<td>$5,735.53</td>
<td>$5,907.60</td>
<td>$6,084.83</td>
<td>$6,267.37</td>
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<tr>
<td>89.4(c)</td>
<td>Removal of personal effects from NSW, SA, ACT</td>
<td>$6,611.81</td>
<td>$6,810.16</td>
<td>$7,014.47</td>
<td>$7,224.90</td>
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<tr>
<td>89.4(c)</td>
<td>Removal of personal effects from QLD, TAS, WA, NT</td>
<td>$8,874.15</td>
<td>$9,140.37</td>
<td>$9,414.59</td>
<td>$9,697.02</td>
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<tr>
<td></td>
<td>Sale and Purchase Costs of property</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>90.6(c)</td>
<td>Depreciation</td>
<td></td>
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<td>Single employee</td>
<td>$481.14</td>
<td>$495.58</td>
<td>$510.45</td>
<td>$525.76</td>
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<td>Member with substantial dependents</td>
<td>$1,022.83</td>
<td>$1,053.52</td>
<td>$1,085.12</td>
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<td>90.11(b)</td>
<td>Sale and Purchase Costs</td>
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<td>90.16(a)</td>
<td>Maximum price of a property</td>
<td>$337,652.54</td>
<td>$347,782.12</td>
<td>$358,215.58</td>
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<td>(b) Maximum first mortgage</td>
<td>$230,729.27</td>
<td>$237,651.15</td>
<td>$244,780.68</td>
<td>$252,124.10</td>
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<td>91.3</td>
<td>Living Away from Home Allowance</td>
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<td></td>
<td>Full member/Recruit</td>
<td>$286.62</td>
<td>$295.22</td>
<td>$304.07</td>
<td>$313.20</td>
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<td>150.1</td>
<td>Child Care Reimbursement</td>
<td>$63.86</td>
<td>$65.78</td>
<td>$67.75</td>
<td>$69.78</td>
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<td>86.1</td>
<td>Remote Allowance</td>
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<td>$1,030.00</td>
<td>$1,060.90</td>
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Schedule D – Shift Allowances

Shift and Weekend Penalties
(Clause 67.1)

<table>
<thead>
<tr>
<th></th>
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<th>1 Dec 12</th>
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<th>1 July 14</th>
<th>1 Dec 14</th>
<th>1 July 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unsociable</td>
<td>$ 4.60</td>
<td>$ 4.70</td>
<td>$ 4.79</td>
<td>$ 4.89</td>
<td>$ 4.98</td>
<td>$ 5.08</td>
<td>$ 5.18</td>
<td>$ 5.31</td>
</tr>
<tr>
<td>Intrusive</td>
<td>$ 5.87</td>
<td>$ 5.99</td>
<td>$ 6.11</td>
<td>$ 6.23</td>
<td>$ 6.35</td>
<td>$ 6.48</td>
<td>$ 6.61</td>
<td>$ 6.78</td>
</tr>
<tr>
<td>Unsociable</td>
<td>$ 4.00</td>
<td>$ 4.08</td>
<td>$ 4.16</td>
<td>$ 4.24</td>
<td>$ 4.33</td>
<td>$ 4.42</td>
<td>$ 4.50</td>
<td>$ 4.62</td>
</tr>
<tr>
<td>Weekend</td>
<td></td>
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<td></td>
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</table>
### Schedule E - Chief Superintendent and Chief Inspector Salary Schedules

<table>
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<th>1 Dec 11</th>
<th>1 July 12</th>
<th>1 Dec 12</th>
<th>1 July 13</th>
<th>1 Dec 13</th>
<th>1 July 14</th>
<th>1 Dec 14</th>
<th>1 July 15</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Chief Superintendent</strong></td>
<td>$144,637</td>
<td>$147,529</td>
<td>$150,480</td>
<td>$153,490</td>
<td>$156,559</td>
<td>$159,691</td>
<td>$162,884</td>
<td>$166,957</td>
</tr>
<tr>
<td><strong>Chief Inspector</strong></td>
<td>$123,291</td>
<td>$125,757</td>
<td>$128,272</td>
<td>$130,837</td>
<td>$133,454</td>
<td>$136,123</td>
<td>$138,846</td>
<td>$142,317</td>
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