

DEPARTMENT OF CORRECTIVE SERVICES PRISON OFFICERS' INDUSTRIAL AGREEMENT 2016

AG X of 2016

WITHOUT PREJUDICE

Part A – Introduction

1. Title

1.1 This Agreement will be known as the *Department of Corrective Services Prison Officers’ Industrial Agreement 2016*.

2. Arrangement

Part A – Introduction	2
1. Title	2
2. Arrangement	2
3. Parties bound by this Agreement	7
4. Area and Scope of the Agreement	7
5. Term of Agreement	7
6. Relationship with Legislation, Awards and other Agreements	7
7. Definitions	7
8. No Further Claims	11
9. Principles and Aims of Agreement	11
Part B – Employment Categories and Conditions	13
10. Types of Employment	13
11. Part-Time Employment	13
11A. Job Share	13
12. Fixed-Term Employment	13
13. Casual Employment	14
14. Officers in Training	14
15. Termination of Employment	15
16. Re-Engagement in Employment	15
17. Health and Wellness	15
18. Hours of Duty	15
19. Meal Breaks	16
20. Requirement to Perform Overtime	17
21. Rate of Pay for Overtime	17
22. Overtime between Rostered Shifts	18
23. Restrictions on Overtime	18
24. Overtime not at an Officer’s Headquarters	18
25. Development of Roster	19
26. Roster Cycles	19
27. Roster Posting	20
28. Roster Alterations	20
29. Shift Swaps	20
30. 12 Hour Shift Guidelines	21
Part C – Remuneration and Payment Arrangements	22
31. Rate of Pay	22
32. Payment Arrangements – General	22
33. Payment Arrangements – Allowances	22

34.	Salary Packaging.....	23
35.	Payment Errors.....	23
Part D – Allowances and Reimbursements		25
36.	Camping Allowance.....	25
37.	Civilian Clothing Allowance	25
38.	Composite Allowance	26
39.	Compressed Air Breathing Apparatus Allowance	26
40.	District Allowance.....	26
41.	Disturbance Allowance.....	27
42.	Dog Handlers Allowance	27
43.	Driving Allowance.....	27
44.	Special Operations Group / Albany Security Unit Allowance.....	27
45.	Explosive Allowance	28
46.	First Class Officers Allowance.....	28
47.	Higher Duties Allowance.....	28
48.	Motor Vehicle Allowance	28
49.	Officer in Charge Allowance	29
50.	Meal Allowances (Overtime and Hospital Sits)	29
51.	Pager Allowance.....	29
52.	Property Allowance	30
53.	Regional Incentive Allowance.....	31
54.	Relieving Allowance.....	32
55.	Remote Area Annual Leave Travel Concession.....	33
56.	Removal Allowance.....	33
57.	Residential Training Allowance	35
58.	Senior Work Camp Officer Allowance.....	35
59.	Special Allowances	35
60.	Standby Allowance	35
61.	Study Allowance.....	35
62.	Transfer Allowance.....	36
63.	Travelling Allowance.....	36
64.	Travelling Allowance (Special)	38
65.	Uniform.....	38
66.	Water Allowance.....	38
67.	Variation to Allowances	38
Part E – Leave		40
68.	Leave General Provisions.....	40
69.	Entitlement to Personal Leave.....	40
70.	Accessing Personal Leave.....	40
71.	Notice of Personal Leave	41
72.	Application for Personal Leave	421
72A.	Entitlement to Family and Domestic Violence Leave.....	42
72B.	Access to Paid Family and Domestic Violence Leave.....	42

72C.	Access to Unpaid Family and Domestic Violence Leave.....	Error! Bookmark not defined.
72D.	Other Conditions Related to Family and Domestic Violence Leave	Error! Bookmark not defined.
73.	Absenteeism Management	Error! Bookmark not defined.
74.	Suspected Misuse of Personal Leave Provisions	Error! Bookmark not defined.
75.	Portability of Personal Leave.....	44
76.	Personal Leave and other Leave Entitlements.....	44
77.	Medical Travel Leave for Regional Officers	45
78.	Entitlement to Annual Leave	45
79.	Annual Leave Roster	46
80.	Annual Leave Letter Procedures for Transfers and Promotions.....	46
81.	Single Days Annual Leave.....	47
82.	Cashing Out Annual Leave.....	47
83.	Annual Leave Loading	47
84.	Travelling time for Officers located in regional areas.....	48
85.	Eligibility for Maternity Leave.....	49
86.	Notice Requirements for Maternity Leave.....	49
87.	Entitlement to Maternity Leave	50
88.	Payment for Paid Maternity Leave	51
89.	Commencement of Maternity Leave.....	51
90.	Modification of duties and Transfer to a safe job.....	52
91.	Interaction of Maternity Leave with other Leave Entitlements.....	53
92.	Extended Unpaid Maternity Leave	53
93.	Communication during Maternity Leave.....	53
94.	Replacement Officer	53
95.	Employment during Unpaid Maternity Leave.....	54
96.	Return to work on conclusion of Maternity Leave.....	54
97.	Effect of Maternity Leave on the Contract of Employment	55
98.	Eligibility for Adoption Leave	56
99.	Entitlement to Adoption Leave.....	56
100.	Payment for Paid Adoption Leave	57
101.	Commencement of Adoption Leave	58
102.	Notice and Variation Requirements for Adoption Leave	58
103.	Maternity Leave Provisions which apply to Adoption Leave.....	58
104.	Eligibility for other Parent Leave.....	59
105.	Entitlement to other Parent Leave.....	59
106.	Payment for Paid other Parent Leave.....	60
107.	Commencement of other Parent Leave	61
108.	Notice and Variation Requirements For Other Parent Leave	61
109.	Maternity Leave Provisions which apply to other Parent Leave	61
110.	Entitlement to Partner Leave	61
111.	Right to request additional unpaid Partner Leave.....	62
112.	Notice of Partner Leave.....	63
113.	Effect of Partner Leave on the Contract of Employment	63

114.	Grandparental Leave	63
115.	Entitlement to Long Service Leave	64
116.	Commencement of Long Service Leave.....	64
117.	Duration of Long Service Leave	64
118.	Compaction of Leave	65
119.	Cashing out Long Service Leave	65
120.	Pro Rata Long Service Leave	65
121.	Portability of Long Service Leave	65
122.	Bereavement Leave.....	66
123.	Witness Service	66
124.	Cultural/ Ceremonial Leave	67
125.	Part Time and Full Time Study Leave.....	67
126.	Special Leave arrangements for residential and Full Time Training.....	68
127.	Leave Without Pay.....	69
128.	Blood/Plasma Donors Leave	69
129.	Defence Force Reserves Leave.....	69
130.	International Sporting Events Leave	70
131.	Emergency Service Leave	70
132.	Public Holidays	70
133.	Purchased Leave Deferred Salary Scheme.....	70
134.	Purchased Leave -50/52 or 49/52 Salary Arrangement.....	71
Part F – Transfers, Training and Staffing Matters		73
135.	Types of Transfers	73
136.	Voluntary Transfers	73
137.	Eligibility for Specific Transfer Lists.....	73
138.	Compassionate Transfers.....	75
139.	Mutual Swap Transfers.....	75
140.	Department Initiated Transfers	75
141.	Transfer Committee	76
142.	Special Entitlement to Transfer.....	77
143.	Time limits on further Transfers.....	78
144.	General Transfer Conditions.....	78
145.	Secondments and Vacancies	78
146.	Vacancy Management	78
147.	Management of Musters.....	78
148.	Staffing Shortfalls	78
149.	Acting Senior Officer and Officer In Charge Appointments	79
150.	Abolition of FCPO Classification	79
151.	Assistant Senior Officer Appointments	79
152.	Review of the Principal Officer Job Description Form.....	79
153.	Rostering arrangements for Residential Training and Full Time Training	80
154.	Travel to and from residential and Full Time Training.....	80
155.	Additional residential and Full Time Training arrangements	81

156.	Standard of training provided	81
Part G – Vocational Support Officers		82
157.	Position History Files for Vocational Support Officers	82
158.	Benchmarks for existing Vocational Support Officer Classifications	82
159.	Changes to Vocational Support Officer position duties and responsibilities	83
160.	Creation of New Vocational Support Officer Positions	84
161.	Vocational Support Officer Training – Induction and Orientation Program	85
162.	Vocational Support Officer Training – Essential Training Program	85
163.	Vocational Support Officer Training – Industry Specific Training	85
164.	Vocational Support Officer Training - Full Disciplinary Officer Training	85
165.	Vocational Support Officer Training Generally	86
166.	Use of Vocational Support Officers	86
167.	Promotion or Transfer of Vocational Support Officers	86
168.	Appointment of substantive and acting Vocational Support Officers	86
Part H – Change, Consultation and Dispute Resolution		88
169.	Consultative Committees	88
170.	Membership of Consultative Committees	88
171.	Administration of LCC’S and PCC’S.....	88
172.	Relationship between the Consultative Process and the Dispute Resolution Procedure	89
173.	Introduction of Change	89
174.	Dispute Resolution Procedure	89
175.	Dispute Resolution Procedure for Individual Disputes	90
176.	Dispute Resolution Procedure for Prison/Service Area disputes	91
177.	Dispute Resolution Procedure for corporate disputes.....	91
Part I – Union Matters		92
178.	Facilities for Union Representatives	92
179.	Union State Council and Executive Council Meetings	92
180.	Trade Union Training Leave	92
181.	Leave to attend Union Business.....	93
Schedule A –Annualised Salaries		935
Schedule B - Motor Vehicle Allowance (Officers required to supply and maintain vehicle)		103
Schedule C - Motor Vehicle Allowance (Officers who agree to use own vehicle).....		103
Schedule D - Travelling, Transfer and Relieving Allowance.....		105
Schedule E - Dispute Management Procedure Forms.....		105
Schedule F - Signatories		112

3. Parties Bound by this Agreement

- 3.1 This Agreement is between the Minister for Corrective Services and the Western Australian Prison Officers' Union of Workers.
- 3.2 The Commissioner of Corrective Services is the delegate of the Minister under section 13 of the *Prisons Act 1981* (WA). The Department of Corrective Services engages Officers on behalf of the Commissioner, and in this capacity the Department is the employer for the purposes of this Agreement.
- 3.3 This Agreement will cover approximately 2200 Officers as at the date of registration.

4. Area and Scope of Agreement

- 4.1 This Agreement applies throughout the State of Western Australia to Officers employed by the Department in the Classifications contained in Schedule A – Annualised Salaries.

5. Term of Agreement

- 5.1 This Agreement shall operate from the date of registration and will remain in force until 10 June 2018 or a replacement Industrial Agreement is registered.
- 5.2 The parties to this Agreement will commence negotiations for a replacement Industrial Agreement at least six months prior to 10 June 2018.

6. Relationship with Legislation, Awards and other Agreements

- 6.1 This Agreement cancels and replaces the *Department of Corrective Services Prison Officers' Enterprise Agreement 2013*.
- 6.2 This Agreement is a comprehensive Agreement consolidating all relevant Award terms and is intended to replace in full the *Prison Officer's Award*. Notwithstanding this intention, if there is any inconsistency between this Agreement and the *Prison Officer's Award*, the terms of this Agreement will prevail.
- 6.3 This Agreement replaces all other registered Industrial Agreements and unregistered agreements between the parties on matters contained in this Agreement.
- 6.4 This Agreement will be read in conjunction with the relevant legislation and associated regulations.

7. Definitions

Academy means the Corrective Services Academy.

Afternoon Shift means a shift commencing at or after 12 noon.

Agreed Staffing Levels means the number of Officers agreed by the parties required to fill all permanent positions within a Prison.

Agreement means the *Department of Corrective Services Prison Officers' Industrial Agreement 2016*.

Annualised Salary means the salary rate that applies to each Classification as set out in Schedule A – Annualised Salaries. The Annualised Salary for Officers working shift work shall include the Monday to Friday rate for the Classification and a component in lieu of shift penalty payments, Public Holidays and accrued days off.

Annual Leave Letter means the letter issued by the Department to an Officer in accordance with clauses 79 – Annual Leave Roster and 80 – Annual Procedures for Transfers and Promotions.

Classification means the Classifications set out in Schedule A – Annualised Salaries.

Contracted Service Provider A person or group who has entered into a contract under section 18 of the *Court Security and Custodial Services Act 1999* (WA) to provide services as described in section 15 of the same Act.

Day Shift means a shift commencing after 6 am and before 12 noon.

Declared Major Emergency means an emergency other than a Natural Disaster declared to be a major emergency by the Commissioner of Corrective Services.

De facto Relationship means a relationship (other than a legal marriage) between two persons who live together in a marriage-like relationship as defined under the *Interpretation Act 1984* (WA).

Department means the Department of Corrective Services.

Dependent in relation to an Officer means a Partner (or where there is no Partner, a child or any other relative) who resides with the Officer and who relies on the Officer for their main financial support.

Elected Representative means an Officer appointed as an Elected Representative in accordance with the rules of the Union and whose name has been advised in writing to the Department.

Eligible Casual Officer means a casual Officer who is an eligible casual employee for the purposes of Division 6 – Parental Leave of the *Minimum Conditions of Employment Act 1993* (WA).

ELTP means the entry level training program for Prison Officers consisting of the core components of the Certificate III in Correctional Practice.

Fortnightly Annualised Rate of Pay means the fortnightly rate of pay calculated in accordance with clause 31 – Rate of Pay.

Full Time Training means a non-residential training course which requires an Officer to be absent from their normal rostered duties for a full shift or more but does not include training arising from a performance review or disciplinary proceeding.

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

Headquarters means the place in which the principal work of an Officer is carried out as defined by the Department. The Headquarters for an Officer allocated to the Special Operations Group is Hakea Prison.

Hourly Annualised Rate of Pay means the hourly rate of pay calculated in accordance with clause 31 – Rate of Pay.

LCC means a Local Consultative Committee constituted in accordance with clause 169 – Consultative Committees.

Leave Year means 1 July to 30 June for the purposes of all forms of leave.

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

Local Union Branch means a branch of the Union formally approved under its rules.

Locality within the Metropolitan Area means that area as defined in Schedule 3 of the *Planning and Development Act 2005* (WA); and outside the Metropolitan Area means that area within a radius of 50 kilometres from an Officer's Headquarters when he or she is employed outside of the Metropolitan Area.

Metropolitan Area means that area as defined in Schedule 3 of the *Planning and Development Act 2005* (WA).

Metropolitan Prison includes Bandyup Women's Prison, Boronia Pre-Release Centre, Casuarina Prison, Hakea Prison, Karnet Prison Farm, and Wooroloo Prison.

Minister means the Western Australian Minister for Corrective Services.

Natural Disaster means a disaster such as a flood or cyclone declared to be a Natural Disaster by the Commissioner of Corrective Services.

Night Shift means a shift commencing at or after 6pm.

Northern Prison means a Prison located north of 26 degrees south latitude.

Officer means an employee employed by the Department in a Classification contained in Schedule A – Annualised Salaries and includes employees engaged on a permanent, probationary, casual or fixed-term basis.

Officer in Training means an Officer completing a probationary period.

Officer in Charge means a Prison Officer who is in charge of a Prison at the relevant time.

Ordinary Annual Leave means the minimum entitlement to Annual Leave related to ordinary time worked.

Overtime means:

- (a) in the case of Officers employed on a part time basis, all work performed at the direction of the Department in excess of the Officer's ordinary hours of work if notification to work the additional hours has not been given to the Officer more than 48 hours before the commencement of the shift, or where the additional hours exceed 120 hours per three week Roster Cycle.
- (b) in the case of an Officer employed in the Classification Prison Officer (Work Camps), work performed by the Officer at the direction of the Department during a period in which the Officer is on Standby.
- (c) in the case of all other Officers, all work performed by an Officer at the direction of the Department in excess of the Officer's rostered hours of work.

Partner means a person related to the Officer by marriage or by means of a De facto Relationship.

Pay Close Off Day means the Friday immediately following a Pay Day or where a Public Holiday falls on the Friday then the Pay Day.

Pay Day means the last day of the Pay Period.

Pay Period means a 14-day period starting on a Friday and ending on a Thursday.

PCC means the Prisons Consultative Committee constituted in accordance with clause 170 – Membership of Consultative Committees.

Prison means any building, enclosure or place declared as a Prison by the Minister in accordance with sections 4 and 5 of the *Prisons Act 1981* (WA) where the Department requires Officers to be posted.

Prison Service means the management, control and security of Prisons and the custody and welfare of prisoners at the Prisons in accordance with the *Prisons Act 1981* (WA).

Public Holiday means a day specified in clause 132 – Public Holidays.

Public Sector Body means an agency, ministerial office or non-SES organisation for the purposes of the *Public Sector Management Act 1994* (WA).

Regional Prison includes Bunbury Regional Prison, Roebourne Regional Prison, Eastern Goldfields Regional Prison, West Kimberley Regional Prison, Broome Regional Prison, Greenough Regional Prison, Albany Regional Prison, and Pardelup Prison Farm.

Repay Agreement means an arrangement pursuant to clause 81 – Single Days Annual Leave whereby an Officer works an extra shift without payment instead of having a single annual leave day deducted from their accrued annual leave balance.

Repay Day means an extra shift an Officer works without payment in accordance with a Repay Agreement instead of having a single annual leave day deducted from their accrued annual leave balance.

Residence means any accommodation of a kind commonly known as a flat or a home unit that is, or is intended to be, a separate tenement including dwelling house, and the surrounding land, exclusive of any other commercial property as would represent a normal urban block of land for the particular Locality.

Residential Training means a Residential Training course which requires an Officer to be absent from their normal rostered duties for a full shift or more, but does not include training arising from a performance review or disciplinary proceeding.

Roster means a printed representation, created with the Department's approved electronic rostering solution, of the positions required to be staffed to facilitate the operations of a Prison.

Roster Period will consist of an identified six week period comprising two distinct three week parts or three distinct two week parts depending on the Roster cycle.

Roster Cycle successive 14- or 21-day sequences to allow for the accurate calculation and reconciliation of hours rostered.

Senior Officer General Position means a position which requires the occupant to have successfully completed the ELTP and the Senior Officer Promotional Process.

Senior Officer Specific Position means a position which does not require the occupant to have successfully completed the ELTP and the Department's Senior Officer Promotional Process.

Service Area means an area of discrete service provision provided by uniformed Officers and does not include a Prison or a Work Camp.

Shift Swap is a cost neutral 'exchanging' of a designated shift between two Officers of the same rank to facilitate work/life balance and family responsibilities. Shift swaps are the preferred mode of Officer initiated Roster changes, and may only occur in accordance with clause 29 – Shift Swaps.

Southern Prison means a Prison located south of 26 degrees south latitude.

Special Temporary Employment means employment of an intermittent nature for a limited specified period undertaken by an Officer while the Officer is on Unpaid Maternity Leave.

Staffing Agreement means the *Memorandum of Agreement, State Wide 'Baseline' Staffing Agreement* (dated 16 August 2013) arising from WAIRC application C49 of 2012.

Standby means the period during which an Officer employed in a Work Camp Officer Classification is instructed to remain at the Officer's place of employment outside the Officer's rostered hours of duty, and to perform certain designated tasks periodically or on an ad hoc basis.

State Wage Cases means determinations handed down by the WAIRC in relation to the annual State Wage order as prescribed under section 50A of the *Industrial Relations Act 1979* (WA).

Status Quo means the working practices, procedures or conditions in place immediately prior to the event that led to the Dispute Management Procedure in clause 174 – Dispute Resolution Procedure being commenced.

Superintendent means the Superintendent who is at the relevant time designated under section 36 of the *Prisons Act 1981* (WA) to be in charge of a Prison.

Time in lieu means a period of time (to be taken at a time agreed between the Officer and the Department) during which an Officer may be absent from work without loss of pay because the Officer was entitled but was unable to cease duty early in accordance with clause 19 – Meal Breaks.

Transfer means the movement of an Officer from one Prison, Work Camp or Service Area to another Prison, Work Camp or Service Area at the same or lesser Classification in accordance with this Agreement.

Transfer List is a list of Officers who have expressed an interest for a voluntary Transfer to another Prison or Work Camp.

Union means the Western Australian Prison Officers' Union of Workers.

WAIRC means the Western Australian Industrial Relations Commission.

Work Camp means an external facility, aligned with a Prison which confines prisoners in a location to facilitate prisoners being provided with the opportunity for work in the community.

8. No Further Claims

8.1 The parties to this Agreement recognise that the wage increases provided in this Agreement are in full and final settlement of:

- (a) productivity improvements up to the date of commencement of the Agreement; and
- (b) all claims as from the date of registration.

8.2 This includes salary adjustments arising out of State Wage Cases. Such increases are to be absorbed in the salaries set out in the Agreement.

8.3 The parties to this Agreement undertake that, for the term of the Agreement, there will be no further claims on matters contained in the Agreement except where specifically provided for in this Agreement.

9. Principles and Aims of Agreement

9.1 The following principles will govern the relationship between the parties in their management of the aims outlined in subclause 9.2:

- (a) The parties accept and acknowledge the structure, responsibilities and accountabilities of each other;
- (b) A free exchange of relevant information and ideas will prevail at all times;
- (c) The parties commit to creating a safe workplace;
- (d) It is the duty of all parties to promote the development of trust and motivation within the Prison Service;
- (e) Honesty and mutual respect will prevail at all times;
- (f) There will be opportunities for involvement by Officers through the appropriate structures in matters which affect them;
- (g) Every Officer will be treated fairly and equitably in an environment that fosters communication, involvement and teamwork;
- (h) The parties recognise the importance of monitoring the effectiveness of this Agreement and will consult each other on its operation as necessary; and
- (i) The parties recognise the need to build workplace arrangements that contribute towards the long-term viability and success of the Prison Service.

9.2 The aims of this Agreement are to:

- (a) Maximise the efficiency and security of the Prison Service for its benefit and that of Officers and the community;
- (b) Maximise the quality of services to fully meet the community's requirements; and
- (c) Develop and maintain the most productive, co-operative and harmonious working relationship possible.

9.3 The parties recognise that to fully achieve these aims it is necessary to develop a working environment in which all Officers have a strong commitment to, and common identity with, the Prison Service and its performance. Within the context of team structures, Officers should be motivated, empowered and have the skills, knowledge and competence to achieve with appropriate support and encouragement from within and outside the team.

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Part B – Employment Categories and Conditions

10. Types of Employment

10.1 Officers may be engaged:

- (a) as full time or part time on a probationary, permanent, or fixed-term basis; or
- (b) on a casual basis.

10.2 The basis, duration and agreed ordinary hours of work of an Officer's employment will be confirmed in writing.

11. Part Time Employment

11.1 An Officer engaged on a part time basis is an Officer engaged for less than 40 hours per week, 80 hours per fortnight, or 120 hours per three weeks.

11.2 The agreed ordinary hours of work of an Officer engaged on a part time basis may be varied in writing by agreement between the Officer and the Department.

11.3 Officers engaged on a part time basis will receive the same ELTP and ongoing skills maintenance as Officers engaged on a full time basis.

11A. Job Share

11A.1 The Department may agree to a job share arrangement where a full time position is shared between two Officers.

11A.2 The Department and Officers will enter into a written agreement specifying operating conditions for the job share.

11A.3 The Department may terminate the job share arrangement by giving four weeks' notice if any of the following events occur:

- (a) the employment of one of the Officers involved in the job share arrangement is terminated by the Department or the Officer; or
- (b) the arrangement is no longer consistent with operational requirements.

If this occurs, the affected Officer/s may seek, with the aid of the Department, an equivalent job share arrangement or, in the absence of such an arrangement being available, revert to a full time position at the Officer's current Prison, Work Camp or Service Area.

11A.4 Arrangements for job sharing shall be in accordance with departmental policy which the Department shall develop in consultation with the Union.

12. Fixed-Term Employment

12.1 The Department may use fixed-term employment to address peaks and troughs in workload except where this negatively impacts full time or permanent employment.

12.2 An Officer may be engaged on a fixed-term basis for:

- (a) a term of not more than 12 months unless a longer period is agreed by the Union and the Department;
- (b) a specified project; or
- (c) to replace an Officer on parental leave;

on either a full time or part time basis, provided that the engagement of Officers on a fixed-term basis does not negatively impact on Officers employed on a permanent basis.

12.3 The Department may terminate the employment of an Officer who is engaged for a fixed-term before that period has expired. Except in the case of conduct justifying summary dismissal, the Department must provide the Officer with notice in accordance with sub-clause 15.3 and, if relevant, sub-clause 15.4.

12.4 Officers engaged for a fixed-term will not undergo ELTP, but will receive an appropriate training program that ensures the safety and security of employees and prisoners.

13. Casual Employment

13.1 The use of Officers engaged on a casual basis, when agreed with the Union, will be to meet unplanned workloads or short notice work peaks/employee absences to maintain the efficiency of the Department's operations. Officers engaged on a casual basis will only be used to provide short term relief for non-Roster positions.

13.2 A permanent full time workforce is the Department's preferred mode of employment. The engagement of Officers on a casual basis is not to reduce the entitlements of employees, nor is it the Department's intention to casualise a significant part of its workforce. Casual Officers will not replace any permanent positions.

13.3 An Officer engaged on a casual basis may be employed to perform the following duties: hospital guard duty or relief; funeral escorts; security for building projects; or in any other situation as agreed between the Union and the Department.

13.4 An Officer engaged on a casual basis will not undergo ELTP, but will receive an appropriate training program that ensures the safety and security of employees and prisoners.

14. Officers in Training

14.1 Officers in training will be engaged on a probationary basis.

14.2 While a Trainee Prison Officer is undergoing ELTP at the Academy:

(a) Subject to clause 164 – Vocational Support Officer Training – Full Disciplinary Officer Training, the Officer shall be paid at the rate of pay of the Classification Trainee Prison Officer unless, because of prior experience and/or qualifications, the Department determines to pay the Officer at a higher rate of pay.

(b) The Officer's ordinary hours of work shall be 38 hours per week and the Officer shall not be required to perform Overtime.

(c) If the Officer performs any work placement, the Officer will be paid the following shift loadings:

(i) 15% for weekday Afternoon Shifts and weekday Night Shifts;

(ii) 50% for any hours on a Saturday; and

(iii) 75% for any hours on a Sunday.

(d) The Officer will be entitled to applicable allowances and leave on a pro rata basis.

14.3 If the Officer in Training successfully completes ELTP, the Officer's ordinary hours of work shall be the same as an Officer employed on a full time basis, and the Officer will be paid at the annualised rate of pay for the Classification of Prison Officer 1st Year for the balance of the Officer's probationary period unless paid in accordance with sub-clause 14.2(a).

15. Termination of Employment

15.1 Written notice of resignation must be provided as follows:

- (a) one hour prior to the end of the day's engagement in the case of casual Officers;
- (b) two weeks in the case of Officers employed on a probationary basis;
- (c) four weeks in the case of all other Officers; or
- (d) the period specified in the Officer's contract of service.

15.2 Unless agreement is reached between the Officer and the Department for a shorter period of notice, the Department may withhold monies due to an Officer who fails to give the required notice prescribed under sub-clause 15.1. The maximum amount that may be withheld will be equivalent to the salary that would have been earned if the required period of notice had been provided.

15.3 If the Department terminates the employment of an Officer for any reason, other than misconduct, the Department will give the Officer the following written notice:

- (a) one hour prior to the end of the day's engagement in the case of casual Officers;
- (b) two weeks in the case of Officers employed on a probationary basis;
- (c) four weeks in the case of all other Officers; or
- (d) the period specified in the Officer's contract of service.

15.4 An Officer who at the time of being given notice is over 45 years of age and who at the date of termination has completed two years' continuous service with the Department will be entitled to one week's notice in addition to the notice prescribed in sub-clause 15.3.

15.5 The Department may provide an Officer with payment in lieu of notice.

15.6 Accrued Time in lieu shall be paid to an Officer on termination of employment.

16. Re-Engagement in Employment

16.1 Where an Officer is re-engaged in employment the Department has the discretion to:

- (a) exempt the Officer from all or part of the ELTP; and/or
- (b) appoint the Officer to a point within the range for the Classification of Prison Officer above the minimum which takes into consideration the Officer's previous relevant service.

17. Health and Wellness

17.1 If the Department has reason to believe that an Officer is in such a state of health as to render a danger to themselves, fellow employees or the public, the Officer may be required to obtain and furnish a report as to the Officer's condition from a registered medical practitioner nominated by the Department. The fee for any such examination will be paid by the Department.

17.2 The Department will provide the Officer with written reason(s) why such action is to be taken.

18. Hours of Duty

18.1 The ordinary hours of work for Officers engaged on a full time basis will be 40 hours per week, 80 hours per fortnight or 120 hours per three weeks unless otherwise agreed by the Union and the Department.

18.2 The ordinary hours of work for Officers engaged on a casual basis will be as agreed with the Officer up to a maximum of 40 hours per week.

- 18.3 The ordinary hours of work for Officers engaged on a part time basis will be as agreed with the Officer and less than 40 hours per week, 80 hours per fortnight or 120 hours per three weeks.
- 18.4 The ordinary hours of work of Officers undertaking ELTP will be 38 hours per week based on 7.6 hours per day.
- 18.5 The ordinary hours of work for Officers employed in Work Camp Classifications shall be 120 hours per three weeks rostered in accordance with the duty Roster developed for each particular Work Camp by the Department in consultation with the Local Union Branch.
- 18.6 Ordinary hours of work shall be worked in continuous shifts of eight hours, ten hours or 12 hours, except for Officers engaged on a casual basis or at Work Camps when the shifts will be worked in shifts of such duration approved by the Department.
- 18.7 The Union agrees to enter into negotiations at the request of the Department to vary shift lengths to enable a more efficient and effective deployment of staff suitable to operational requirements without adverse impact on the Officers bound by this Agreement.
- 18.8 An Officer engaged on a part time or casual basis shall not be rostered to work for less than three consecutive hours per shift.
- 18.9 An Officer employed in a Work Camp Classification may be required to remain at the Work Camp outside the Officer's rostered hours of work. During this period the Officer shall be on Standby and be available to perform certain designated tasks periodically or on an ad hoc basis.
- 18.10 The time spent by an Officer employed in a Work Camp Classification outside their rostered hours of work travelling from their base Prison to the Work Camp at the beginning of a Roster Period, and the return to their base Prison at the end of the Officer's rostered duty at the Work Camp will be considered part of that Officer's rostered duty.
- 18.11 Where an Officer is engaged at a Prison, their hours of duty commence and cease when the Officer reports to the front gate of the Prison.
- 18.12 The handover time existing as at 1 September 1985 between Officers for the purpose of effecting the customary rotation of shifts shall be conducted in an Officer's own time without payment in addition to the Officer's Annualised Salary.
- 19. Meal Breaks**
- 19.1 An Officer is entitled to one paid 30 minute meal break for each shift which is longer than 5.5 hours but less than 12 hours. Officers working 12 hour shifts shall be allowed two 30 minute paid meal breaks during the 12 hour shift.
- 19.2 The meal break will commence no earlier than three hours and no later than 5.5 hours from the Officer commencing work.
- 19.3 During the meal break Officers other than those on duty shall be on call. Officers on guard duty shall remain on duty at their posts during such meal breaks.
- 19.4 If an Officer is required for duty during the meal break and the meal break is delayed beyond 5.5 hours following commencement of work, the Officer shall be permitted by the Officer in Charge to cease duty 30 minutes before the conclusion of his or her rostered shift. If this is not possible due to operational requirements, the Officer may take the 30 minutes as Time in lieu at a time agreed between the Officer and the Department.
- 19.5 An Officer who is designated to supervise prisoners or remain at their work area during their paid meal break may consume an ordered meal without charge.

20. Requirement to Perform Overtime

- 20.1 Subject to clause 22 – Overtime between Rostered Shifts, all Officers, other than those employed on a part time basis or undertaking ELTP, are required to work reasonable Overtime in addition to their ordinary hours of work.
- 20.2 Officers employed on a part time basis or undertaking ELTP shall not be required to perform Overtime but may volunteer to perform Overtime.
- 20.3 Officers required to perform Overtime may be given advance or immediate notice to report for, return to, or remain on duty to perform Overtime.
- 20.4 If an Officer of the same Classification as the role to be filled in Overtime is not available, then any available Officer may be required to perform the Overtime.
- 20.5 An Officer required to return to duty to perform Overtime shall be paid for a minimum period of three hours Overtime.
- 20.6 Where an Officer is required to return to duty to perform Overtime more than once, each duty period will stand alone in respect to the application of the minimum payment of three hours; except where the second or subsequent return to duty occurs within three hours of commencement of the most recent return to duty.
- 20.7 Neither the Union nor an Officer shall in any way whether directly or indirectly be a party to, or be concerned with, any ban, limitation, or restriction on the working of Overtime in accordance with this Agreement.

21. Rate of Pay for Overtime

- 21.1 An Officer who is required to perform Overtime, other than in accordance with sub-clauses 21.3, 21.4 and 21.5, shall be paid at the rate of time and a half the Officer's Hourly Annualised Rate of Pay for all Overtime hours worked.
- 21.2 An Officer engaged on part time basis shall be paid at the Officer's Hourly Annualised Rate of Pay for all work performed at the direction of the Department in excess of the Officer's ordinary hours of work up to maximum of 40 hours per week, provided notification to work the additional hours was provided at least 48 hours before commencement of the additional hours of work. If notification to work the additional hours has not been given to the Officer more than 48 hours before the commencement of the shift, or where the additional hours exceed 120 hours per three week Roster cycle, the Officer shall be paid at the rate of time and a half the Officer's Hourly Annualised Rate of Pay for all Overtime hours worked.
- 21.3 An Officer who is required to perform Overtime on a Declared Major Emergency shall be paid at the rate of double time based on the Officer's Hourly Annualised Rate of Pay for all Overtime hours worked.
- 21.4 An Officer who is required to perform Overtime as a result of an emergency caused by a Natural Disaster (where a Yellow Alert has been declared and the Department is satisfied that the Prison is in a state of readiness) shall be paid at the rate of double time his or her annualised hourly rate of pay for all Overtime hours worked until relieved from duty. The ordinary Roster shall be cancelled in such circumstances.
- 21.5 Where an Officer is required to perform Overtime to:
- (a) perform; or
 - (b) replace the duty Officer performing;
- a medical/hospital escort because the Contracted Service Provider is unable to provide relief as required under the Department's Policy Directive and Contract Exclusions for Prisoners Escorts, the Officer shall be paid at the rate of double the Officer's Hourly Annualised Rate of Pay per hour for Overtime hours worked performing the medical/hospital escort.
- 21.6 All Overtime will be paid on a pro rata basis for each 15 minutes of Overtime worked.

22. Overtime between Rostered Shifts

- 22.1 Subject to subclause 22.2, an Officer required to work a 12 hour shift shall be entitled to 12 hours off duty between successive shifts.
- 22.2 In an extreme emergency, an Officer who works a 12 hour shift may be required to perform 2 hours Overtime, requiring at least 10 hours off duty before returning to work.
- 22.3 All other Officers required to perform Overtime shall be entitled to have at least 10 hours off duty between the hours of successive rostered shifts.
- 22.4 (a) An Officer who has not had at least 10 hours off duty before their next rostered shift is due to commence shall, without loss of pay for ordinary hours of work for which they are absent, not be required to commence the shift until the Officer has had 10 hours off duty.
- (b) If the Officer resumes or continues work on the instruction of the Department without 10 successive hours off duty, the Officer shall be granted time off in lieu for the hours worked until the Officer has had 10 consecutive hours off duty without loss of pay for ordinary hours of work for which they are absent.
- 22.5 Subclauses 22.2 and 22.4 are to be read in conjunction with the Department of Corrective Services Fatigue Management Guidelines, as amended from time to time.
- 22.6 This clause does not apply to Officers employed in Work Camp Classifications.

23. Restrictions on Overtime

- 23.1 Overtime will not be available in the following circumstances:
- (a) after a period of Personal Leave for Illness and Injury until the Officer has completed an ordinary rostered shift;
- (b) after a period of Personal Leave where the prescribed application form and required evidence has not been provided to the nominated authority at the Officer's Headquarters;
- (c) where an Officer has taken a single day's Annual Leave as a Repay Day under a Repay Agreement but is yet to commit to an alternative work date;
- (d) when an Officer is undergoing a period of rehabilitation or is subject to a return to work program; or
- (e) when an Officer as a result of secondment becomes bound by a different award or industrial agreement.
- 23.2 An Officer working a training Roster will not be permitted to work Overtime on a day that interrupts their attendance at or active participation on the course.
- 23.3 Officers in a job share arrangement will have access to Overtime on a pro rata basis, which shall not exceed 52.5% of their ordinary hours of work.
- 23.4 No Officer, other than an Officer employed in a Work Camp Classification, shall work more than a total of 16 continuous hours except in a Declared Major Emergency or Natural Disaster.

24. Overtime not at an Officer's Headquarters

- 24.1 An Officer who wishes to volunteer to perform Overtime at a work location other than their own Headquarters must inform their Superintendent. The Superintendent may direct the Officer to perform Overtime at the Officer's own Headquarters as an alternative to performing Overtime at the alternate work location up to 36 hours before the Officer was due to commence the Overtime. If the Superintendent does not direct the Officer to perform Overtime at the Officer's own Headquarters, the Officer may work Overtime at the alternate work location.

- 24.2 When an Officer has volunteered to work Overtime at a place other than the Officer's Headquarters, the time spent travelling to and from that place will not form part of the time worked.
- 24.3 When an Officer is directed to work Overtime at a place other than the Officer's Headquarters and:
- (a) this is not part of the Officer's normal duties;
 - (b) the time spent in travelling to and from that place is in excess of the time which the Officer would ordinarily spend in travelling to and from the Officer's Headquarters; and
 - (c) such travel is undertaken on the same day as the Overtime is worked;
- then such excess time will be deemed to form part of the time worked.

25. Development of Roster

- 25.1 All positions required to be filled by Officers to fulfil the operational requirements of a Prison on any given day shall be identified on the Roster for that Prison.
- 25.2 All Officers attached to a Prison whether on duty or absent due to (but not limited to) sickness, workers' compensation, extended leave absences, or secondment, should be listed on the Roster. The only Roster lines without an Officer's name should be those where the actual position is vacant.
- 25.3 It is intended that all Roster lines are filled, or part thereof subject to current approved staffing levels, current absences, and unforeseen circumstances. Long term absences such as sickness, workers' compensation or other extended leave absences should not be filled by Overtime as a first option.
- 25.4 Where considered appropriate by the Department for the effective and efficient deployment of staff, Officers will be rotated through all functional areas and not unreasonably remain in one work location after they have performed' the last allocated Roster line for that work location.
- 25.5 The parties acknowledge that maintenance of Officer competencies and skills is imperative to ensure effective resources allocation and efficient day to day operations.
- 25.6 Any excess Officers on a particular day should be allocated to offset any staffing shortfalls.
- 25.7 Rosters shall provide for at least eight hours between the ceasing of one shift and the commencement of the next shift except in the case of:
- (a) Officers working 12 hour shifts where the break shall be 12 hours; or
 - (b) Officers employed in Work Camp Classifications who may be required to remain at the Work Camp outside of their rostered hours of work and who may be required to work during this period.
- 25.8 Officers employed on shift work shall be rostered in such a manner that Afternoon Shifts, Night Shifts and weekend shifts are divided equally between such Officers where practicable.

26. Roster Cycles

- 26.1 Each Roster Period will run for six weeks and shall consist of two or three week Roster Cycles as follows:
- (a) Two week Roster Cycles are to be used for Rosters consisting of eight hour shifts and, where relevant, Rosters consisting of ten hour alternate weekends.
 - (b) Three week Roster Cycles are to be used for Rosters consisting of ten or 12 hour shifts.
 - (c) By Agreement with the Union, three week Roster Cycles may be used for Rosters where there exists an operational requirement to combine shifts of unequal length.
- 26.2 Roster Cycles will run independently of each other.

27. Roster Posting

- 27.1 The Roster shall be developed in consultation with the Union. It is accepted by the parties that the Superintendent is ultimately responsible for the day to day management and safety of a Prison.
- 27.2 Rosters will be posted following agreement between the Union and the Department and such agreement will not be unreasonably withheld by either party
- 27.3 Unless otherwise agreed, the Roster will be posted at an agreed location within the Prison before close of business on a Pay Day to cover the upcoming Roster Period, and shall only be changed in accordance with this Agreement. At any one point in time, there will be posted a maximum of two Rosters covering 12 weeks and a minimum of one Roster covering six weeks.

28. Roster Alterations

- 28.1 The Department, after taking into consideration the Staffing Agreement or in the absence of the Staffing Agreement any local staffing agreement, shall determine the best mix of staff positions to implement the services for the operational day cognisant of maximising flexibility and efficiency.
- 28.2 An Officer's actual rostered duty as per their Roster line allocation may be altered by the Department on the day of duty, in accordance with the operational needs of the Prison and in line with service delivery. An Officer may be required to temporarily change work location within the Prison for that day. Any change of duties under this clause shall not require a change of hours.
- 28.3 An Officer's rostered hours of duty within the current operating Roster Cycle may be changed due to circumstances that were unforeseen when the Roster was posted providing 36 hours' notice of change is given. No Officer shall be compelled to work different ordinary hours to those shown on the Roster within the 36 hour notification period.
- 28.4 Officers may swap shifts or days off or perform duty for other Officers subject to first obtaining the approval of the Superintendent.
- 28.5 An Officer must have at least 24 hours break after any period of seven consecutive 12 hour shifts, including approved Shift Swaps and Overtime initiated by the Officer or Department.

29. Shift Swaps

- 29.1 A Shift Swap may only occur in accordance with this clause.
- 29.2 Prior to submitting an application for a Shift Swap, the Officer must give due consideration to operational commitments or procedural responsibilities that may be impacted by his or her absence.
- 29.3 Where possible, Shift Swaps should be with an Officer of the same unit to ensure continuity for case management purposes.
- 29.4 The shifts exchanged must be of the same duration.
- 29.5 A Shift Swap request must be made using the approved form and lodged in time for the Department to consider the request and if approved authorise it no later than 48 hours prior to the commencement of the nominated shift.
- 29.6 A Shift Swap will not be approved:
- (a) retrospectively, except where the Department was notified of an urgent, pressing need prior to the scheduled commencement of the first of the shifts being swapped; or
 - (b) if it does not comply with the provisions of this Agreement, including but not limited to:
 - (i) where it will breach the requirements regarding breaks between shifts;
 - (ii) where it will result in an Officer rostered to work Day Shift swapping more than two Night Shifts in any seven consecutive days;

- (iii) where it will result in an Officer already rostered to work Night Shift working more than four consecutive nights;
- (iv) where it will result in an Officer already rostered to work Night Shift working more than four Night Shifts in any seven consecutive days; and/or
- (v) where it appears, from a trend of previous Shift Swaps, that Officers are avoiding certain duties that will result in an atrophying of skills in any area of Officer work (e.g. Officers changing shifts and not having prisoner contact).

29.7 A Shift Swap can occur between Roster Cycles that form the six week Roster Period, but not outside of a six week Roster Period unless approved by the Department.

30. 12 Hour Shift Guidelines

30.1 The following guidelines apply to 12 hour shifts:

- (a) a maximum of two consecutive 12 hour Night Shifts may be rostered, unless the Union and the Department agree in writing to additional consecutive 12 hour Night Shifts being rostered;
- (b) where possible, Rosters should be made up of groups of two or three shifts followed by days off (i.e. short rotation). A maximum of four consecutive shifts will be rostered;
- (c) Day Shifts should precede Night Shifts (e.g. D.N.N. D.D.N);
- (d) 12 hour shifts should not start earlier than 6.00 am and there should be flexibility on shift changes;
- (e) Officers working 12 hour shifts should on average have two free weekends each month;
- (f) nutritional food and drinks are to be available during 12 hour shifts;
- (g) training should be provided to supervisors to increase awareness of the special requirements related to 12 hour shifts;
- (h) appropriate information should be provided to Officers regarding the effect of medication, drugs, rest and fatigue when performing 12 hour shifts;
- (i) Rosters involving 12 hour shifts must be compatible with unit management, continuity needs, and security and operational requirements;
- (j) Officers who do not wish to work 12 hour shifts should be given the option to work eight hour shifts (if it is possible to run such a Roster at the Prison), or an agreed Transfer to another Prison;
- (k) employee facilities should be made available at all Prisons where 12 hour shifts are worked; and
- (l) where a total rate is used, individual component parts of penalties, allowances, and base rates, etc. should be identified.

Part C – Remuneration and Payment Arrangements

31. Rate of Pay

31.1 The Annualised Salary for each Classification, including annual increments and agreed wage adjustments, is prescribed in Schedule A – Annualised Salaries.

31.2 Schedule A – Annualised Salaries includes the following wage adjustments:

(a) 1.5% effective from the first Pay Period commencing on or after 11 June 2016; and

(b) 1.5% effective from the first Pay Period commencing on or after 11 June 2017.

31.3 The Annualised Salary for Officers working Monday to Friday only incorporates payment for ordinary hours of work.

31.4 The Annualised Salary for Officers working shift work incorporates the Monday to Friday rate for the Classification and a component in lieu of shift penalty payments, Public Holidays and Accrued Days Off. Where a total rate is used, individual component parts of penalties, allowances, and base rates should be identified.

31.5 The Fortnightly Annualised Rate of Pay for all Classifications shall be calculated as follows:

$$\frac{\text{Number of ordinary hours the Officer works within his or her Roster Cycle}}{\text{Maximum number of ordinary hours in his or her Roster Cycle}} \times \frac{\text{Annualised Salary}}{1} \times \frac{12}{313}$$

31.6 The Hourly Annualised Rate of Pay for all Classifications shall be calculated as follows:

$$\frac{1}{80 \text{ (76 for a trainee)}} \times \frac{\text{Annualised Salary}}{1} \times \frac{12}{313}$$

31.7 An Officer employed on a casual basis will be paid the Hourly Annualised Rate of Pay applicable to the Prison Officer (Shifts) 1st year Classification plus a loading of 20% in lieu of annual and personal leave.

32. Payment Arrangements – General

32.1 All payments to Officers will be paid to an approved financial institution.

32.2 Officers will be paid the applicable Fortnightly Annualised Rate of Pay for which the Officer is eligible no later than the close of business on each Pay Day.

32.3 Overtime will be paid no later than the Pay Period following the Pay Period in which the Overtime was worked.

33. Payment Arrangements – Allowances

33.1 Allowances shall not be added to the Annualised Salary to calculate other allowances or Overtime.

33.2 All allowances (with the exception of property allowance, transfer allowance and removal allowance) will be paid no later than the Pay Period following the Pay Close Off Day after which the completed claim is received by Prison administration.

33.3 Payments in relation to property allowance, transfer allowance and removal allowance will be made within one month of the completed claim being received by Prison administration.

33.4 Except as follows, no allowance shall be paid while an Officer is absent from work whether on leave or otherwise:

- (a) The CABA allowance and Special Operations Group (SOG) allowance will continue to be paid while an Officer is on paid Ordinary Annual Leave, paid bereavement leave or paid personal leave not exceeding three consecutive weeks.
- (b) An Officer acting in a senior officer classification will continue to be paid the higher duties allowance while on Ordinary Annual Leave if the Officer has been in receipt of the higher duties allowance for the greater proportion of the calendar month prior to taking the leave.
- (c) Relieving allowance and travelling allowance will continue to be paid while an Officer is on approved personal leave if the Officer continues to incur accommodation, meal and incidental expenses.
- (d) District allowance will continue to be paid while the Officer is on:
 - (i) paid annual leave; and
 - (ii) other approved paid leave while the Officer and the Officer's dependent/s remain in the district in which the Officer's Headquarters are situated.

33.5 If an Officer applies, the Department will pay the Officer an advance payment of 90% of the approved expenses associated with a Transfer or secondment in accordance with the relevant departmental policy and/or procedure.

34. Salary Packaging

34.1 An Officer may, by agreement with the Department, enter into a salary packaging arrangement whereby the entitlements under this Agreement contributing to the Total Employment Cost (TEC) of the Officer can be reduced by or substituted with other benefits. Such agreement shall not unreasonably be withheld by the Department.

34.2 The TEC of an Officer for the purposes of this clause is the total cost of:

- (a) Base Salary;
- (b) other cash allowances (e.g. annual leave loading);
- (c) non cash benefits (e.g. non Superannuation Guarantee Charge (SGC), motor vehicles);
- (d) any Fringe Benefit Tax liabilities currently paid; and
- (e) any variable components (e.g. performance based incentives where they exist).

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

34.4 The salary packaging arrangement must be cost neutral in relation to the total cost to the Department.

34.5 The salary packaging arrangement must comply with relevant taxation laws and the Department will not be liable for additional tax, penalties or other costs payable or which may become payable by the Officer.

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

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

35. Payment Errors

35.1 The parties agree that Officers should inform the Department's Payroll Branch of any suspected payment error as soon as practicable after the error is identified.

- 35.2 Underpayments of the Fortnightly Annualised rate of pay will be corrected in the next available ad hoc payment, provided that the Officer informs the Department's Payroll Branch of the error by the close of business on the Tuesday prior to Pay Day. Other underpayments will be corrected in the following Pay Period.
- 35.3 Where an Officer proves that they have incurred financial cost (such as overdraft fees, dishonoured cheque fees or dishonour fees in relation to routine deductions from the bank account into which the Officer is paid) as a direct result of an underpayment of their ordinary salary, the Department shall reimburse the Officer those financial costs in the next Pay Period.
- 35.4 Where an Officer is overpaid, the Department (after informing the Officer of their intention to recoup the overpayment) is entitled to adjust subsequent payments to the Officer as follows:
- (a) One-off overpayments may be deducted by the Department in the Pay Period immediately following the Pay Period in which the overpayment was made or in the period immediately following the Pay Period in which it was discovered that the overpayment occurred.
 - (b) Cumulative overpayments may be deducted by the Department after consultation with the Officer at a rate agreed in writing between the Department and the Officer, provided that the rate at which the overpayment is recovered is not less than the rate at which it was overpaid or \$50 per week, whichever is the lesser amount per Pay Period.
 - (c) Any amounts still outstanding as at cessation of employment may be deducted by the Department from the Officer's termination payment.
- 35.5 Other arrangements regarding payroll errors may be agreed between the Department and the Officer in exceptional circumstances.

Part D – Allowances and Reimbursements

Note – refer to sub-clause 33.4 to confirm if and when an allowance is payable during a period of leave.

36. Camping Allowance

36.1 For the purpose of this clause, 'Camp Out' shall mean a camp where any of the following are not provided:

- (a) freely available water;
- (b) ablutions including a toilet, shower or bath, and laundry facilities;
- (c) hot water system;
- (d) a kitchen including a stove and table and chairs, or a caravan equipped with cooking and messing facilities;
- (e) electricity or a power supply; and
- (f) beds and mattresses, or a caravan with sleeping accommodation.

36.2 An Officer stationed at a Work Camp who is directed to Camp Out of the Work Camp shall be paid a Camping Allowance as prescribed in Item 3 or 4 of Schedule C – Camping Allowance of the *Public Service Award 1992* for each day spent camping up to a maximum of 91 consecutive days.

36.3 An Officer employed in a Work Camp Officer Classification and stationed at a Work Camp will be provided with accommodation, food and provisions by the Department free of charge including while the Officer is on Standby.

36.4 Where food is provided by the Department free of charge, an Officer shall only be entitled to receive half the camping allowance to which the Officer would otherwise be entitled.

36.5 If an Officer whose normal duties do not normally require the Officer to Camp Out is directed to relieve or perform special duties resulting in that Officer being required to Camp Out, the Officer shall be paid a camping allowance for the duration of the period spent in camp. In addition, the Officer shall be paid a lump sum of \$180.00 to cover incidental personal expenses where the Department does not provide camping equipment; provided that an Officer shall receive no more than one lump sum of \$180.00 in any period of three years.

36.6 An Officer who is entitled to be paid a camping allowance shall not be entitled to a travelling allowance, transfer allowance or relieving allowance.

37. Civilian Clothing Allowance

37.1 An Officer directed by the Department to wear civilian clothing shall be paid a civilian clothing allowance as follows:

Number of shifts Officer directed to wear civilian clothing	Allowance		
	8 hour rostered shifts	10 hour rostered shifts	12 hour rostered shifts
1 shift per week	\$3.80	\$ 4.75	\$ 5.70
2 shifts per week	\$4.45	\$ 5.56	\$ 6.68
3 shifts per week	\$6.90	\$ 8.63	\$ 10.35
4 shifts per week	\$9.20	\$ 11.50	\$ 13.80
5 or more shifts per week	\$11.40	\$ 14.25	\$ 17.10

37.2 The standard of civilian clothes required to qualify for the civilian clothing allowance shall be in accordance with the Department's corporate dress standards.

37.3 In any Roster Period, the Department may allocate duties to an Officer that qualifies him or her to receive a Civilian Clothing Allowance.

38. Composite Allowance

38.1 An Officer shall be paid a composite allowance in recognition of out of hours participation and current staffing levels.

38.2 The composite allowance shall be paid only for Overtime shifts worked as follows:

(a) \$4.66 per hour from the first Pay Period commencing on or after 11 June 2016; and

(b) \$4.73 per hour from the first Pay Period commencing on or after 11 June 2017.

38.3 The composite allowance shall not be paid to an Officer required to perform Overtime as a result of a Declared Major Emergency, Natural Disaster or medical/hospital escort in accordance with sub-clauses 21.3, 21.4 and 21.5.

39. Compressed Air Breathing Apparatus Allowance

39.1 Officers currently qualified in and required to use a portable respirator that supplies oxygen, air or other respirable gas from a source carried by the Officer in the performance of his or her duties will be paid a Compressed Air Breathing Apparatus (CABA) allowance as follows:

(a) \$28.03 per fortnight from the first Pay Period commencing on or after 11 June 2016; and

(b) \$28.45 per fortnight from the first Pay Period commencing on or after 11 June 2017.

39.2 To qualify for the CABA allowance, Officers must comply with the following requirements:

(a) undertake Department-provided refresher training at least once a year;

(b) meet medical fitness requirements for using CABA;

(c) conduct routine testing and maintenance of equipment as required;

(d) use CABA equipment as part of routine fire drills;

(e) comply with occupational safety and health requirements when using CABA equipment in response to emergency situations or as required by the Superintendent; or

(f) maintain appropriate grooming requirements for the safe and efficient use of CABA equipment in an emergency situation.

39.3 Once qualified in the use of the CABA, Officers are required to comply with the eligibility requirements in sub-clause 39.2 for at least 12 months, unless the Officer can demonstrate reasonable cause for being unable to do so. For new Officers, the 12 months shall commence upon their first posting to a prison.

39.4 Provided an administrative review has first been undertaken, the Department may cease the payment of a CABA allowance if Officers do not comply with the provisions of sub-clauses 39.2 and 39.3.

39.5 Notwithstanding sub-clause 39.2(a), the CABA allowance will continue to be paid where refresher training is unavailable until such time as the Department is able to offer the training, provided that the Officer continues to satisfy all other eligibility requirements under sub-clause 39.2.

40. District Allowance

District Allowance shall be paid in accordance with the *District Allowance (Government Wages Employees) General Agreement 2010* or its replacement.

41. Disturbance Allowance

41.1 The Department shall, on the production of receipts or such other evidence as required by the Department, reimburse an Officer the actual cost of the following expenses incurred by the Officer as a result of being transferred:

- (a) telephone installation at the Officer's new Residence if a telephone was installed at the Officer's former Residence;
- (b) connection or reconnection of water, gas or electricity services to the Officer's new Residence; and
- (c) redirection of mail to the Officer's new Residence for a period of no more than three months.

42. Dog Handlers Allowance

42.1 An Officer who is responsible for the feeding, home kennelling, transportation, safety and security of an animal attached to the Drug Detection Unit shall be paid an allowance of 10.5% of the Officer's Annualised Salary paid fortnightly.

42.2 Officers with this responsibility will not be required to use their own private vehicle to travel to and from work unless a departmental vehicle is not available. Where no departmental vehicle is available and the Officer agrees to transport the dog in their own private vehicle, the Officer shall be paid the motor vehicle rate provided by Schedule C – Motor Vehicle Allowance (Officers who agree to use own vehicle).

42.3 The Department shall be responsible for providing alternative kennel facilities for the animal where the Officer responsible proceeds on leave.

42.4 The Department shall pay the cost of approved veterinary treatment provided to the animal.

43. Driving Allowance

43.1 Officers, other than those employed in the Classification Vocational Support Officer, engaged in driving duties for more than two hours per shift shall be paid a driving allowance as follows:

Length of shift	Allowance
8 hour rostered shifts	\$4.86 per shift
10 hour rostered shifts	\$6.08 per shift
12 hour rostered shifts	\$7.29 per shift

44. Special Operations Group / Albany Security Unit Allowance

44.1 In recognition of the advanced training and physical requirements of their role, Officers serving in the Special Operations Group (SOG)/Albany Security Unit shall be paid an SOG allowance per fortnight worked as follows:

- (a) \$47.88 per fortnight from the first Pay Period commencing on or after 11 June 2016; and
- (b) \$48.60 per fortnight from the first Pay Period commencing on or after 11 June 2017.

44.2 Payment of the SOG allowance will cease if an Officer does not:

- (a) undertake Department-provided refresher training as required; and/or
- (b) maintain the fitness standards required to work within the Special Operations Group.

44.3 Notwithstanding sub-clause 44.2(a), the SOG allowance will continue to be paid where refresher training is unavailable until such time as the Department is able to offer said training; provided that the Officer continues to maintain the fitness standards required to work within the Special Operations Group.

45. Explosive Allowance

45.1 An Officer who is in charge of and required to use explosives shall be paid an explosive allowance as follows:

Length of shift	Allowance
8 hour rostered shifts	\$4.68 per shift
10 hour rostered shifts	\$5.85 per shift
12 hour rostered shifts	\$7.02 per shift

46. First Class Officers Allowance

46.1 Officers appointed to the Classification First Class Officer prior to 12 November 1987 shall be paid an allowance of \$16.00 per fortnight.

47. Higher Duties Allowance

47.1 An Officer required to act for two hours or longer in a Classification with a higher Hourly Annualised Rate of Pay than his or her ordinary Hourly Annualised Rate of Pay shall be paid such higher Hourly Annualised Rate of Pay.

47.2 Where an Officer is directed to act in a Classification that has an incremental range of Annualised Salaries, the Officer shall be entitled to receive an increase in the higher duties allowance equivalent to the increment the Officer would have received had the Officer been appointed to such position. If the Officer has been acting in another position in the preceding 18 months which also attracted a higher duties allowance, service in the previous position shall count as qualifying service towards an increase in the higher duties allowance payable.

48. Motor Vehicle Allowance

48.1 An Officer who is required by the Department as a condition of their employment to supply and maintain a motor vehicle for use when travelling on official business shall be paid a motor vehicle allowance at the rate set out in Schedule B – Motor Vehicle Allowance (Officers required to supply and maintain own vehicle) for journeys travelled on official business approved by the Department subject to the following conditions:

- (a) Where an Officer in the course of a journey travels through two or more separate areas the allowance shall be paid at the appropriate rate applicable to each of the areas traversed as set out in Schedule B – Motor Vehicle Allowance (Officers required to supply and maintain own vehicle).
- (b) Where an Officer does not travel in excess of 4,000 kilometres in the period from 1 July to 30 June an allowance calculated by multiplying the appropriate rate per kilometre by the difference between the actual distance travelled and 4,000 kilometres shall be paid to the Officer; provided that where the Officer has less than 12 months qualifying service in the year then the 4,000 kilometre distance will be reduced on a pro rata basis and the allowance calculated accordingly. Where a part time Officer is eligible for the payment of a motor vehicle allowance under this subparagraph, such allowance shall be calculated on a pro rata basis.

48.2 An Officer who is not required by the Department to supply and maintain a motor vehicle, but when requested by the Department voluntarily consents to use the vehicle for journeys travelled on official business, shall be paid a motor vehicle allowance at the rate set out in Schedule C – Motor Vehicle Allowance (Officers who agree to use own Vehicle) for journeys travelled on official business approved by the Department. The Officer shall not be entitled to the allowance set out in sub-clause 48.1(b). Where the Officer in the course of a journey travels through two or more separate areas, the allowance shall be paid at the appropriate rate applicable to each of the areas traversed as set out in Schedule C – Motor Vehicle Allowance (Officers who agree to use own vehicle).

- 48.3 An Officer who is not required by the Department to supply and maintain a motor vehicle, but is directed to relieve an Officer who is required by the Department to supply and maintain a motor vehicle for use when travelling on official business, shall be paid a motor vehicle allowance at the rate set out in Schedule B – Motor Vehicle Allowance (Officers required to supply and maintain vehicle) for journeys travelled on official business approved by the Department. The Officer shall not be entitled to the allowance set out in sub-clause 48.1(b). Where the Officer in the course of a journey travels through two or more separate areas, the allowance shall be paid at the appropriate rate applicable to each of the areas traversed as set out in Schedule B – Motor Vehicle Allowance (Officers required to supply and maintain vehicle).
- 48.4 In cases where Officers are required to tow a departmental caravan on official business, the additional rate shall be 8.0 cents per kilometre. When departmental trailers are towed on official business the additional rate shall be 4.0 cents per kilometre.
- 48.5 The motor vehicle allowance is not payable when the Officer travels direct from their Residence to their Headquarters and return and the Officer is not required to use the vehicle on official business during the day.
- 48.6 An Officer who is required to supply and maintain a motor vehicle for use on official business is excused from this obligation in the event of his or her vehicle being stolen, consumed by fire, or suffering a major and unforeseen mechanical breakdown or accident, in which case all entitlement to reimbursement ceases while the Officer is unable to provide the motor vehicle or a replacement.
- 48.7 The Department may elect to waive the requirement that an Officer supply and maintain a motor vehicle for use on official business by providing three months' written notice to the Officer.

49. Officer in Charge Allowance

- 49.1 An Officer who is delegated to be an Officer in Charge, including in the Special Operations Group, for two or more consecutive hours of a shift shall be paid the following allowance for each shift so worked:
- (a) \$27.75 from the first Pay Period commencing on or after 11 June 2016; and
 - (b) \$28.17 from the first Pay Period commencing on or after 11 June 2017.

50. Meal Allowances (Overtime and Hospital Sits)

- 50.1 Where an Officer is:
- (a) on a hospital sit and no meal is provided by the Department or the Hospital; or
 - (b) required to work Overtime of not less than two consecutive hours and no meal is provided by the Department;

and the Officer purchases a meal, then the Officer shall be paid an Overtime meal allowance in accordance with Part 2 of Schedule H – Overtime Allowance of the *Public Service Award 1992*.

- 50.2 An Officer working a continuous period of Overtime, who has already purchased a meal during a meal break, shall not be entitled to an additional Overtime meal allowance for the purchase of any subsequent meal until a further five hours Overtime from the time of the last meal break has been worked.
- 50.3 Where an Officer, having received prior notification of a requirement to work Overtime, is notified after having purchased the meal, that he or she is no longer required to work Overtime, shall be entitled to the Overtime meal allowance for the meal previously purchased.

51. Pager Allowance

- 51.1 An Officer directed in writing to carry a pager and be available to be called to attend work outside his or her rostered hours of duty shall be paid a pager allowance of \$65.67 per week.

- 51.2 An Officer required to carry a pager for a period of less than seven calendar days shall be paid a pro rata pager allowance based on the number of days the Officer is required to carry the pager.
- 51.3 Officers will not be required to carry a pager during periods of annual leave or long service leave.
- 51.4 An Officer who is unavailable to respond to after hour calls as a result of illness is not eligible to claim the pager allowance for that period.

52. Property Allowance

- 52.1 When an Officer is transferred from one Locality to another in the public interest or in the ordinary course of promotion or Transfer, or on account of illness due to causes over which the Officer has no control, the Officer shall be entitled to reimbursement of the following incurred expenses:
- (a) in the sale of a Residence in the Officer's former Locality, which at the date on which the Officer received notice of Transfer to a new Locality:
 - (i) the Officer owned and occupied;
 - (ii) the Officer was purchasing under a contract of sale providing for vacant possession; or
 - (iii) the Officer was constructing for the Officer's own permanent occupation, on completion of construction; and
 - (b) in the purchase of a Residence or land for the purpose of erecting a Residence thereon for the Officer's own permanent occupation in the new Locality.
- 52.2 An Officer shall be reimbursed such following expenses as are incurred by the Officer in relation to the sale of the Residence:
- (a) If the Officer engaged a licensed real estate agent to sell the Residence on the Officer's behalf – 50% of the amount of the commission paid to the real estate agent in respect of the sale of the Residence to a maximum value of 1.75% of the value of the property sold.
 - (b) If a solicitor was engaged to act for the Officer in connection with the sale of the Residence – the amount of professional costs and disbursements necessarily incurred and paid to the solicitor in respect of the sale of the Residence.
 - (c) If the land on which the Residence is created was subject to a first mortgage and that mortgage was discharged on the sale, then an Officer shall, if, in a case where a solicitor acted for the mortgagee in respect of the discharge of the mortgage and the Officer is required to pay the amount of legal fees and disbursements necessarily incurred by the mortgagee in respect of the discharge of the mortgage – the amount so paid by the Officer.
 - (d) If the Officer did not engage a real estate agent to sell the Residence on his or her behalf – the amount of the expenses reasonably incurred by the Officer in advertising the Residence for sale.
- 52.3 An Officer shall be reimbursed such following expenses as are incurred in relation to the purchase of a Residence:
- (a) If a solicitor or licensed settlement agent was engaged to act for the Officer in connection with the purchase of the Residence – the amount of the professional costs and disbursements incurred.
 - (b) If the Officer mortgaged the land on which the Residence was erected in conjunction with the purchase of the Residence, then an Officer shall, if, in a case where a solicitor acted for the mortgagee and the Officer is required to pay and has paid the amount of the professional costs and disbursements (including valuation fees but not a procuracy fee payable in connection with the mortgage) incurred by the mortgagee in respect of the mortgage – the amount so paid by the Officer.
 - (c) If the Officer did not engage a solicitor or a licensed settlement agent to act for the Officer in connection with the purchase or such a mortgage – the amount of the expenses reasonably incurred

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

- (d) Transfer duty and fees paid to the Registrar of Titles.
 - (e) Stamp duty, fees paid to the Registrar of Titles and the amount of expenses reasonably incurred by the Officer in advertising the Residence for sale.
- 52.4 The amount reimbursed for professional costs for solicitors shall not exceed the costs set out in the current cost determination made under the *Legal Profession Act 2008* (WA).
- 52.5 The amount reimbursed for professional costs for settlement agents shall not exceed the maximum fees set out in the *Settlement Agents (Remuneration) Notice 2013* established under section 44 of the *Settlement Agents Act 1981* (WA) as varied from time to time.
- 52.6 For the purposes of this clause, it is immaterial that the ownership, sale or purchase is carried out on behalf of an Officer who owns solely, jointly or in common with the Officer's dependent/s. Where an Officer sells or purchases a Residence jointly or in common with another person, other than the Officer's dependent/s, the Officer shall be paid only the proportion of the expenses for which the Officer is responsible.
- 52.7 An application by an Officer for payment of a property allowance shall be accompanied by evidence of the payment by the Officer of the expenses.
- 52.8 Notwithstanding the foregoing provisions, an Officer is not entitled to the payment of a property allowance:
- (a) In respect of a sale or purchase which is effected:
 - (i) more than 12 months after the date on which the Officer took up duty in the new Locality; or
 - (ii) after the date on which the Officer received notification of being transferred back to the former Locality.
 - (b) Where the Officer is transferred from one Locality to another solely at the Officer's own request or on account of misconduct.

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

- 52.9 An Officer is not entitled to be paid a property allowance under sub-clause 52.1(b) unless the Officer is entitled to be paid a property allowance under sub-clause 52.1(a). Notwithstanding, the Commissioner of Corrective Services may approve the payment of a property allowance under sub-clause 52.1(b) to an Officer who is not entitled to be paid a property allowance under sub-clause 52.1(a) if satisfied that it was necessary for the Officer to purchase a residence or land for the purpose of erecting a residence thereon in the Officer's new locality because of the Officer's transfer from the former locality.

53. Regional Incentive Allowance

- 53.1 For the purposes of this Agreement each of the following Prisons and associated Work Camps are a 'Tier 1 Regional Incentive Prison': Roebourne Regional Prison, Eastern Goldfields Regional Prison, West Kimberley Regional Prison, and Broome Regional Prison.
- 53.2 For the purposes of this Agreement each of the following Prisons and associated Work Camps are a 'Tier 2 Regional Incentive Prison': Greenough Regional Prison, Albany Regional Prison and Pardelup Prison Farm.
- 53.3 Officers permanently posted to a Tier 1 Regional Incentive Prison on or after 11 June 2016 shall be paid an annual regional incentive allowance of \$4,472 payable fortnightly (i.e. \$171.45 per fortnight) while they remain posted to a Tier 1 Regional Incentive Prison.

- 53.4 Officers permanently posted to a Tier 2 Regional Incentive Prison on or after 11 June 2016 shall be paid an annual regional incentive allowance of \$2,237 payable fortnightly (i.e. \$85.76 per fortnight) while they remain posted to a Tier 2 Regional Prison.
- 53.5 Officers permanently posted to Roebourne Regional Prison residing in Government Regional Officer's Housing are entitled to rent-free accommodation.
- 53.6 The parties will consider the possibility of providing a benefit similar to the regional incentive allowance to Officers who are posted to a Regional Incentive Prison on a non-permanent basis.
- 53.7 The parties agree to establish a working party, to meet at least quarterly over the life of this Agreement, to further examine the possibility of providing alternative or additional regional incentives.
- 53.8 The parties are committed to providing effective workforce management practices and opportunities to staff employed in regional areas. The Department will ensure that regional Officers are, as far as reasonably practicable, provided with access to training and development opportunities having regard to the Department's operational requirements and opportunities provided to metropolitan-based staff.

54. Relieving Allowance

- 54.1 An Officer required to perform relief duty or special duty at different Headquarters and who, as a result, is required to reside temporarily away from the Officer's usual place of Residence shall be paid a relieving allowance in accordance with this clause.
- 54.2 Where the Officer is:
- (a) supplied with accommodation and meals free of charge; or
 - (b) accommodated at a Government institution, hostel or similar establishment and supplied with meals;
- the Officer shall be paid in accordance with the rates prescribed in Column A, Items (1), (2) or (3) of Schedule D – Travelling, Transfer and Relieving Allowance.
- 54.3 Where the Officer is fully responsible for his or her own accommodation, meals and incidental expenses and hotel or motel accommodation is utilised:
- (a) For the first 42 days after arrival at the new Locality the Officer shall be paid at the rates prescribed in Column A, Items (4) to (8) of Schedule D – Travelling, Transfer and Relieving Allowance.
 - (b) For periods in excess of 42 days after arrival at the new Locality the Officer shall be paid at the rates prescribed in Column B, Items (4) to (8) of Schedule D – Travelling, Transfer and Relieving Allowance for Officers with Dependents or Column C, Items (4) to (8) of Schedule D – Travelling, Transfer and Relieving Allowance for Officers without Dependents.
 - (c) The period of payment of the relieving allowance under this sub-clause shall not exceed 49 days without the approval of the Department.
- 54.4 When an Officer is responsible for their own accommodation, meal and incidental expenses and other than hotel or motel accommodation is utilised, the Officer shall be paid at the rates prescribed in Column A, Items (9), (10) or (11) of Schedule D – Travelling, Transfer and Relieving Allowance.
- 54.5 When an Officer who is required to relieve or perform special duties is authorised to travel to the new Locality in the Officer's own motor vehicle, payment for the return journey shall be as follows:
- (a) Where the Officer will be required to maintain a motor vehicle for the performance of the relieving or special duties, payment shall be at the rate prescribed by Schedule B – Motor Vehicle Allowance (Officers required to supply and maintain vehicle).
 - (b) Where the Officer will not be required to maintain a motor vehicle for the performance of the relieving or special duties payment shall be on the basis of ½ the rate prescribed by Schedule B –

Motor Vehicle Allowance (Officers required to supply and maintain vehicle) provided that the maximum amount paid shall not exceed the cost of the fare by public transport which otherwise would be utilised for such return journey.

- 54.6 An Officer who is directed to perform relief duty or special duty away from the Officer's Headquarters, but is not required to reside temporarily away from his or her usual place of Residence shall be reimbursed the amount of additional fares paid travelling by public transport to and from the place of temporary duty. Such reimbursement is not payable if the Officer is in receipt of a higher duties allowance or special allowance for such work.
- 54.7 Where it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred an appropriate rate of reimbursement shall be determined by the Department.
- 54.8 An Officer who is paid a relieving allowance shall not be paid a travelling allowance in relation to the same period.

55. Remote Area Annual Leave Travel Concession

- 55.1 An Officer, other than an Officer who is engaged on a casual basis, whose Headquarters is located above 26 degrees south latitude who proceeds on annual leave to a destination outside the geographical region of their Headquarters shall be entitled to an Annual Leave Travel Concession of:
- (a) the cost incurred in purchasing a return airfare for the Officer, his or her Dependent Partner and each Dependent child if any; or
 - (b) a motor vehicle allowance at the rate set out in Schedule C – Motor Vehicle Allowance (Officers who agree to use own vehicle);
- up to a maximum amount of the average cost as at the previous 1 July of a return fully flexible and refundable airfare/s of airlines servicing the region to Perth or the Officer's travel destination, whichever is the lesser. The mode of travel shall be at the discretion of the Commissioner of Corrective Services.
- 55.2 If the Officer proceeds on annual leave before the completion of at least 12 months' service at the Headquarters, then the Officer will only be entitled to the Annual Leave Travel Concession if the Officer returns to the area to complete the service after the period of annual leave or the Officer was required by the Department to proceed on the leave for departmental convenience.
- 55.3 An Officer is only entitled to the Annual Leave Travel Concession once per Leave Year unless the Officer is rostered in their Annual Leave Letter to take annual leave twice in that Leave Year. An Officer who is rostered in their Annual Leave Letter to take annual leave twice in a Leave Year shall be entitled to the concession twice in that Leave Year unless the annual leave is rostered twice in the same Leave Year at the request of the Officer pursuant to sub-clause 79.4.
- 55.4 An Annual Leave Travel Concession which is not taken in full when the Officer proceeds on annual leave in accordance with the Officer's leave roster shall not accrue.

56. Removal Allowance

- 56.1 When an Officer is required to change their ordinary place of Residence because they have been transferred to a different Locality – in the public interest, in the ordinary course of promotion or Transfer, or because of illness due to causes over which the Officer has no control – the Officer shall be reimbursed the actual reasonable cost of:
- (a) transport of the Officer and the Officer's dependents;
 - (b) transport (including insurance cost) of the Officer's household furniture, effects and appliances up to a maximum volume of 45 cubic metres;
 - (c) kennelling and transport of domestic pet or pets up to a maximum amount of \$184.00; and

- (d) the freight charges for the transport of up to two motor vehicles or a motor vehicle and a caravan/trailer or boat unless the Officer is authorised to travel to the new Locality in his or her motor vehicle.
- 56.2 For the purposes of sub-clause 56.1(c) pets are defined as dogs, cats, birds or other domestic animals. Pets do not include domesticated livestock, native animals or equine animals.
- 56.3 If the Officer is authorised to travel to the new Locality in his or her motor vehicle the Officer will be paid an allowance for up to two motor vehicles or a motor vehicle and a caravan/trailer/boat as follows:
- (a) Where the Officer will be required to maintain a motor vehicle for use on official business at the new Locality the allowance for the distance travelled per vehicle will be in accordance with Schedule B – Motor Vehicle Allowance (Officers required to supply and maintain vehicle).
- (b) Where the Officer will not be required to maintain a motor vehicle for use on official business at the new Locality the allowance for the distance travelled per vehicle will be on the basis of $\frac{1}{2}$ of the rate prescribed by Schedule B – Motor Vehicle Allowance (Officers required to supply and maintain vehicle).
- (c) If the Officer tows the caravan, trailer or boat to the new Locality the additional rate per kilometre is to be 3.5 cents per kilometre for a caravan or boat and 2.0 cents per kilometre for a trailer.
- 56.4 The Officer may be required to show evidence of ownership of the trailer, boat or caravan to be relocated.
- 56.5 The Officer shall be paid an allowance of \$572.00 for accelerated depreciation and extra wear and tear on furniture, effects and appliances caused by transportation provided that the value of household furniture, effects and appliances moved by the Officer is at least \$3,429.00.
- 56.6 The Officer shall obtain and submit to the Department and for its approval, quotations from at least two carriers for the transportation of the Officer's household furniture, effects and appliances, and the Officer's motor vehicle/s and or caravan/boat/trailer if they are to be transported. Payment of a volume amount beyond 45 cubic metres by the Department shall not occur without the prior written approval of the Commissioner of Corrective Services.
- 56.7 The Department may authorise payment of compensation for the actual loss to an Officer who (with the prior approval of the Department) disposes of their household furniture, effects and appliances instead of transporting them to the new Locality. Such payment shall not exceed the sum which would have been paid if the Officer's household furniture effects and appliances had been removed by the cheapest method of transport available and the volume was 45 cubic metres.
- 56.8 When an Officer is obliged to store household furniture effects and appliances because the Officer is provided with furnished accommodation in the new Locality, the Officer shall be reimbursed the actual cost (including insurance) of such storage up to a maximum allowance of \$1,065.00 per annum for a maximum of four years.
- 56.9 New appointees to the Prison Service will be entitled to receive the benefits of this clause if they are required by the Department to participate in any training course prior to being posted to their respective positions in the service. This entitlement will only be available to Officers who have completed their training and who incur costs when moving to their first posting.
- 56.10 An Officer who is transferred solely at their own request or on account of misconduct must bear the whole cost of removal unless otherwise determined by the Department prior to the removal.
- 56.11 Receipts must be produced for all sums claimed.
- 56.12 The Department may agree to provide removal assistance greater than specified in this Agreement. The Department may require the Officer to repay such additional removal assistance on a pro rata basis where the Officer elects to leave the position on a permanent basis within 12 months. This repayment can be deducted from any monies due to the Officer.

57. Residential Training Allowance

- 57.1 Officers who are required by the Department to attend Residential Training courses, other than ELTP, and are accommodated within the Hakea Prison Complex Special Operations Group Building accommodation wing will receive a residential training allowance of \$35.71 per day.
- 57.2 The parties agree that the residential training allowance will cease upon establishment of a suitable training facility.

58. Senior Work Camp Officer Allowance

- 58.1 Officers employed in the Classification Senior Work Camp Officer shall be paid the following allowance for each completed fortnight engaged at a Work Camp:
- (a) \$58.36 per fortnight from the first Pay Period commencing on or after 11 June 2016; and
 - (b) \$59.24 per fortnight from the first Pay Period commencing on or after 11 June 2017.

59. Special Allowances

- 59.1 An Officer who prior to 28 June 1990 was qualified as prescribed in the *Prisons Regulations 1982* (WA) for promotion to the Classification of Senior Prison Officer and who has not been appointed to such position shall be paid \$7.50 per week.
- 59.2 An Officer who prior to 28 June 1990 was qualified as prescribed in the *Prisons Regulations 1982* (WA) for promotion to the Classification of Chief Officer and who has not been appointed to such position shall be paid \$11.00 per week.
- 59.3 Officers who qualify after 28 June 1990 shall not be entitled to the allowances payable under sub-clauses 59.1 and 59.2.
- 59.4 Special Operations Group Officers directed to report for duty at a location other than their Headquarters will be entitled to a specified rate per kilometre as provided for in Schedule C – Motor Vehicle Allowance (Officers who agree to use own vehicle) where the distance travelled to and from that location is greater than the Officer's normal travelling distance to his or her Headquarters.

60. Standby Allowance

- 60.1 An Officer directed to be on Standby at a Work Camp shall be paid a Standby allowance at the rate prescribed under the *Public Service Award 1992*.

61. Study Assistance

- 61.1 An Officer who does not possess a first degree or associate diploma from a university or college of advanced education, and who as a condition of their employment is required to undertake studies at a university or college of advanced education, shall be entitled to:
- (a) in the case of an Officer who has completed a diploma at TAFE, reimbursement of the higher education administration charges for the Officer to undertake a degree course at a Western Australian university; or
 - (b) in the case of an Officer who has completed a two year full time certificate course at TAFE, reimbursement of the higher education administration charges for the Officer to undertake a diploma course at TAFE or a first degree or associate diploma from a Western Australian university or college of advanced education.
- 61.2 This reimbursement does not include the cost of textbooks or guild and society fees.
- 61.3 An Officer who is required to repeat a full academic year of the course will be responsible for payment of the higher education administration charges for that particular year.

61.4 Payment of this reimbursement may be subject to the Officer entering into an agreement with the Department which may include, but is not limited to, minimum performance and attendance requirements. A bond will not be required.

62. Transfer Allowance

62.1 An Officer who is transferred to a new Locality:

- (a) in the public interest;
- (b) in the ordinary course of promotion or Transfer; or
- (c) on account of illness due to causes over which the Officer has no control;

shall be paid a Transfer allowance at the rate prescribed in Column A, Item (4), (5), (6), (7) or (8) of Schedule D – Travelling, Transfer and Relieving Allowance.

62.2 An Officer transferred within Western Australia shall be paid the Transfer allowance for 14 days commencing after arrival at the new work Locality. An Officer Transferred interstate will be paid the Transfer allowance for 21 days commencing after arrival at the new Locality. If an Officer is required to travel on official business during the period for which the Transfer allowance is paid, the period will be extended by the time spent in travelling.

62.3 Prior to payment of the Transfer allowance, the Officer must certify that permanent accommodation has not been arranged or is not available from the date of Transfer. The Transfer allowance shall not be paid where permanent accommodation is immediately available.

62.4 Should permanent accommodation be arranged or become available within the prescribed allowance periods, the Officer shall refund the pro rata amount of the Transfer allowance for that period.

62.5 If an Officer is unable to obtain reasonable accommodation within the prescribed period referred to in sub-clause 62.2, and the Department is satisfied that the Officer has taken all reasonable steps to secure reasonable accommodation, the Officer shall continue to receive the Transfer allowance to a maximum of 77 days.

62.6 When it can be shown by the production of receipts or other evidence that the applicable Transfer allowance would be insufficient to meet reasonable additional costs incurred by an Officer on Transfer, an appropriate rate of reimbursement shall be determined by the Department.

62.7 An Officer who is transferred to accommodation provided by the Department shall not be entitled to a Transfer allowance. However, where access to such accommodation is delayed by circumstances beyond the Officer's control, an Officer may, subject to the production of receipts, be reimbursed actual reasonable accommodation and meal expenses for the Officer and the Officer's dependents less a deduction for normal living expenses prescribed in Column A, Items (15) and (16) of Schedule D – Travelling, Transfer and Relieving Allowance.

62.8 An Officer who is paid a Transfer allowance shall not be paid a travelling allowance in relation to the same period of time.

63. Travelling Allowance

63.1 An Officer who travels on official business shall be reimbursed reasonable expenses in accordance with this clause.

63.2 When a trip necessitates an overnight stay away from the Officer's Headquarters and the Officer:

- (a) is supplied with accommodation and meals free of charge;
- (b) attends a course or conference where the fee paid includes accommodation and meals;
- (c) travels by rail and is provided with a sleeping berth and meals; or

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

reimbursement shall be at the rates prescribed in Column A, Items (1), (2) or (3) of Schedule D – Travelling, Transfer and Relieving Allowance.

- 63.3 When a trip necessitates an overnight stay away from the Officer's Headquarters and the Officer is fully responsible for his or her own accommodation, meals and incidental expenses:
- (a) where hotel or motel accommodation is utilised reimbursement shall be at the rates prescribed in Column A, Items (4) to (8) of Schedule D – Travelling, Transfer and Relieving Allowance; or
 - (b) where other than hotel or motel accommodation is utilised reimbursement shall be at the rates prescribed in Column A, Items (9), (10) or (11) of Schedule D – Travelling, Transfer and Relieving Allowance.
- 63.4 When a trip necessitates an overnight stay away and only accommodation is provided free of charge, reimbursement shall be made at the rates prescribed in Column A, Items 1, 2 or 3 and Items 12, 13 or 14 of Schedule D – Travelling, Transfer and Relieving Allowance subject to the Officer's certification that each meal claimed was actually purchased.
- 63.5 To calculate the reimbursement under sub-clauses 63.2 and 63.3 for part of a day, the following formula shall apply:
- (a) If departure from the Officer's Headquarters is:
 - (i) before 8.00am – 100% of the daily rate.
 - (ii) 8.00am or later but prior to 1.00pm – 90% of the daily rate.
 - (iii) 1.00pm or later but prior to 6.00pm – 75% of the daily rate.
 - (iv) 6.00pm or later – 50% of the daily rate.
 - (b) If arrival back at the Officer's Headquarters is:
 - (i) 8.00am or later but prior to 1.00pm – 10% of the daily rate.
 - (ii) 1.00pm or later but prior to 6.00pm – 25% of the daily rate.
 - (iii) 6.00pm or later but prior to 11.00pm – 50% of the daily rate.
 - (iv) 11.00pm or later – 100% of the daily rate.
- 63.6 When an Officer travels to a place outside a radius of 50 kilometres as measured from the Officer's Headquarters, and the trip does not involve an overnight stay, reimbursement for all meals claimed shall be at the rates set out in Column A, Items (12) or (13) of Schedule D – Travelling, Transfer and Relieving Allowance. If an Officer departs from their Headquarters before 8.00am and does not arrive back at their Headquarters until after 11.00pm on the same day the Officer shall be paid the rate prescribed in Column A, Items (4) to (8) of Schedule D – Travelling, Transfer and Relieving Allowance.
- 63.7 In addition to the rates contained in Schedule D – Travelling, Transfer and Relieving Allowance, an Officer shall be reimbursed reasonable incidental expenses such as train, bus and taxi fares, official telephone calls, laundry and dry cleaning expenses on production of receipts.
- 63.8 If an Officer, due to a lack of suitable transport facilities, requires accommodation for the night prior to commencing travelling on early morning transport, the Officer shall be reimbursed the actual cost of such reasonable accommodation.
- 63.9 An Officer who is relieving at or temporarily transferred from the Officer's Headquarters to any place within a radius of 50 kilometres as measured from the Officer's Headquarters shall not be reimbursed the cost of midday meals purchased. However, an Officer travelling on duty within that area which requires

absence from the Officer's Headquarters over the usual midday meal period shall be paid at the rate prescribed by Item (17) of Schedule D – Travelling, Transfer and Relieving Allowance for each meal necessarily purchased, provided that:

- (a) such travelling is not a normal feature in the performance of the Officer's duties;
- (b) such travelling is not within the suburb in which the Officer resides; and
- (c) the Officer's total reimbursement under this sub-clause for any one Pay Period shall not exceed the amount prescribed by Item (18) of Schedule D – Travelling, Transfer and Relieving Allowance.

63.10 When it can be shown, to the satisfaction of the Department, that reimbursement in accordance with this clause does not cover an Officer's reasonable expenses for a whole trip, the Officer shall be reimbursed the excess expenditure.

63.11 In making a claim for reimbursement under this clause, Officers must provide proof of actual costs incurred. In respect to sub-clause 63.4, an Officer's certification that each meal claimed was actually purchased shall be proof of actual costs incurred.

63.12 An Officer who is paid a relieving allowance or a Transfer allowance shall not be paid a travelling allowance in relation to the same period.

64. Travelling Allowance (Special)

64.1 Officers employed at the following Prisons who do not live in quarters shall be paid a travelling allowance (special) as follows:

- (a) Pardelup Prison Farm – \$6.25 per shift;
- (b) Karnet – \$5.25 per shift; and
- (c) Officers employed at Wooroloo who reside 16 kilometres or more away from Wooroloo –\$5.25 per shift.

65. Uniform

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

66. Water Allowance

66.1 Where an Officer occupies quarters provided by the Department, the Department shall pay the water rates for such quarters. Where the quarters are in an area served by the *Country Areas Water Supply Act 1947* (WA), or the Officer is stationed and residing in their own accommodation north of 26 degrees south latitude, the Department shall pay for a reasonable quantity of water.

67. Variation to Allowances

67.1 Unless otherwise provided for in this Agreement, the following allowances shall be varied in accordance with variation in the same allowances or schedules in the *Public Service Award 1992*:

- (a) motor vehicle allowance;
- (b) Overtime meal allowance;
- (c) relieving allowance;
- (d) removal allowance;
- (e) standby allowance;
- (f) Transfer allowance; and

- (g) travelling allowance.
- 67.2 The rates for the following allowances have been calculated for the life of this Agreement based on an annual increase of 1.5% effective from the first Pay Period commencing on or after 11 June each year:
- (a) CABA allowance;
 - (b) SOG allowance;
 - (c) Officer in Charge allowance;
 - (d) Senior Work Camps Officer allowance; and
 - (e) Composite allowance.
- 67.3 The pager allowance and the travelling allowance (special) shall be varied annually with effect from the first Pay Period on or after 18 October each year to reflect movements in the Perth All Groups Consumer Price Index over the previous 12 months.
- 67.4 The regional incentive allowance shall be varied annually with effect from the first Pay Period commencing on or after 11 June each year to reflect movements in the Perth All Groups Consumer Price Index over the previous 12 months prior to the March quarter.
- 67.5 The residential training allowance shall be varied annually with effect from the first Pay Period on or after 1 July each year to reflect the rounded difference as at 1 July between the actual cost of meals and accommodation incurred by the Department and the allowance amount prescribed by Item (9) – Accommodation Involving An Overnight Stay at Other than a Hotel or Motel of Schedule D – Travelling, Transfer and Relieving Allowance. The Department and the Union agree the allowance amount will be set at a minimum of \$25.00 per day.
- 67.6 The rates for the driving allowance, explosive allowance and civilian clothing allowance remain unchanged for the life of this Agreement.

Part E – Leave

68. Leave General Provisions

- 68.1 With the exception of Eligible Casual Officers, Officers engaged on a casual basis are not eligible for the leave entitlements set out in this Agreement unless otherwise expressly provided for.
- 68.2 An Officer who is recalled to duty from annual leave or long service leave other than for training or in accordance with clause 123 – Witness Service shall be:
- (a) Paid Overtime for all hours worked (with a minimum payment for three hours) if the recall for duty is for less than one day.
 - (b) Paid Overtime for all hours worked in excess of eight hours on any one day plus the Officer's leave will be re-credited for the duration of the recall for duty if the recall for duty is more than one day.

69. Entitlement to Personal Leave

- 69.1 An Officer, other than an Officer engaged on a part time or casual basis or undertaking ELTP, shall be entitled to:
- (a) up to 124 hours' paid cumulative personal leave each Leave Year (Personal Leave) of continuous service which shall accrue weekly on a pro rata basis;
 - (b) up to 16 hours' paid non-cumulative personal leave each calendar year of continuous service which shall be credited on 1 July each year; and
 - (c) (If the Officer was employed after 28 June 1990) up to 528 hours' additional paid cumulative personal leave, which shall reduce in accordance with the following formula and which shall be credited at the end of the Officer's fourth year of continuous service:

$$\text{Additional personal leave entitlement} = \frac{528 \times (480 - PD)}{480}$$

PD = number of personal leave hours taken in the Officer's first four years of continuous service.

- 69.2 An Officer undertaking ELTP will accrue personal leave on a pro rata basis of his or her ordinary working hours of 38 hours per week relative to the ordinary hours of work of an Officer employed on a full time basis (i.e. 40 hours per week).
- 69.3 An Officer engaged on part time basis will accrue personal leave on a pro rata basis of his or her hours worked per week relative to the ordinary hours of work of Officers employed on a full time basis (i.e. 40 hours per week).
- 69.4 Payment for personal leave for an Officer engaged on a part time basis will only be made for those hours that would normally have been worked had the Officer not been on personal leave.
- 69.5 When an Officer takes personal leave, the leave will be deducted from the Officer's non-cumulative personal leave entitlement first.
- 69.6 Non-cumulative personal leave not taken within 12 months of the entitlement arising shall be lost.
- 69.7 Any unused personal leave will not be paid out when an Officer's employment with the Department terminates.

70. Accessing Personal Leave

- 70.1 Reasonable and legitimate requests for personal leave will be approved subject to the Officer having accrued personal leave available. The Department may allow an Officer who is unable to work to take personal leave for the following reasons:

- (a) Illness/injury leave – if the Officer is unable to work because the Officer is ill or injured.
- (b) Primary carer leave – if the Officer is unable to work because the Officer is the Primary Care Giver of a person:
 - (i) who is a person who is related to the Officer by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on or is a member of the household of the Officer; and
 - (ii) who is ill or injured and in need of immediate care and attention.
- (c) Unanticipated matters of a compassionate or pressing nature – If the Officer is unable to work because the Officer must attend to unanticipated matters of a compassionate or pressing nature which have arisen without notice and require immediate attention.
- (d) Planned personal leave – If the Officer is unable to work because the Officer must attend to planned matters where arrangements cannot be organised outside of normal working hours or be accommodated by the utilisation of flexible working hours or other leave.

70.2 While an Officer is entitled to access personal leave in accordance with this clause, a minimum of 80 hours of the Officer's annual personal leave entitlement as set out in clause 69 – Entitlement to Personal Leave must be available to an Officer for the purposes of illness/injury leave and primary carer leave.

70.3 Personal leave will not be approved where an Officer is absent from work because of personal illness/injury directly caused by his or her misconduct.

70.4 The Department may allow an Officer with at least 12 months' continuous service who has exhausted all their accrued personal leave to access up to 40 hours' personal leave in advance. If the Officer ceases employment before accruing the leave, the value of the leave which has not yet accrued will be refunded to the Department by the Officer at the rate of the Officer's Hourly Annualised Rate of Pay as at the date the leave was taken. No refund will be required if the Officer's employment ceased due to the Officer's death.

70.5 In exceptional circumstances the Department may allow an Officer to take personal leave for illness or injury at half pay.

71. Notice of Personal Leave

71.1 An Officer may only take planned personal leave with the prior approval of the Department having regard to the Department's requirements and the needs of the Officer.

71.2 In the case of all other types of personal leave, wherever practicable, the Officer will give reasonable notice prior to taking personal leave. Where prior notice cannot be given, notice will be provided as early as possible on the day of absence. When giving notice the Officer will, where possible, provide an estimate of the length of absence from work and the type of the personal leave.

72. Application for Personal Leave

72.1 An Officer will complete and lodge an application for personal leave in the manner required. The application shall clearly identify the type of personal leave requested and must be submitted during the Officer's first shift on their return to work from Personal Leave. The Officer's pay will be adjusted accordingly if the application for personal leave is not lodged within this period.

72.2 Personal leave may be taken on an hourly basis.

72.3 An application for personal leave exceeding two consecutive shifts will be supported by evidence to the satisfaction of the Superintendent.

72.4 Subject to subclause 72.3, the amount of personal leave granted without the production of evidence to satisfy the Superintendent will not exceed five shifts in any Leave Year (Personal Leave).

72.5 The minimum evidentiary requirement to satisfy the Superintendent is:

- (a) Illness/injury Leave – subject to sub-clauses 72.3 and 72.4:
 - i. a medical certificate from a certified medical practitioner indicating the Officer was or is unfit for work
 - ii. a statutory declaration in regional areas located north of 26 degrees south latitude, which shall replace the requirement for a medical certificate for personal leave up to three consecutive shifts, provided such declaration includes the details of illness for which personal leave has been claimed.
- (b) Notwithstanding sub-clause 72.5(a)(ii), the Superintendent may accept an additional statutory declaration for a further two consecutive shifts where the Officer can demonstrate special circumstances.
- (c) Nothing in this sub-clause prevents inquiries and recommendations being made by the Department under clause 73 – Absenteeism Management and clause 74 – Suspected Misuse of Personal Leave Provisions.
- (d) Primary carer leave – a signed statutory declaration outlining the name of the person requiring care, the Officer’s relationship to that person, the reasons for taking leave, and the estimated period of absence.
- (e) Unanticipated matters of a compassionate or pressing nature – a signed statutory declaration outlining the nature of the unanticipated occurrence and stipulating the relationship of the Officer to that situation.
- (f) Planned personal leave – a signed statutory declaration outlining the nature of the planned matter, and justifying the requirement for the Officer to take personal leave as a result.

72.6 Notwithstanding sub-clause 72.5, it is at the discretion of the Superintendent as to whether the evidence provided by an Officer is satisfactory, and the Superintendent may require additional evidence.

72A. Entitlement to Family and Domestic Violence Leave

72A.1 An Officer may submit a leave application to deal with matters related to family and domestic violence in accordance with clauses 72A-72D.

72A.2 Matters related to domestic violence may include (but are not limited to) attendance at medical appointments, legal proceedings, and other circumstances of a compassionate or pressing nature related to family and/or domestic violence which may arise without notice and require immediate attention.

72A.3 The Department may request evidence that would satisfy a reasonable person in support of an application made under this clause.

72A.4 Notwithstanding sub-clause 72A.3, parties acknowledge that an Officer impacted by family and domestic violence may not be in a position to provide documented evidence.

72A.5 The Department should not unreasonably refuse leave related to family and domestic violence in the absence of documented evidence.

72B. Access to Paid Family and Domestic Violence Leave

72B.1 Subject to the Department’s approval of the application, an Officer may access the following paid leave in accordance with the relevant provisions of the Agreement:

- (i) personal leave;

- (ii) accrued annual leave; and
- (iii) accrued long service leave.

72C. Access to Unpaid Family and Domestic Violence Leave

72C.1 Where an Officer has exhausted all paid leave entitlements, the Department may grant leave without pay for family and domestic violence purposes.

72D. Other Conditions Related to Family and Domestic Violence Leave

72D.1 Personal information related to family and domestic violence will be kept confidential by the Department.

72D.2 Where there is a risk to the health or safety of an Officer who is experiencing or has experienced family and domestic violence, the Department may, where appropriate, facilitate flexible working arrangements and/or enable workplace modifications including changes to the Officer's work location, telephone number and email address.

73. Absenteeism Management

73.1 Where the Department has raised and documented concerns with an Officer about the number and/or timing of his or her personal leave absences and provided the Officer the opportunity to respond to or explain the number of days/or pattern of leave, the Department may:

- (a) Notwithstanding sub-clause 72.4, require for the next three months the evidentiary requirements prescribed under sub-clause 72.5 whenever personal leave is taken.
- (b) Extend the period referred to under sub-clause 73.1 (a) for a further three month period should personal leave absences without clear explanation or evidentiary support continue.
- (c) Cancel or reduce the period referred to under sub-clauses 73.1 (a) and (b) where the matter is considered to have been resolved to the satisfaction of the Department.

73.2 Notifications to an Officer under sub-clause 73.1 shall be in writing.

73.3 Sub-clauses 73.1 and 73.2 shall not be applied where:

- (a) Officers have produced satisfactory evidence of an ongoing health problem for which he or she is taking personal leave; or
- (b) Officers have produced satisfactory evidence that a person in their care has an ongoing health problem for which he or she is taking primary carer leave.

73.4 To avoid doubt, the Department's powers in this clause are in addition to, and do not derogate from, the Department's powers in clause 72 – Application for Personal Leave.

74. Suspected Misuse of Personal Leave Provisions

74.1 Where the Department has received a complaint or has reason to believe that an Officer has taken personal leave without genuine cause or without providing satisfactory evidence, the Department may:

- (a) inquire into the matter; and/or
- (b) require an explanation in writing from the Officer concerned; and/or
- (c) conduct an interview with the Officer either at the Officer's home or place of work; and/or
- (d) direct the Officer to attend a medical practitioner nominated by the Department for a medical examination to determine the Officer's fitness for duty where appropriate; and/or

(e) refer the Officer to the Employee Welfare Services Branch for counselling.

74.2 The Department will provide the Officer with written reason(s) why the action(s) outlined in subclause 74.1 is to be taken.

74.3 Where it is reported that an absence is because of illness caused by the misconduct of the Officer, or the Officer fails without reasonable cause to attend a medical examination when directed by the Department, any fee for the examination must be deducted from the Officer's fortnightly pay and payment for personal leave will not be made.

74.4 An Officer who takes personal leave without genuine cause is guilty of serious misconduct.

74.5 If the Department is satisfied that an Officer has taken personal leave without genuine cause or acted in breach of personal leave provisions contained in this Agreement, the Department will:

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

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

(c) recommend to the Deputy Commissioner Adult Justice Services that the Officer be given a compulsory Transfer to another Prison; and/or

(d) recommend to the Deputy Commissioner Adult Justice Services that the Officer be examined in accordance with Regulation 5 of the *Prison Regulations 1982* (WA); and/or

(e) initiate disciplinary proceedings under Part 10 of the *Prisons Act 1981* (WA).

75. Portability of Personal Leave

75.1 Where an Officer who has retired from the Department on medical grounds resumes duty, the Officer's accrued personal leave as at the date of retirement will be reinstated. This provision does not apply to an Officer who has resigned from the Department and is subsequently reappointed.

75.2 If not more than one week prior to commencing employment with the Department an Officer was employed in the service of:

(a) the Commonwealth Government of Australia; or

(b) any other State or Territory Government of Australia; or

(c) a Public Sector Body;

the Department will credit the Officer with additional accrued personal leave equivalent to the amount of accrued personal leave held by the Officer at the date he or she ceased the previous employment. The maximum break in employment may exceed one week, provided that the period in excess of one week does not exceed the amount of accrued and pro rata annual leave paid out at the date the Officer ceased employment with his or her previous employer.

76. Personal Leave and Other Leave Entitlements

76.1 Personal leave shall not be debited for Public Holidays which the Officer would have observed.

76.2 Subject to subclause 76.3, an Officer shall not be entitled to take personal leave while on any period of parental leave, leave without pay, annual leave or long service leave.

76.3 Where an Officer is ill during the period of annual leave, and produces medical evidence that demonstrates to the satisfaction of the Department that the Officer was confined to their place of Residence or a hospital for a period of more than seven days, the Department will allow the Officer to substitute the annual leave with accrued personal leave for the period during which he or she was confined.

76.4 Where an Officer is ill during a period of long service leave, and produces medical evidence that demonstrates to the satisfaction of the Department that the Officer was confined to their place of Residence or a hospital for a period of at least 14 days, the Department may allow the Officer to substitute long service leave with accrued personal leave.

77. Medical Travel Leave for Regional Officers

77.1 An Officer, other than an Officer engaged on a casual or part time basis, whose Headquarters is located in a regional area and who requires medical attention in Western Australia located 240km or more from their Headquarters, will be entitled to medical travel leave of paid travel time undertaken during the Officer's rostered working hours up to 40 hours per Leave Year (Personal Leave).

77.2 An Officer engaged on a part time basis shall be entitled to medical travel leave on a pro rata basis of their hours worked per week relative to the ordinary hours of work of Officers employed on a full time basis (i.e. 40 hours).

77.3 The Department may approve additional paid medical travel leave for an Officer to attend a medical facility in Western Australia provided that he or she can demonstrate to the satisfaction of the Department that the travel time is warranted.

77.4 The provisions of this clause are not available to Officers while on leave without pay.

78. Entitlement to Annual Leave

78.1 An Officer, other than an Officer engaged on a part time or casual basis, is entitled to five consecutive weeks' paid Ordinary Annual Leave for every Leave Year of continuous service with the Department which shall accrue pro rata on a weekly basis.

78.2 An Officer, other than an Officer engaged on a part time or casual basis, whose Headquarters is in an area north of 26 degrees south latitude shall receive one additional week's paid annual leave for every Leave Year of continuous service which shall accrue pro rata on a weekly basis.

78.3 An Officer, other than an Officer engaged on a part time or casual basis or undertaking ELTP, who is rostered to work 11 Sundays or Public Holidays (not including Overtime) shall receive an additional one week's paid annual leave for every Leave Year of continuous service while so rostered which shall accrue pro rata on a weekly basis.

78.4 An Officer who is engaged on a part time basis shall accrue any annual leave for which he or she would be eligible if he or she were employed on a full time basis. Payment for annual leave will be made on a pro rata basis of his or her hours worked per week relative to the ordinary hours of work of Officers employed on a full time basis (i.e. 40 hours per week).

78.5 An Officer undertaking ELTP shall accrue annual leave on a pro rata basis of their ordinary working hours of 38 hours per week to the ordinary hours of work of an Officer employed on a full time basis (i.e. 40 hours per week).

78.6 An Officer whose employment terminates through no fault of their own shall be paid pro rata annual leave.

78.7 An Officer, whose employment terminates before accruing annual leave that has already been taken, must refund the value of the annual leave not accrued calculated at the rate of the Officer's Hourly Annualised Rate of Pay as at the date the annual leave was taken. No refund is required in the event of the death of an Officer.

79. Annual Leave Roster

79.1 The following annual leave rosters shall apply to all Officers who will be divided into groups. The actual annual leave dates may vary from Prison to Prison.

Southern Prisons (Eight Year Cycle)

	2013/ 2014	2014/ 2015	2015/ 2016	2016/ 2017	2017/ 2018	2018/ 2019	2019/ 2020	2020/ 2021
July	A	C	D	G	H	F	E	B
	B	D	C	H	G	E	F	A
	C	A	G	D	F	H	B	E
	D	B	H	C	E	G	A	F
Christmas	E	G	A	F	D	B	H	C
	F	H	B	E	C	A	G	D
	G	E	F	A	B	D	C	H
June	H	F	E	B	A	C	D	G

Northern Prisons (Six Year Cycle)

	2013/ 2014	2014/ 2015	2015/ 2016	2016/ 2017	2017/ 2018	2018/ 2019
July	B	C	D	F	A	E
	C	B	F	D	E	A
	E	D	C	A	F	B
Christmas	A	F	B	E	D	C
	D	E	A	C	B	F
June	F	A	E	B	C	D

79.2 The leave roster shall commence on a date each Leave Year agreed between the parties and shall continue in the order shown for the Leave Year with each group commencing at six or eight week intervals. An Officer who commences employment subsequent to the introduction of the leave roster shall be allocated to a group and shall have the option of taking the balance of the year's annual leave in advance in addition to taking his or her annual leave already accrued.

79.3 An Officer's position on the leave roster will be confirmed in writing in an Annual Leave Letter on commencement at a Prison.

79.4 An Officer who has special reasons for doing so may apply to the Department in writing, to take annual leave at a time other than as set out in the leave roster. If the application is approved a new date for the commencement of the annual leave must be agreed in writing at the time the application is made. If the application is approved the Officer will be deemed to have taken the leave in accordance with the leave roster.

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

80. Annual Leave Letter Procedures for Transfers and Promotions

80.1 An Officer who is Transferred or promoted to another Prison shall be allocated a new Annual Leave Letter where there is an irresolvable conflict between that Prison's established leave roster and the Officer's original Annual Leave Letter, provided that:

- (a) the Officer was notified of the conflict before the Transfer or promotion; and
- (b) the Department, before issuing the new Annual Leave Letter, takes into consideration travel bookings, travel deposits paid and any other circumstances which makes it imperative for the Officer to take his or her annual leave at the time prescribed by his or her original Annual Leave Letter.

80.2 The allocation of a new Annual Leave Letter that places an Officer with an immediate second annual leave period in the same Leave Year is to be avoided.

81. Single Days Annual Leave

- 81.1 Subject to the approval of the Department, an Officer shall be entitled to take up to five shifts of accrued annual leave as single days of leave each Leave Year.
- 81.2 Any shortfall on the Roster created by approval of single days of annual leave shall be covered by:
- (a) the Officer requesting the single annual leave day under a Repay Agreement;
 - (b) another Officer utilised from the normal or supplementary Roster staffing levels identified by local agreement between the parties;
 - (c) another Officer surplus or additional to that day's normal Roster staffing level requirement; or
 - (d) another Officer performing the rostered shift on Overtime.
- 81.3 If the Department is unable to obtain an Officer to perform the Overtime required, approval of the application for a single day's annual leave may be withheld.
- 81.4 Once an Officer is redeployed to cover an absence caused by granting a single day's annual leave, his or her rostered hours cannot be changed.
- 81.5 If the Department agrees to an Officer's request that a single annual leave day be taken under a Repay Agreement, the Repay Day must be set at the time of request and be no later than the date upon which the Officer's annual leave is rostered to commence. If a date is not agreed the Repay Day shall be repaid the next time Overtime is worked by the Officer.
- 81.6 In assessing applications for single annual leave days, the Department will take into consideration any previous failure to complete Repay Days or attend for a Shift Swap day.
- 81.7 An Officer proceeding on a single day's annual leave, other than under a Repay Agreement, shall complete shifts equivalent to the single annual leave day before commencement of his or her normal annual leave. The Officer's leave will be delayed for one rostered shift for each single day's annual leave taken. The Officer will be required to work on each of these days.
- (a) In cases where an Officer has taken four or five single days annual leave, the first three days shall be cleared by attending work on the first three days of the nominated leave period with one day break before attending work to clear the remaining work obligation.
 - (b) If the Officer is on days off immediately prior to the nominated day for the commencement of leave, the four or five days' work obligation may be satisfied by working those shifts on consecutive days.

82. Cashing Out Annual Leave

- 82.1 Officers may, by agreement with the Department, cash out any period of accrued annual leave provided the Officer has taken or proceeds on three weeks' rostered annual leave in that Leave Year.

83. Annual Leave Loading

- 83.1 Officers working Mondays to Fridays shall be paid an annual leave loading equivalent to 17.5% of the Officer's rate of pay when proceeding on annual leave.

83.2 Officers whose rate of pay includes a component for shift penalties that exceeds:

- (a) 17.5% of the Monday to Friday rate of pay; plus
- (b) the rate of pay for Public Holidays; and
- (c) are granted an additional week's pay;

shall not be entitled to annual leave loading.

83.3 Officers proceeding on annual leave whose rate of pay includes a component for shift penalties that is less than subclauses 83.2(a)-(c) shall be paid an allowance equal to the difference between those shift penalties and the loading prescribed in 83.1.

83.4 Payment of annual leave loading will not be made on additional leave granted for any other purpose (e.g. North annual leave or purchased leave).

83.5 A pro rata annual leave loading is payable on periods of approved Ordinary Annual Leave that are less than five weeks.

83.6 The maximum annual leave loading paid shall not exceed:

- (a) In the case of an Officer employed on a part time basis:

$$\frac{\text{Hours of work per fortnight}}{80} \times \frac{\text{Maximum loading payable if the Officer was engaged on a full time basis}}{1}$$

- (b) In the case of other Officers entitled to annual leave loading, the Average Weekly Total Earnings of all males in Western Australia as published by the Department of Commerce in the Annual Leave Loading Circular to Departments and Authorities immediately preceding that in which the annual leave commences.

83.7 Ordinary Annual Leave commencing in any Leave Year and extending without a break into the following Leave Year attracts the annual leave loading calculated on the rate of pay applicable on the day the Ordinary Annual Leave commenced.

83.8 The annual leave loading payable on approved accrued Ordinary Annual Leave shall be at the rate applicable at the date the Ordinary Annual Leave commenced.

83.9 The annual leave loading is calculated on the rate of an Officer's normal fortnightly rate of pay plus any allowances that are paid as a regular fortnightly or annual amount while the Officer is on Ordinary Annual Leave excluding shift allowances. Any allowance paid to an Officer for undertaking additional or higher level duties is only included if the allowance is payable during that period of Ordinary Annual Leave.

83.10 Annual leave loading shall be paid on any accrued or pro rata annual leave paid in lieu on the death or retirement of an Officer.

83.11 When an Officer resigns, ceases employment or is dismissed, annual leave loading shall be paid on any accrued annual leave paid to the Officer but not on any pro rata annual leave to which the Officer is entitled.

83.12 An Officer who has been permitted to proceed on annual leave and who ceases duty, other than because of the Officer's death, before completing the required continuous service to accrue the annual leave must refund the value of the annual leave loading paid for the annual leave not accrued.

84. Travelling Time for Officers Located in Regional Areas

84.1 An Officer, other than an Officer who is engaged on a casual basis, whose Headquarters is located above the 26 degrees south latitude and who proceeds on annual leave to a destination outside the geographical

region of their Headquarters shall be entitled to paid travelling time in accordance with the mode of travel chosen by the Department as follows:

Mode of travel chosen by Department	Travelling Time
Air	One day each way.
Road	Two and one half days each way.
Air and Road	Two and one half days each way.

84.2 An Officer, other than an Officer who is engaged on a casual basis, whose Headquarters is not located above 26 degrees south latitude but whose Headquarters is 240 km or more from the Perth Train Station and who travels to Perth for their annual leave will be entitled to up to one rostered shift of travelling time. This entitlement will apply where the Officer is rostered to work as part of the Officer's ordinary hours of work on a shift the date immediately prior to the commencement of annual leave or the date immediately after the completion of annual leave. An Officer will not be granted travelling time if he or she has swapped into the shift.

84.3 An Officer is only entitled to be paid travelling time once per Leave Year unless the Officer is rostered by their Annual Leave Letter to take annual leave twice in that Leave Year. An Officer who makes a request under subclause 79.4 and is subsequently rostered to take annual leave twice in the same Leave Year will not be entitled to the additional travelling time provided by this clause.

84.4 Travelling time, which is not taken in full when the Officer proceeds on annual leave in accordance with the Officer's leave roster, shall not accrue.

85. Eligibility for Maternity Leave

85.1 An Officer who is pregnant and employed on a permanent or a fixed-term basis or is an Eligible Casual Officer is entitled to unpaid maternity leave on the birth of a child.

85.2 The period of leave for an Officer employed on a fixed-term basis shall not extend beyond the term of that contract.

85.3 An Officer does not need to conclude their maternity leave and resume duty, to be eligible for subsequent periods of maternity leave, including paid maternity leave, in accordance with the provisions of this Agreement.

85.4 An Officer who is pregnant and who is employed on a permanent or on a fixed-term basis must have completed 12 months' continuous service in a Western Australian Public Sector Body immediately preceding the maternity leave in order to receive paid maternity leave.

85.5 Service performed by an Eligible Casual Officer for a public sector employer shall count as service for the purposes of determining 12 months' continuous service where:

- (a) the Eligible Casual Officer has become a permanent or fixed-term contract Officer with the same employer; and
- (b) the break between the period of eligible casual employment and permanent or fixed-term contract employment is no more than three months.

85.6 A pregnant Eligible Casual Officer is entitled to unpaid maternity leave only.

85.7 An Officer on a period of leave without pay unrelated to maternity leave, adoption leave or other parent leave must resume duties prior to being entitled to paid maternity leave.

86. Notice Requirements for Maternity Leave

86.1 An Officer who is eligible for maternity leave shall give at least eight weeks' written notice of:

- (a) her intention to proceed on paid or unpaid maternity leave;
- (b) the date she proposes to commence paid or unpaid maternity leave; and

- (c) the period of leave to be taken.
- 86.2 An Officer who has given the Department notice of their intention to take maternity leave shall provide the Department with a medical certificate from a registered medical practitioner naming the Officer, confirming the pregnancy and the estimated date of birth.
- 86.3 An Officer is not in breach of this clause by failing to give the required period of notice if such failure is due to the birth of the child taking place prior to the date the Officer had intended to proceed on maternity leave.
- 86.4 An Officer proceeding on maternity leave may elect to take a shorter period of maternity leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four weeks' written notice is provided.
- 87. Entitlement to Maternity Leave**
- 87.1 Subject to the requirements of this clause an eligible Officer is entitled to 52 weeks unpaid maternity leave.
- 87.2 Subject to the requirements of this clause an eligible Officer is entitled to 14 weeks paid maternity leave that will form part of the 52 week unpaid entitlement.
- 87.3 The 14 week period of paid maternity leave is inclusive of any Public Holidays falling within that time.
- 87.4 The period of paid maternity leave can be extended by the Officer taking double the leave on a half-pay basis and its effect is in accordance with clause 97 – Effect of maternity leave on the Contract of Employment.
- 87.5 An Officer must take maternity leave in one continuous period except that:
- (a) Paid maternity leave may be taken in more than one continuous period where Officer meets the requirements of sub-clause 88.4.
 - (b) Maternity leave may be taken in more than one continuous period where the Officer undertakes special temporary employment in accordance with clause 95 – Employment during Unpaid Maternity Leave.
- 87.6 Except for leave provided under clause 110 – Entitlement to Partner Leave, only one parent can proceed on maternity, adoption or other parent leave at any one time.
- 87.7 Where less than 52 weeks' maternity leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- 87.8 Where both parents are employed in the WA Public Sector:
- (a) an entitlement to paid or unpaid maternity leave, adoption leave or other parent leave or parental leave provided for by another industrial agreement can be shared; and
 - (b) the entitlement provided to the Officers shall not exceed the paid maternity, adoption or other parent leave quantum for one Officer or its half-pay equivalent.
 - (c) the Officers may only proceed on paid and/or unpaid maternity, adoption or other parent leave at the same time in exceptional circumstances with the approval of the Department or as provided for under sub-clause 88.4. This does not prevent an Officer from taking paid or unpaid partner leave as prescribed by this Agreement.

88. Payment for Paid Maternity Leave

- 88.1 A full time Officer proceeding on paid maternity leave is to be paid the applicable ordinary pay at the time of commencement of maternity leave. Shift and weekend penalty payments and higher duties allowances are not payable during paid maternity leave.
- 88.2 Payment for an Officer employed on a part time basis is to be determined according to an average of the hours worked by the Officer over the preceding 12 months; or their ordinary working hours at the time of commencement of maternity leave, exclusive of shift and weekend penalties and higher duties allowances, whichever is greater.
- 88.3 An Officer may elect to receive pay in advance for the period of paid maternity leave at the time the maternity leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid maternity leave.
- 88.4 An Officer is entitled to remain on paid maternity leave if the pregnancy results in other than a live child; or the Officer is incapacitated following the birth of the child; or the child dies or is hospitalised such that the Officer or the Officer's Partner is not providing principal care to the child.
- 88.5 Where an Officer is on a period of half pay maternity leave and their employment is terminated through no fault of the Officer, the Officer shall be paid out any period of unused paid maternity leave equivalent to the period of leave the Officer would have accessed had they been on full pay maternity leave when their termination occurred.
- 88.6 An Officer eligible for a subsequent period of paid maternity leave shall be paid the maternity leave as follows:
- (a) according to the Officer's status, Classification and ordinary working hours at the time of commencing the original period of paid maternity leave; and
 - (b) not affected by any period of special temporary employment undertaken in accordance with clause 95 – Employment during Unpaid Maternity Leave.

89. Commencement of Maternity Leave

- 89.1
- (a) The period of paid leave can commence up to six weeks prior to the expected date of birth of the child.
 - (b) The period of unpaid leave can commence up to six weeks prior to the expected date of birth of the child or earlier if the Department and Officer so agree, but must not start later than the birth of the child.
- 89.2 If the Department has reason to believe that the continued performance of duties by a pregnant Officer renders danger to herself, fellow Officers or the public, the Officer may be required to obtain and provide a medical certificate stating that the Officer is fit to work in her present position for a stated period.
- 89.3 The Department shall pay the fee for any such examination.
- 89.4 Where an Officer is deemed to be unfit to work in her present position, the provisions of clause 90 – Modification of Duties and Transfer to a Safe Job may apply.
- 89.5 Where the pregnancy of an Officer terminates other than by the birth of a living child, not earlier than 20 weeks before the expected date of the birth, the entitlement to paid maternity leave remains intact. Such paid maternity leave cannot be taken concurrently with any paid personal leave taken in this circumstance.
- 89.6 The period of paid maternity leave must be concluded within 12 months of the birth of the child.
- 89.7 The Department may, in exceptional circumstances, allow an Officer to take paid maternity leave that will result in the Officer being on paid maternity leave more than 12 months after the birth of the child.

89.8 The Department may require evidence that would satisfy a reasonable person that the circumstances warrant allowing the Officer to take their period of paid maternity leave such that it would result in the Officer being on paid maternity leave more than 12 months after the birth of the child.

90. Modification of Duties and Transfer to a Safe Job

90.1 A pregnant Officer may work part time in one or more periods whilst she is pregnant where she provides the Department with a medical certificate from a medical practitioner advising that part time employment is, because of her pregnancy, necessary or preferable.

90.2 The terms of part time employment undertaken in accordance with this clause shall be in writing.

90.3 Such employment shall be in accordance with clause 11 – Part Time Employment.

90.4 In the absence of an alternative requirement, and unless otherwise agreed between the Department and Officer, an Officer shall provide the Department with four weeks' written notice of an intention to:

- (a) vary part time work arrangements made under this clause; or
- (b) revert to full time employment during the Officer's pregnancy.

An Officer reverting to full time employment will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the Officer's skill and abilities as the substantive position held immediately prior to undertaking part time employment.

90.5 If an Officer gives the Department a medical certificate from a medical practitioner, or some other form of evidence that would satisfy a reasonable person, and it contains a statement to the effect that the Officer is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:

- (a) illness, or risks, arising out of her pregnancy; or
- (b) hazards connected with that position;

then the Department must modify the duties of the position or alternatively Transfer the Officer to a safe job at the same Classification level for the period during which she is unable to continue in her present position.

90.6 If the Department does not think it to be reasonably practicable to modify the duties of the position or Transfer the Officer to a safe job:

- (a) The Officer, including an Eligible Casual Officer, is entitled to be absent from the workplace on full pay for the period during which she is unable to continue in her present position.
- (b) The Officer shall be paid the amount she would reasonably have expected to be paid if she had worked during that period.
- (c) An entitlement to be absent from the workplace on full pay is in addition to any leave entitlement the Officer has.
- (d) An entitlement to be absent from the workplace on full pay ends at the earliest of whichever of the following times is applicable:
 - (i) the end of the period stated in the medical certificate;
 - (ii) if the Officer's pregnancy results in the birth of a living child – the end of the day before the date of birth; or
 - (iii) if the Officer's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

91. Interaction of Maternity Leave with Other Leave Entitlements

- 91.1 An Officer proceeding on unpaid maternity leave may elect to substitute any part of that leave with accrued annual leave and/or accrued long service leave.
- 91.2 Where annual leave and/or long service leave is substituted that leave shall form part of the 52 weeks' maternity leave entitlement.
- 91.3 Personal leave is not payable on a period of paid or unpaid maternity leave.

92. Extended Unpaid Maternity Leave

- 92.1 An Officer is entitled to apply for leave without pay following maternity leave ("extended unpaid maternity leave") to extend their leave by up to two years. Approval for an extension to unpaid maternity leave will be subject to all other available leave entitlements being exhausted.
- 92.2 Where both parents work for the WA Public Sector the total combined period of extended unpaid maternity, adoption and extended other parent leave shall not exceed two years.
- 92.3 The Department is to agree to a request for extended unpaid maternity leave unless:
- (a) the Department is not satisfied that the request is genuinely based on the Officer's parental responsibilities; or
 - (b) agreeing to the request would have an adverse impact on the conduct of operations or business of the Department and those grounds would satisfy a reasonable person.
- 92.4 The Department is to give the Officer written notice of the Department's decision on a request for extended unpaid maternity leave. If the request is refused, the notice is to set out the reasons for the refusal.
- 92.5 An Officer who believes their request for extended unpaid maternity leave has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Department to demonstrate that the refusal was justified in the circumstances.

93. Communication during Maternity Leave

- 93.1 If the Department makes a decision that will have a significant effect on the status, responsibility level, pay or location of an Officer's position whilst on maternity leave, the Department must take all reasonable steps to give the Officer information about, and an opportunity to discuss, the effect of the decision on that position.
- 93.2 An Officer shall also notify the Department of changes of address or other contact details that might affect the Department's capacity to comply with this clause.

94. Replacement Officer

- 94.1 Prior to engaging a replacement Officer, the Department shall inform the replacement person of:
- (a) the temporary nature of the employment;
 - (b) the entitlements relating to the return to work of the Officer on maternity leave or that Officer's capacity to undertake special temporary employment during their period of unpaid maternity leave; and
 - (c) any consequences for the replacement Officer should the Officer on maternity leave return early from leave or seek an extension to that period of maternity leave.
- 94.2 A replacement Officer may be employed part time. Such employment shall be in accordance with clause 11 – Part Time Employment.

95. Employment During Unpaid Maternity Leave

- 95.1 Notwithstanding any other provision of the maternity leave provisions of this Agreement, an Officer may be employed by the Department in special temporary employment provided that:
- (a) both parties agree in writing to the special temporary employment;
 - (b) Officers are only employed on a temporary basis in connection with their substantive office, post or position;
 - (c) any such period of service shall not change the Officer's employment status in regard to their substantive employment; and
 - (d) any period of special temporary employment shall count as qualifying service for all purposes under this Agreement.
- 95.2 The provisions of this clause only apply to employment during unpaid maternity leave, and extended unpaid maternity leave taken in conjunction with maternity leave as provided for in clause 92 – Extended Unpaid Maternity Leave. The Department cannot engage an Officer in special temporary employment whilst the Officer is on a period of paid maternity leave, annual leave, or long service leave taken concurrently with a period of unpaid maternity leave.
- 95.4 For every period of special temporary employment, the following records must be kept:
- (a) the agreement made between the parties for the periods of special temporary employment;
 - (b) the dates of commencement and conclusion of each period of special temporary employment;
 - (c) the hours worked by the Officer during such periods; and
 - (d) the Classification in which the Officer is employed during such periods.
- 95.5 Subject to sub-clause 95.6, a period of special temporary employment shall be deemed to be part of the Officer's period of unpaid maternity leave or extended unpaid maternity leave as originally agreed to by the parties.
- 95.6 An Officer who immediately resumes unpaid maternity leave or extended unpaid maternity leave following the conclusion of a period of special temporary employment:
- (a) is entitled, on written notice, to extend their period of unpaid maternity leave or extended unpaid maternity leave by the period of time in which they were engaged in special temporary employment; and
 - (b) shall give not less than four weeks' notice in writing to the Department of the new date they intend to return to work and so conclude their period of maternity leave or extended unpaid maternity leave.
- 95.7 An Officer who does not immediately resume their period of unpaid maternity leave or extended unpaid maternity leave at the conclusion of a period of special temporary employment cannot preserve the unused portion of leave for use at a later date.

96. Return to work on conclusion of Maternity Leave

- 96.1 An Officer shall confirm their intention in writing to conclude their maternity leave not less than four weeks prior to the expiration of maternity leave or extended unpaid maternity leave.
- 96.2 An Officer on return to work following the conclusion of maternity leave or extended unpaid maternity leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the Officer's skill and abilities as the substantive position held immediately prior to proceeding on maternity leave.

- 96.3 Where an Officer was Transferred to a safe job or was absent from the workplace on full pay as provided for in clause 90 – Modification of Duties and Transfer to a Safe Job may apply the Officer is entitled to return to the position occupied immediately prior to the Transfer or their absence from the workplace on full pay.
- 96.4 An Officer may return on a part time or job share basis to the substantive position occupied prior to the commencement of leave or to a different position as determined by the Department at the same Classification level in accordance with the part time employment provisions of this Agreement.
- 96.5 An Officer who intends to return to work on a modified basis shall advise the Department of this intention by notice in writing not less than four weeks prior to the expiration of maternity leave or extended unpaid maternity leave.
- 96.6 An Officer may return on a modified basis that involves the Officer working on different days or at different times, or both; or on fewer days or for fewer hours or both, than the Officer worked immediately before starting maternity leave.
- 96.7 An Officer who has returned on a part time or modified basis may subsequently request permission from the Department to resume working on the same basis as the Officer worked immediately before starting maternity leave or full time work at the same Classification level.
- 96.8 The request must be in writing and must be made at least four weeks before the day on which the Officer wishes to resume working on the same basis as the Officer worked immediately before starting maternity leave or full time work at the same Classification level.
- 96.9 The Department is to agree to a request to revert unless there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the Department and those grounds would satisfy a reasonable person.
- 96.10 The Department is to give the Officer written notice of the Department's decision on a request to revert. If the request is refused, the notice is to set out the reasons for the refusal.
- 96.11 An Officer who believes their request to revert has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Department to demonstrate that the refusal was justified in the circumstances.
- 96.12 Department Requirement to Revert
- (i) If, on finishing maternity leave, an Officer has returned to work on a modified basis in accordance with sub-clause 96.4, the Department may subsequently require the Officer to resume working on the same basis as the Officer worked immediately before starting maternity leave.
 - (ii) A requirement can be made under sub-clause 96.12(i) only if:
 - (aa) the requirement is made on grounds relating to the adverse effect that the Officer continuing to work on a modified basis would have on the conduct of the operations or business of the Department; and those grounds would satisfy a reasonable person; or
 - (bb) the child has reached the compulsory education period as defined in section 6 of the *School Education Act 1999* (WA).

97. Effect of Maternity Leave on the Contract of Employment

- 97.1 Paid maternity leave will count as qualifying service for all purposes under this Agreement.
- 97.2 Qualifying service for any purpose under this Agreement is to be calculated according to the number of weeks of paid maternity leave that were taken at full pay or would have been had the Officer not taken paid maternity leave at half pay. Officers who take paid maternity leave on half pay do not accrue Agreement or other entitlements beyond those that would have accrued had they taken the leave at full pay.

- 97.3 Absence on unpaid maternity leave or extended unpaid maternity leave shall not break the continuity of service of Officers.
- 97.4 Where an Officer takes a period of unpaid maternity leave or extended unpaid maternity leave exceeding 14 calendar days in one continuous period, the entire period of such leave shall not be taken into account in calculating the period of service for any purpose under this Agreement. Periods of unpaid leave of 14 days or less shall, however, count for service.
- 97.5 An Officer on maternity leave may terminate employment at any time during the period of leave by written notice in accordance with clause 15 – Termination of Employment.
- 97.6 The Department shall not terminate the employment of an Officer on the grounds of the Officer's application for maternity leave or absence on maternity leave but otherwise the rights of the Department in respect of termination of employment are not affected.

98. Eligibility for Adoption Leave

Day Placement of a Child for the purposes of Adoption Leave means the earlier of the following days:

- (a) the day on which the Officer first takes custody of the child for the adoption; or
- (b) the day on which the Officer starts any travel that is reasonably necessary to take custody of the child for the adoption.

- 98.1 An Officer who is employed on a permanent or a fixed-term basis or who is an Eligible Casual Officer is entitled to 52 weeks' unpaid adoption leave on the placement of a child for adoption as provided for under this Agreement.
- 98.2 The period of leave granted to an Officer employed on a fixed-term basis shall not extend beyond the term of that contract.
- 98.3 An Officer is eligible, without concluding their adoption leave and resuming duty, for subsequent periods of adoption leave, including paid adoption leave, in accordance with the provisions of this Agreement.
- 98.4 An Officer employed on a permanent or fixed-term basis must have completed 12 months' continuous service in a Western Australian Public Sector Body immediately preceding the adoption leave in order to receive the forms of paid adoption leave provided for by this Agreement.
- 98.5 An Officer on a period of leave without pay unrelated to maternity leave, adoption leave or other parent leave must resume duties prior to being entitled to paid adoption leave in accordance with the eligibility requirements.
- 98.6 An Eligible Casual Officer is entitled to unpaid adoption leave as provided by this Agreement.

99. Entitlement to Adoption Leave

- 99.1 Subject to the requirements of this clause an eligible Officer is entitled to 52 weeks' unpaid adoption leave.
- 99.2 Subject to the requirements of this clause an eligible Officer is entitled to 14 weeks' paid adoption leave that will form part of the 52 week unpaid entitlement.
- 99.3 The 14 week period of paid adoption leave is inclusive of any Public Holiday falling within that time.
- 99.4 The period of paid adoption leave can be extended by the Officer taking double the leave on a half-pay basis and its effect is in accordance with clause 97 – Effect of Maternity Leave on the Contract of Employment.
- 99.5 An Officer must take adoption leave in one continuous period, except that:
- (a) Paid adoption leave may be taken in more than one continuous period where Officer meets the requirements of sub-clause 88.4.

- (b) Adoption leave may be taken in more than one continuous period where the Officer undertakes Special Temporary Employment in accordance with clause 95 – Employment During Unpaid Maternity Leave.
- 99.6 Except for leave provided under clause 110 – Entitlement to Partner Leave only one parent can proceed on maternity, adoption or other parent leave at any one time.
- 99.7 Where less than the 52 weeks’ adoption leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- 99.8 Where both parents are employed in the WA Public Sector:
- (a) an entitlement to paid or unpaid maternity leave, adoption leave or other parent leave or parental leave provided for by another industrial agreement can be shared;
 - (b) the entitlement provided to the Officers shall not exceed the paid maternity, adoption or other parent leave quantum for one Officer or its half pay equivalent; and
 - (c) the Officers may only proceed on paid and/or unpaid maternity, adoption or other parent leave at the same time in exceptional circumstances with the approval of the Department or as provided for under sub-clause 88.4. This does not prevent an Officer from taking paid or unpaid partner leave as prescribed by clause 110 – Entitlement to Partner Leave.

100. Payment for Paid Adoption Leave

- 100.1 An Officer proceeding on paid adoption leave is to be paid according to their relevant ordinary pay at the time of commencement of adoption leave. Shift and weekend penalty payments and higher duties allowances are not payable during paid adoption leave.
- 100.2 Payment for a part time Officer is to be determined according to an average of the hours worked by the Officer over the preceding 12 months, or their ordinary working hours at the time of commencement of adoption leave, exclusive of shift and weekend penalties and higher duties allowance, whichever is greater.
- 100.3 An Officer may elect to receive pay in advance for the period of paid adoption leave at the time the adoption leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid adoption leave.
- 100.4 Where an Officer is on a period of half pay adoption leave and their employment is terminated through no fault of the Officer, the Officer shall be paid out any period of unused paid adoption leave equivalent to the period of leave the Officer would have accessed had they been on full pay adoption leave when their termination occurred.
- 100.5 An Officer eligible for a subsequent period of paid adoption leave shall be paid the adoption leave as follows:
- (a) according to the Officer’s status, Classification and ordinary working hours at the time of commencing the original period of paid adoption leave; and
 - (b) not affected by any period of special temporary employment undertaken in accordance with clause 95 – Employment During Unpaid Maternity Leave.
- 100.6 An Eligible Casual Officer is not entitled to paid adoption leave.
- 100.7 An Officer is not entitled to adoption leave unless the child that is, or is to be, placed with the Officer for adoption:
- (a) is, or will be, under 16 years old as at the day of placement, or the expected day of placement, of the child; and

- (b) has not, or will not have, lived continuously with the Officer for a period of six months or more as at the day of placement, or the expected day of placement, of the child; and
 - (c) is not (otherwise than because of the adoption) a child or stepchild of the Officer or the Officer's Partner.
- 100.8 An Officer seeking to adopt a child is entitled to two days' unpaid leave to attend interviews or examinations required for the adoption procedure. An Officer working or residing outside of the Perth Metropolitan Area is entitled to an additional day's unpaid leave. The Officer may take any paid leave entitlement to which the Officer is entitled to in lieu of this leave.
- 100.9 If an application for adoption leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid adoption leave is terminated. Officers may take any other paid leave entitlement to which they are entitled in lieu of the terminated adoption leave or return to work.
- 100.10 Where less than the 52 weeks' adoption leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.

101. Commencement of Adoption Leave

- 101.1 An eligible Officer can commence adoption leave from the day of placement of the child.
- 101.2 The period of paid adoption leave must conclude within 12 months of the Day of Placement except under exceptional circumstances as provided under clause 89 – Commencement of Maternity Leave but as it relates to Adoption Leave.

102. Notice and Variation Requirements for Adoption Leave

- 102.1 An Officer shall give no less than eight weeks' written notice to the Department of:
- (a) the date the Officer proposes to commence paid or unpaid adoption leave; and
 - (b) the period of leave to be taken.
- 102.2 An Officer is not in breach of this clause by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
- 102.3 An Officer proceeding on adoption leave may elect to take a shorter period of adoption leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four weeks' written notice is provided.

103. Maternity Leave Provisions which Apply to Adoption Leave

- 103.1 The following provisions in relation to maternity leave have application to adoption leave:
- (a) Clause 91 – Interaction of Maternity Leave with Other Leave Entitlements.
 - (b) Clause 92 – Extended Unpaid Maternity Leave.
 - (c) Clause 93 – Communication During Maternity Leave.
 - (d) Clause 94 – Replacement Officer.
 - (e) Clause 95 – Employment During Unpaid Maternity Leave.
 - (f) Clause 96 – Return to Work on Conclusion of Maternity Leave.
 - (g) Clause 97 – Effect of Maternity Leave on the Contract of Employment.

104. Eligibility for Other Parent Leave

Other Parent for the purposes of Other Parent Leave: may or may not be the biological parent; does not necessarily have to be the Partner of the birth parent; and is the Primary Care Giver of the child.

Primary Care Giver (for the purposes of Other Parent Leave) means an Officer who assumes the principal role for the care of a child newly born to the Officer or the Officer's Partner or a child newly placed with the Officer with a view to child being adopted by the Officer who is not the natural child or the stepchild of the Officer or the Officer's Partner; is under the age of five; and has not lived continuously with the Officer for at least six months.

- 104.1 An Officer, other than an Officer entitled to paid maternity leave or adoption leave, who is:
- (a) employed on a permanent or fixed-term basis or who is an Eligible Casual Officer; and
 - (b) is the other parent and Primary Care Giver of a child under the age of 12 months or newly adopted child;
- shall be entitled to other parent leave.
- 104.2 Only one person can be the Primary Care Giver of the child at any one time.
- 104.3 The Department may require an Officer to provide confirmation of their Primary Care Giver status with evidence that would satisfy a reasonable person.
- 104.4 An Officer employed on a fixed-term basis shall have the same entitlement to other parent leave; however, the period of leave granted shall not extend beyond the term of that contract.
- 104.5 An Officer is eligible, without concluding their other parent leave and resuming duty, for subsequent periods of other parent leave, including paid other parent leave, in accordance with the provisions of this clause.
- 104.6 An Officer employed on a permanent or fixed-term basis must have completed 12 months' continuous service in a Western Australian Public Sector Body immediately preceding the other parent leave in order to receive the forms of paid leave as provided for by this clause.
- 104.7 An Officer on a period of leave without pay unrelated to maternity leave, adoption leave or other parent leave must resume duties prior to being entitled to paid other parent leave in accordance with the eligibility requirements.

105. Entitlement to Other Parent Leave

- 105.1 An eligible Officer who is employed on a permanent or fixed-term basis or who is an Eligible Casual Officer is entitled to 52 weeks' unpaid other parent leave.
- 105.2 An eligible Officer, other than a Eligible Casual Officer is entitled to 14 weeks' paid other parent leave that will form part of the 52 week unpaid entitlement.
- 105.3 An Eligible Casual Officer is entitled to unpaid other parent leave only.
- 105.4 The 14 week period of paid other parent leave is inclusive of any Public Holidays falling within that time.
- 105.5 The period of paid other parent leave can be extended by the Officer taking double the leave on a half-pay basis and in its effect is in accordance with clause 97 – Effect of Maternity Leave on the Contract of Employment.
- 105.6 An Officer must take other parent leave in one continuous period with the exception of Special Temporary Employment pursuant to clause 95 – Employment During Unpaid Maternity Leave.
- 105.7 Except for leave provided under clause 110 – Entitlement to Partner Leave only one parent can proceed on maternity, adoption or other parent leave at any one time.

- 105.8 Where less than the 52 weeks' other parent leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- 105.10 If both parents work in the public sector and the mother is able to remain on paid maternity leave despite her incapacity to be her child's Primary Care Giver, the Officers may choose which parent will access the paid leave:
- (a) If the mother chooses to remain on paid maternity leave, the Other Parent may access unpaid other parent leave for the period they are their child's Primary Care Giver;
 - (b) If the Other Parent chooses to be the Primary Care Giver of the child and accesses paid other parent leave the mother may access unpaid maternity leave; and
 - (c) Where the other parent accesses paid leave in accordance with this sub-clause, the mother is entitled to resume paid maternity leave if/when she becomes her child's Primary Care Giver, subject to the provisions of this sub-clause.

106. Payment for Paid Other Parent Leave

- 106.1 An Officer, other than an Officer employed on a part time basis, proceeding on paid other parent leave is to be paid at the relevant ordinary pay at the time of commencement of other parent leave. Shift and weekend penalty payments and higher duties allowance is not payable during paid other parent leave.
- 106.2 Payment for an Officer employed on a part time basis is to be determined according to an average of the hours worked by the Officer over the preceding 12 months; or their ordinary working hours at the time of commencement of other parent leave, exclusive of shift and weekend penalties and higher duties allowance, whichever is greater.
- 106.3 An Officer may elect to receive pay in advance for the period of paid other parent leave at the time the other parent leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid other parent leave.
- 106.4 An Officer is entitled to remain on paid other parent leave if the pregnancy results in other than a live child; or the mother is incapacitated following the birth of the child; or the child dies or is hospitalised such that the Officer or the Officer's Partner is not providing principal care to the child.
- 106.5 Where an Officer is on a period of half pay other parent leave and their employment is terminated through no fault of the Officer, the Officer shall be paid out any period of unused paid other parent leave equivalent to the period of leave the Officer would have accessed had they been on full pay other parent leave when their termination occurred.
- 106.6 An Officer eligible for a subsequent period of paid other parent leave shall be paid the other parent leave as follows:
- (a) according to the Officer's status, Classification and ordinary working hours at the time of commencing the original period of paid other parent leave; and
 - (b) not affected by any period of special temporary employment undertaken in accordance with clause 95 – Employment during Unpaid Maternity Leave.
- 106.7 Where less than the 52 weeks' other parent leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- 106.8 An Eligible Casual Officer is not entitled to paid other parent leave.

107. Commencement of Other Parent Leave

- 107.1 An eligible Officer identified as the Primary Care Giver of the child can commence other parent leave from the child's birth date or placement, or a later date nominated by the Officer.
- 107.2 The period of paid other parent leave must conclude within 12 months of the birth or placement of the child except under exceptional circumstances as per clause 89 – Commencement of Maternity Leave, but as it relates to other parent leave.

108. Notice and Variation Requirements for Other Parent Leave

- 108.1 An Officer shall give no less than eight weeks' written notice to the Department of:
- (a) the date the Officer proposes to commence paid or unpaid other parent leave; and
 - (b) the period of leave to be taken.
- 108.2 An Officer is not in breach of this clause by failing to give the required period of notice if such failure is due to the requirement of the Officer to take on the role of Primary Care Giver due to the birth parent or other adoptive parent being incapacitated to take on the principal caring role. In such circumstances the Officer shall give notice as soon as reasonably possible.
- 108.3 The granting of leave under this clause is subject to the Officer providing the Department with evidence that would satisfy a reasonable person detailing the reasons for and the circumstances under which the leave application is made and the relationship the Officer has with the child.
- 108.4 An Officer proceeding on other parent leave may elect to take a shorter period of other parent leave to that provided by this Agreement and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four weeks' written notice is provided.

109. Maternity Leave Provisions Which Apply to Other Parent Leave

- 109.1 The following provisions in relation to maternity leave have application to other parent leave:
- (a) Clause 91 – Interaction of Maternity Leave with Other Leave Entitlements.
 - (b) Clause 92 – Extended Unpaid Maternity Leave.
 - (c) Clause 93 – Communication During Maternity Leave.
 - (d) Clause 94 – Replacement Officer.
 - (e) Clause 95 – Employment During Unpaid Maternity Leave.
 - (f) Clause 96 – Return to Work on Conclusion of Maternity Leave.
 - (g) Clause 97 – Effect of Maternity Leave on the Contract of Employment.

110. Entitlement to Partner Leave

- 110.1 An Officer who is not taking maternity leave, adoption leave or other parent leave is entitled to one week's partner leave as prescribed by this clause in respect of the:
- (a) birth of a child to the Officer's Partner; or
 - (b) adoption of a child who is not the child or the stepchild of the Officer and/or the Officer's Partner; is under the age of 16 and has not lived continuously with the Officer for six months or longer.
- 110.2 Subject to available credits, the entitlement to one week's partner leave may be taken as:

- (a) paid personal leave;
- (b) paid annual and/or long service leave; and
- (c) unpaid partner leave.

110.3 An Officer may access their accrued personal leave, subject to the requirements of the *Minimum Conditions of Employment Act 1993* (WA) being met. That is, a minimum of 80 hours personal leave must be kept available for an Officer to access for the purposes of an Officer's entitlement to paid leave for illness or injury or carer's leave.

110.4 An Eligible Casual Officer is only entitled to unpaid partner leave.

110.5 Partner leave must be taken immediately following the birth or, in the case of adoption, the Placement of the Child.

Subject to sub-clause 110.6, the taking of partner leave by an Officer shall have no effect on their or their Partner's entitlement, where applicable, to access paid maternity leave, paid adoption leave and paid other parent leave as provided by this Agreement.

110.6 Where applicable, unpaid partner leave taken by an Officer shall be counted as part of the Officer's unpaid maternity leave, adoption leave or other parent leave entitlement.

110.7 Any Public Holidays that fall during partner leave shall be counted as part of the partner leave and do not extend the period of partner leave.

111. Right to Request Additional Unpaid Partner Leave

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

(b) An Officer is entitled to request an extension to the period of partner leave up to a maximum of eight weeks. The additional weeks shall be unpaid and the eight week maximum is inclusive of any period of partner leave already taken in accordance with sub-clause 110.2.

111.2 (a) The extended unpaid partner leave may be taken in separate periods, but, unless the Department agrees, each period must not be shorter than two weeks. (b) The period of extended unpaid partner leave must be concluded within twelve months of the birth of the child.

111.3 The Department is to agree to an Officer's request to extend their unpaid partner leave unless:

(a) having considered the Officer's circumstances, the Department is not satisfied that the request is genuinely based on the Officer's parental responsibilities; or

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

- (i) cost;
- (ii) lack of adequate replacement staff;
- (iii) loss of efficiency; and
- (iv) impact on the production or delivery of products or services by the Department.

111.4 The Department is to give the Officer written notice of the Department's decision on a request to extend their unpaid partner leave. If the Officer's request is refused, the notice is to set out the reasons for the refusal.

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

111.6 Where the Department agrees to an Officer's request to extend their period of unpaid partner leave the Department must allow an Officer to elect to substitute any part of that period of unpaid partner leave with accrued annual leave and/or long service leave.

111.7 An Officer on unpaid partner leave is not entitled to paid personal leave.

112. Notice of Partner Leave

112.1 The Officer shall give not less than four weeks' notice in writing to the Department of the date the Officer proposes to commence partner leave, stating the period of leave to be taken.

112.2 An Officer who has given the Department notice of their intention to take partner leave shall provide the Department with a medical certificate from a registered medical practitioner naming the Officer, or the Officer's Partner, confirming the pregnancy and the estimated date of birth.

113. Effect of Partner Leave on the Contract of Employment

113.1 The provisions of clause 97 – Effect of Maternity Leave on the Contract of Employment concerning the effect of maternity leave on the contract of employment shall apply to Officers accessing partner leave with such amendment as necessary.

114. Grandparental Leave

114.1 For the purposes of this clause a 'Primary Care Giver of Grandchild' means an Officer who will assume the principal role for the care of a grandchild during the Officer's ordinary hours of work.

114.2 Subject to operational requirements, an Officer, other than an Officer engaged on a casual basis, can access up to 52 weeks' continuous unpaid grandparental leave in respect of the:

- (a) birth of a grandchild of the Officer; or
- (b) adoption of a grandchild of the Officer, being a child who is not the natural grandchild or grand-stepchild of the Officer, is under the age of 16 and has not lived continuously with its adoptive parents for six months or longer;

if the Officer is or will be the Primary Care Giver of a Grandchild.

114.3 The Department may require an Officer to provide evidence that would satisfy a reasonable person of their status as a Primary Care Giver of a Grandchild.

114.4 Commencement of unpaid grandparental leave may occur any time within 24 months following the birth or placement of the Officer's grandchild.

114.5 An Officer shall give at least four weeks' notice in writing to the Department of the date the Officer proposes to commence unpaid grandparental leave, stating the period of leave to be taken.

114.6 An Officer may request to take grandparental leave on a part time basis provided:

- (a) the Officer is the Primary Care Giver of the Grandchild on those days for which care is provided by the Officer and
- (b) the Officer's leave concludes no later than 52 weeks after the commencement of the period of grandparental leave.

114.7 The following provisions in relation to parental leave shall apply to grandparental leave with such amendment as is necessary:

- (a) Clause 93 – Communication During Maternity Leave.

- (b) Clause 94 – Replacement Officer.
- (c) Clause 96 – Return to Work on Conclusion of Maternity Leave.
- (d) Clause 97 – Effect of Maternity Leave on the Contract of Employment

115. Entitlement to Long Service Leave

- 115.1 An Officer who has completed a period seven years of continuous service shall be entitled to 13 weeks paid long service leave on full pay.
- 115.2 An Officer is entitled to an additional 13 weeks paid long service leave for each subsequent period of seven years continuous service.
- 115.3 An Officer employed on a part time basis shall be paid long service leave on a pro rata basis according to the hours worked by the Officer during the accrual period.
- 115.4 For the purpose of determining an Officer's long service leave entitlement, 'continuous service' includes any period during which the Officer is absent on paid leave, but does not include:
 - (a) any period exceeding two weeks during which the Officer is absent on leave without pay or unpaid parental leave, except where leave without pay is approved for the purpose of fulfilling an obligation by the Government of Western Australia to provide staff for a particular assignment external to the Public Sector of Western Australia;
 - (b) any period during which an Officer is absent on long service leave;
 - (c) any service by an Officer who resigns, is dismissed or whose services are otherwise terminated other than service prior to such resignation, dismissal or termination when that prior service has actually entitled the Officer to the long service leave under this clause; or
 - (d) any period of service that was taken into account in ascertaining the amount of a lump sum payment in lieu of long service leave.

116. Commencement of Long Service Leave

- 116.1 The Department may direct an Officer to take accrued long service leave and may determine the date on which such long service leave shall commence. Where practicable, three months' notice of the commencing date of long service leave shall be given to Officers. Should the Officer not comply with the direction, disciplinary action may be taken against the Officer.
- 116.2 An Officer who will retire over the age of 55 years and who will complete more than 12 months' continuous service before the date of retirement may make application to the Department to take pro rata long service leave before the date of retirement, based on continuous service of a lesser period than that prescribed by this clause for a long service leave entitlement.

117. Duration of Long Service Leave

- 117.1 Officers may by agreement with the Department, clear any accrued entitlement to long service leave in minimum periods of one day.
- 117.2 Any Public Holiday occurring during an Officer's absence on long service leave shall be deemed to be a portion of the long service leave and extra days in lieu thereof shall not be granted.
- 117.3 Officers may by agreement with the Department take long service leave on double pay for half the period accrued. In these circumstances, the leave actually taken is 50% of the accrued entitlement accessed and the entitlement accessed shall be excised for the purpose of continuous service.
- 117.4 Officers may by agreement with the Department take long service leave on half pay for double the period accrued.

118. Compaction of Leave

- 118.1 An Officer, whose ordinary working hours during an accrual period either varied or were less than those worked at the time of commencement of long service leave, may elect to take a lesser period of long service leave calculated by converting the average ordinary working hours during the accrual period to the equivalent ordinary hours at the time of commencement of long service leave.
- 118.2 An Officer who has elected to compact an accrued entitlement to long service leave, shall only take such leave in any period on full pay, and the period excised as 'continuous service' shall be 13 weeks.

119. Cashing Out Long Service Leave

- 119.1 Officers may by agreement with the Department, cash out any portion of an accrued entitlement to long service leave, provided the Officer proceeds on a minimum of three weeks' annual leave in that Leave Year.

120. Pro Rata Long Service Leave

- 120.1 Officers within seven years of their preservation age under Western Australian Government superannuation arrangements may, by agreement with the Department, choose to access pro rata long service leave at the rate of 9.28 days per completed 12 month period of continuous service.
- 120.2 Under this clause, pro rata long service leave can only be taken as paid leave and there is no capacity for payment in lieu of leave.
- 120.3 Where Officers access pro rata long service leave, any period of leave taken will be excised for the purpose of continuous service.
- 120.4 Any Officer who has served at least 12 months continuously who retires at or over the age of 55 years or who is retired through ill-health shall be paid for long service leave on a pro rata basis.
- 120.5 If a deceased Officer who had served continuously for at least 12 months before his or her death leaves a widow or children, dependent mother or father or dependent invalid sister or brother, payment pro rata of long service leave up to the date of the Officer's death shall be granted to the widow or widower's dependents.

121. Portability of Long Service Leave

- 121.1 If not more than one week prior to commencing employment with the Department an Officer was employed in the service of:
- (a) the Commonwealth Government of Australia;
 - (b) any other State or Territory Government of Australia; or
 - (c) a Public Sector Body;

the Officer shall be entitled to long service leave as follows:

- (a) the pro rata portion of long service leave to which the Officer would have been entitled as at the date the Officer ceased the previous employment shall be calculated in accordance with the provisions that applied to the previous employment, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the Officer may become entitled under this Agreement; and
- (b) the balance of the long service leave entitlement of the Officer shall be calculated upon commencement of employment with the Department in accordance with this Agreement.

122. Bereavement Leave

- 122.1 An Officer, including an Officer engaged on a casual basis, will on the death of:
- (a) the Partner of the Officer;
 - (b) the child or step-child of the Officer;
 - (c) the parent or step-parent of the Officer;
 - (d) the brother, sister, step brother or step sister;
 - (e) a grandparent or step-grandparent; or
 - (f) any other person who, immediately before the person's death, lived with the Officer as a member of the Officer's family;

be eligible for up to two shifts' paid bereavement leave which need not be taken consecutively. The Department may exercise discretion to grant bereavement leave to an Officer in respect of some other person with whom the Officer has a special relationship.

- 122.2 Bereavement leave shall not to be taken during any other period of leave.
- 122.3 Payment of bereavement leave may be subject to the Officer providing evidence, if so requested by the Department, of the death or relationship to the deceased that would satisfy a reasonable person.
- 122.4 An Officer requiring more than two shifts bereavement leave in order to travel interstate or overseas in the event of the death interstate or overseas of a member of the Officer's immediate family may, upon providing adequate proof, have immediate access to:
- (a) accrued annual leave; and/or
 - (b) accrued long service leave; and/or
 - (c) leave without pay (provided all accrued leave is exhausted).
- 122.5 Subject to prior approval from the Department, an Officer who as a result of bereavement travels to a location within Western Australia that is more than 240km from his or her Headquarters will be granted paid time off for the travel period undertaken in the Officer's ordinary working hours up to a maximum of two shifts or 24 hours per bereavement, whichever is the lesser. The Department will not unreasonably withhold approval.

123. Witness Service

- 123.1 An Officer subpoenaed or called as a witness to give evidence in any proceeding will as soon as practicable notify the Department.
- 123.2 Where an Officer is subpoenaed or called as a witness to give evidence in an official capacity:
- (a) The Officer shall be entitled to paid witness leave but only for such period as required to enable the Officer to carry out his or her duties related to being a witness.
 - (b) If the Officer is on any form of other paid leave, the leave will be reinstated.
 - (c) The Officer shall not be entitled to any witness fee and will pay any fees received including travel expenses into the Consolidated Revenue Fund and forward the receipt for such payment to the Department.
- 123.3 Where an Officer is subpoenaed or called as a witness to give evidence on behalf of the Crown but not in an official capacity:

- (a) The Officer shall be entitled to paid witness leave but only for such period as required to enable the Officer to carry out his or her duties related to being a witness.
 - (b) If the Officer is on any form of other paid leave, this leave will be not be reinstated as such witness service is deemed to be part of the Officer's civic duty.
 - (c) The Officer must pay any fees received including travel expenses into the Consolidated Revenue Fund and forward the receipt for such payment to the Department.
- 123.4 An Officer subpoenaed or called as a witness under other circumstances shall be granted unpaid witness leave unless the Officer elects to substitute the unpaid witness leave with accrued annual or long service leave.

124. Cultural/ Ceremonial Leave

- 124.1 An Officer, other than an Officer employed on a casual basis, shall be entitled to apply for time off without loss of pay to allow the Officer to meet the Officer's customs, traditional law and to participate in cultural and ceremonial activities.
- 124.2 The Department will assess each application for cultural/ceremonial leave on its merits and give consideration to the personal circumstances of the Officer seeking the leave.
- 124.3 Cultural/ceremonial leave may be taken in:
- (a) whole or part days deducted from accrued annual leave;
 - (b) whole days deducted from accrued long service leave; or
 - (c) accrued Time in lieu.
- 124.4 The Department may request reasonable evidence of the legitimate need for the Officer to be allowed time off.
- 124.5 Time off without pay for cultural/ceremonial purposes may be granted to any Officer including an Officer employed on a casual basis by arrangement between the Department and the Officer.

125. Part Time and Full Time Study Leave

- 125.1 An Officer, other than an Officer who is employed on a casual or part time basis or who is undertaking ELTP, may apply for up to 150 hours of paid part time study leave in any Leave Year taken in blocks no greater than five hours per week for the purpose of travelling to and attending lectures, tutorials and examinations during normal rostered shifts. The entitlement to part time study leave is non-cumulative.
- 125.2 In cases where an Officer is studying subjects which require fortnightly classes the weekly study load should be calculated by averaging the total fortnightly commitment.
- 125.3 Officers who are engaged on a part time basis, who are undertaking ELTP or who commence after 1 July in any Leave Year are entitled to part time Study Leave on a pro rata basis.
- 125.4 Part time study leave shall not be granted during an Officer initiated Shift Swap or while the Officer is on worker's compensation or approved leave.
- 125.5 Approval of an application for part time study leave shall be at the Department's discretion and on each occasion will also be subject to:
- (a) Department convenience;
 - (b) the course being undertaken on a part time basis;
 - (c) Officers undertaking an acceptable formal study load in their own time;
 - (d) Officers making satisfactory progress with their studies; and

(e) the course being of value to the Department.

125.6 The Department may grant an Officer full time paid study leave to undertake:

- (a) a post graduate degree course at an Australian or overseas tertiary education institution;
- (b) study tours involving observations and/or investigations; or
- (c) a combination of a postgraduate course and study tour;

and may reimburse travel and accommodation expenses incurred by the Officer associated with the course or tour in part or in full.

125.7 Applications for full time paid study leave will be considered on their merits and may be granted provided that the following conditions are met:

- (a) the course or tour or a similar course or tour is not available locally;
- (b) the course or tour is highly specialised with direct relevance to the Officer's profession;
- (c) the course or tour is highly relevant to the Department's corporate strategies and goals;
- (d) the expertise or specialisation offered by the course or tour is not already available through other Officers employed within the Department;
- (e) if the Officer was previously granted study leave, those studies have been successfully completed; and
- (f) an Officer engaged for a fixed period may not be granted full time study leave for any period beyond that Officer's approved period of engagement.

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

125.9 Where an Officer is awarded a scholarship and the studies to be undertaken are considered highly desirable by the Department, financial assistance to the extent of the difference between the Officer's Annualised Salary and the value of the scholarship may be considered.

125.10 Where an Officer is travelling overseas at his or her own expense and the Officer wishes to participate in a study tour or convention whilst on tour, paid study leave may be approved by the Department together with some local transit and accommodation expenses.

125.11 Full time study leave shall be qualifying service for the purposes of this Agreement.

126. Special Leave Arrangements for Residential and Full Time Training

126.1 Where an Officer is required to attend Residential Training of more than one week and is necessarily absent from his or her Residence and separated from the Officer's dependents, the Officer shall be granted additional leave of one shift for every group of three consecutive weekends the Officer is absent, provided that each weekend shall be counted as a member of only one group.

126.2 An additional day's leave shall not be allowed if the Department has approved the Officer's dependents accompanying the Officer to the Locality of the course.

126.3 The additional leave must be commenced within one month of the conclusion of the training course unless the Department approves otherwise.

126.4 Annual leave loading, if payable, shall not apply to this additional leave entitlement.

127. Leave Without Pay

- 127.1 The Department may grant an Officer leave without pay.
- 127.2 Every application for leave without pay will be considered on its merits and may be granted, provided that the following conditions are met:
- (a) the work of the Department is not inconvenienced; and
 - (b) all other leave credits of the Officer are exhausted.
- 127.3 An Officer on a fixed-term contract may not be granted leave without pay for any period beyond that Officer's approved period of engagement.

128. Blood/Plasma Donors Leave

- 128.1 Subject to operational requirements, an Officer shall be entitled to two hours of paid leave during the Officer's rostered hours of work per donation for the purpose of donating blood to the Red Cross Blood Centre.
- 128.2 The Officer must provide at least two days' notice. However, the notification period shall be waived or reduced where the Superintendent is satisfied that operations would not be unduly affected by the Officer's absence or the Officer is called in by the Red Cross Blood Centre.
- 128.3 The Officer shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.

129. Defence Force Reserves Leave

- 129.1 An Officer, other than an Officer engaged on a casual basis, who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled each Leave Year to paid Defence Force leave of:
- (a) up to 80 hours' paid leave for attendance at a camp for annual continuous obligatory training;
 - (b) up to 30 additional hours if the Officer in Charge of a military unit certifies that it is essential for the Officer to be at the camp in an advance or rear party; and/or
 - (c) up to 16 additional shifts provided the Department is satisfied that the leave required is for attendance at one special school, class or course of instruction and not for a further routine annual camp. An Officer may elect to use annual leave instead of taking Defence Force leave. However, if the leave is not taken from annual leave, the salary during Defence Force leave shall be at the rate of the difference between the Monday-Friday rate for the Officer's Classification and the defence force payments to which the Officer is entitled if such payments do not exceed the Monday to Friday rate for the Officer's Classification. In calculating the pay differential, no account is to be taken of the value of any board or lodging provided for the Officer.
- 129.2 Officers engaged on a part time basis shall only be entitled to paid Defence Force leave during those hours that the Officer would normally have worked but for the leave.
- 129.3 On written application, an Officer shall be paid in advance when proceeding on Defence Force leave.
- 129.4 An Officer who is a volunteer member of the Defence Force Reserves or the Cadet Force is also entitled to unpaid Defence Force leave for the purposes of defence service.
- 129.5 An Officer may elect to take accrued annual leave or long service leave in substitution for unpaid Defence Force Leave.
- 129.6 An application for Defence Force leave shall be made before the Defence Force leave commences and shall be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the Officer shall provide a certificate of attendance to the Department.

130. International Sporting Events Leave

130.1 Where an Officer, other than an Officer engaged on a casual basis, is chosen to represent Australia as a competitor or official at a sporting event which meets the following criteria:

- (a) it is a recognised international amateur sport of national significance; or
- (b) it is a world or international regional competition; and
- (c) no contribution is made by the sporting organisation towards the normal salary of the Officer;

the Department may grant paid international sporting events leave.

131. Emergency Service Leave

131.1 Subject to operational requirements, Officers, other than Officers who are employed on a casual basis, who are volunteer members of State Emergency Service Units, St John Ambulance Brigade, Volunteer Fire and Rescue Service Brigades, Bush Fire Brigades, Volunteer Marine Rescue Services Groups or Department of Fire and Emergency Services units are entitled to paid emergency services leave in order to attend emergencies as declared by the recognised authority.

131.2 The Officer shall notify the Department as soon as practicable as to the absence and the expected duration of leave.

131.3 A leave of absence form and a certificate from the emergency organisation certifying that the Officer was required for the specified period must be provided to the Department immediately upon return to work.

132. Public Holidays

132.1 For the purposes of this Agreement the following days, or the days observed in lieu shall, be recognised as Public Holidays: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Western Australia Day, Sovereign's Birthday, Christmas Day and Boxing Day.

132.2 Where:

- (a) a day is proclaimed as a whole holiday or as a half holiday under section 7 of the *Public and Bank Holidays Act 1972 (WA)*; and
- (b) that proclamation does not apply throughout the State or to the Metropolitan Area of the State;

that day shall be recognised as a Public Holiday or, as the case may be, a half holiday for the purposes of this Agreement only within the district or Locality specified in the proclamation.

132.3 Except where specifically provided for in this Agreement payment for work performed on all Public Holidays is included in an Officer's Annualised Salary.

132.4 Officers who work Monday to Friday and are not required to work Public Holidays will not receive the Public Holiday portion in their Annualised Salary. However, if a Public Holiday falls during such an Officer's annual leave, the Officer will receive a paid day in lieu which will be taken immediately following the annual leave, or at a time mutually acceptable to the Department and the Officer.

133. Purchased Leave Deferred Salary Scheme

133.1 With the written Agreement of the Department, an Officer may elect to receive, over a four year period, 80% of the Annualised Salary the Officer would otherwise be entitled to receive in accordance with this Agreement.

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

- 133.3 On completion of the fourth year, an Officer will be entitled to 12 months' leave and will receive an amount equal to 80% of the Annualised Salary he or she would otherwise be entitled to in the fourth year of deferment.
- 133.4 Where an Officer completes four years of deferred salary service and is not required to attend duty in the following year, the period of non-attendance shall not constitute a break in service and shall count as qualifying service on a pro rata basis for all purposes.
- 133.5 An Officer may withdraw from a deferred salary arrangement prior to completing the four year period by written notice. The Officer will receive a lump sum payment of salary forgone to that time, but will not be entitled to equivalent absence from duty.
- 133.6 The Department will advise the Officer to obtain financial advice in relation to the superannuation arrangements and taxation effects of entering into the scheme.

134. Purchased Leave – 50/52 or 49/52 Salary Arrangement

- 134.1 An Officer may elect to enter into an arrangement whereby the Officer can purchase a block of two or three weeks' additional leave by agreeing to take a reduced Annualised Salary spread over a Leave Year provided the Officer has an accrued annual leave balance of less than 12 weeks.
- 134.2 Notwithstanding subclause 134.1, an Officer who has an accrued annual leave balance of 12 or more weeks may apply to purchase leave under the terms set out in subclause 134.3.
- 134.3 The Department will give priority access to those Officers with carer responsibilities. Access to this entitlement will be subject to the Officer having satisfied the Department's accrued leave management policy and operational requirements. For the purposes of this clause, 'operational requirements' may include:
- (a) availability of suitable leave cover if required;
 - (b) cost implications;
 - (c) impact of prisoner service requirements; and
 - (d) impact on the work of other Officers.
- 134.4 The arrangements in this clause have been developed to encourage Officers working a three week Roster cycle to apply for the three week leave block. The Parties recognised that, for operational reasons, it is preferable that purchased leave is taken in three week blocks.
- 134.5 Applications for purchased leave must be received by 31 March prior to the Leave Year in which the leave will be taken.
- 134.6 If after 1 July 2010 an Officer has two or more purchased leave periods not taken as leave requiring salary adjustments to be made resulting in a repayment of the reduced salary, the Officer may be refused access to purchased leave for the current Leave Year.
- 134.7 Each Prison, prior to the start of the Leave Year, will determine the number of Officers who entered into a purchased leave salary arrangement and develop a leave roster. The roster should allocate this leave evenly throughout the Leave Year. Officers will be given the opportunity to nominate periods within the roster. Where more Officers than can be accommodated nominate for a particular block the Department will decide in consultation with those Officers directly affected who is to be allocated the period. Subject to subclause 134.3, Officers will receive priority where the requested leave adjoins their existing annual leave roster.
- 134.8 During a purchased leave salary arrangement period Overtime (and the Dog Handlers Allowance) if applicable will continue to be paid on the Officer's Annualised Salary for the Officer's Classification and not the reduced salary arrangement rate.

- 134.9 In the event that the ordinary working hours of an Officer engaged on a part time basis are varied during the Leave Year, the salary paid for such leave taken will be adjusted on the last pay in July to take into account any variations to the Officer's rostered working hours during the previous Leave Year.
- 134.10 Purchased leave shall not accrue. In the event that the Officer is unable to take purchased leave in the Leave Year of purchase, the Officer's salary will be adjusted on the last Pay Period in July.
- 134.11 Officers unable to access purchased leave because of the size of their accrued annual leave balance shall be entitled to access up to six weeks' accrued annual leave in three week blocks in any one Leave Year. To access such leave, the Officer shall provide seven weeks' notice of the intention to take said accrued annual leave.

WITHOUT PREJUDICE

Part F – Transfers, Training and Staffing Matters

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

Principles

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

Objectives

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

135. Types of Transfers

135.1 There are three types of Transfers:

- (a) Voluntary Transfer – a Transfer from one Prison or Work Camp to another Prison or Work Camp initiated by an Officer and effected by the Officer applying:
 - (i) to be placed on a Transfer List;
 - (ii) for a Compassionate Transfer; or
 - (iii) for a Mutual Swap Transfer .
- (b) Management Transfer – a Department directive to an Officer to relocate from one Prison, Work Camp or Service Area to another Prison, Work Camp or Service Area to meet the Department's operational needs.
- (c) Disciplinary Transfer – a Department directive to an Officer to relocate from one Prison, Work Camp or Service Area to another Prison, Work Camp or Service Area in accordance with the *Prisons Act 1981* (WA) or this Agreement.

136. Voluntary Transfers

136.1 Applications for placement on any of the Transfer Lists shall be made in writing to the Assistant Commissioner Adult Custodial.

136.2 Separate Transfer Lists will be maintained for the following Classifications:

- (a) Prison Officer;
- (b) Senior Officer General;
- (c) Senior Officer Specific;
- (d) Principal Officer;
- (e) Vocational Support Officer

- (f) Work Camp Officer; and
 - (g) Drug Detection Officer.
- 136.3 Transfer Lists will be published by the Department at least once a year.
- 136.4 An Officer must serve a minimum of 12 months:
- (a) at their initial posting from the ELTP; or
 - (b) upon receiving a promotion, in their promoted position;
- before becoming eligible for a Voluntary Transfer.
- 136.5 Officers can express an interest for a Voluntary Transfer to a maximum of three Prisons or Work Camps.
- 136.6 An Officer who wishes to Transfer to the same Prison or Work Camp as another Officer at the same time (e.g. because they are Partners or in some other relationship) will take a position on the Transfer List equivalent to the position of the lower placed of the two Officers.
- 136.7 To enable a Voluntary Transfer via the Transfer Lists, there must be an identified vacancy at a Prison or Work Camp that resulted or will result in the staffing level being below the Agreed Staffing Level.
- 136.8 In deciding whether to offer a Voluntary Transfer to an Officer on a Transfer List, the Department will take into account the following factors:
- (a) availability of accommodation at Broome, West Kimberley Regional Prison, Eastern Goldfields and Roebourne; and
 - (b) Gender Numbers that may be agreed between the parties.
- 136.9 Officers with documented substandard performance issues are not eligible for a Voluntary Transfer while the substandard performance issue remains unresolved.
- 137. Eligibility for Specific Transfer Lists**
- 137.1 An Officer employed in the Classification Vocational Support Officer who has completed the ELTP or deemed equivalent shall be entitled to register on the Prison Officer Transfer List.
- 137.2 An Officer employed in the Classification Vocational Support Officer shall be entitled to register on the Vocational Support Officer Transfer List to voluntarily Transfer into vacant positions within their scope of vocational skills and knowledge that may arise at other Prisons or Work Camps.
- 137.3 An Officer employed in a Senior Officer General Position shall be entitled to register on the Senior Officer General Transfer List.
- 137.4 Subject to the relevant terms of this Agreement, an Officer who is employed in a Senior Officer Specific Position shall be entitled to register on:
- (a) the Senior Officer Specific Transfer List;
 - (b) the Vocational Support Officer Transfer List, provided the Officer previously held a substantive Vocational Support Officer Position; or
 - (c) if qualified, the appropriate Prison Officer Transfer List.
- 137.5 An Officer employed in a Senior Officer Specific Position, who has previously held a substantive Senior Officer General Position, shall be entitled to register on either the Senior Officer Specific/ General

Transfer List.

- 137.6 An Officer who is employed in a Senior Officer General Position shall be restricted from Transferring to a Senior Officer Specific Position unless previously qualified and trained for the position.

138. Compassionate Transfers

- 138.1 A Compassionate Transfer is a Transfer effected outside the normal Transfer Lists on compassionate grounds in response to personal circumstances (such as but not limited to: medical reasons, personal/family reasons or work related conflict) that justify relocation of an Officer.
- 138.2 Applications from Officers seeking Compassionate Transfers should be made to the Assistant Commissioner Custodial Operations stating the reason and where possible provide supporting evidence. Such applications shall be considered on a case by case basis.
- 138.3 The Department, for the purpose of effecting a Compassionate Transfer, is not obligated to consider the effects of a Compassionate Transfer on the Agreed Staffing Levels of the particular Prison or Work Camp.
- 138.4 The Officer will meet costs associated with a Compassionate Transfer and is not eligible for Property Allowance, Disturbance Allowance, Removal Allowance or Transfer Allowances provided by this Agreement unless otherwise approved by the Department.

139. Mutual Swap Transfers

- 139.1 A Mutual Swap Transfer is a voluntary exchange of positions between Officers of the same rank at different Prisons or Work Camps.
- 139.2 An Officer who wishes to apply for a Mutual Swap Transfer should endeavour to identify the highest placed Officer on the Transfer List who is prepared to undertake a Mutual Swap Transfer. If no one is available on the Transfer List, the Officer may contact the Prison or Work Camp to which he or she wants to Transfer and arrange advertising.
- 139.3 If the Officer identifies another Officer of the same rank who wishes to undertake a Mutual Swap Transfer each Officer must submit an application to the Assistant Commissioner Adult Custodial who joins the applications and submits the joint submission to the Transfer Committee.
- 139.4 Applications from Officers seeking Mutual Swap Transfers shall be considered by the Transfer Committee on a case by case basis.
- 139.5 The Officers concerned will meet all the costs associated with a Mutual Swap Transfer and shall not be eligible for property allowance, removal allowance or Transfer allowance as provided by this Agreement.
- 139.6 Officers will be required to return to their original positions held prior to the swap in the event that one of the Officers involved in the swap does not proceed with the Mutual Swap Transfer.

140. Department Initiated Transfers

- 140.1 Where the Department is contemplating the Transfer of an Officer from one Prison, Work Camp or Service Area to another Prison, Work Camp or Service Area for operational needs, the Department will notify the Officer in writing and request that the Officer submit in writing by a specified date any personal issues the Officer wants considered by the Department in deciding whether the Officer is to be transferred.
- 140.2 The Department will consider all issues raised by the Officer prior to making a final decision about the Transfer.
- 140.3 If the Department decides to Transfer the Officer, the Department will advise the Officer in writing of the date that the Officer will commence duty at the new Prison or Work Camp.

- 140.4 Where the Department is contemplating the Transfer of one or more Officers from one Prison, Work Camp or Service Area to another Prison, Work Camp or Service Area because of a need to adjust staffing levels:
- (a) The Department will first check the Transfer Lists to see if there are Officers registered as seeking a Transfer from their current Prison or Work Camp or Service Area.
 - (b) If there are insufficient Officers seeking Transfer, the Department will advertise for volunteers to Transfer.
 - (c) If insufficient volunteers are received, the Department will write to all Officers of the appropriate rank in the Prison, Work Camp or Service Area and advise that they are being considered for Transfer, the potential Transfer locations, and request that each Officer submit in writing, by a specified date, any personal issues he or she wants considered by the Department when deciding who shall be transferred.
 - (d) A Transfer Committee will undertake a comparative assessment of all Officers identified for Transfer by the Department and the required number of Officers will be chosen for Transfer.
 - (e) Officers selected for Transfer will be advised in writing of the date they will commence duty at the new Prison, Work Camp or Service Area.
- 140.5 An Officer may apply for exemption from selection for a Department-initiated Transfer. Each application will be considered on its merits. The grounds upon which an application may be granted include but are not limited to:
- (a) If the Transfer is to a Regional Prison, Work Camp or Service Area – whether the Officer has previously served in a Regional Prison, Work Camp or Service Area for a period of two years or more.
 - (b) If the Transfer is from one Locality to another Locality – whether the Officer has dependent children living with him or her who are attending year 11 or 12 at high school.
 - (c) If the Officer is working in a Prison, Work Camp or Service Area to which he or she was recruited locally – whether there are Officers not recruited locally who can be transferred.
- 140.6 Unless otherwise agreed by the Officer and the Department, an Officer selected for a Department-initiated Transfer will be given at least six weeks' written notice of the date he or she is required to commence duty at the new Prison.

141. Transfer Committee

- 141.1 All applications for Transfer between Prisons and Work Camps shall be forwarded to the Transfer Committee for consideration.
- 141.2 The Transfer Committee shall be comprised of:
- (a) one or more of either the Assistant Commissioner Custodial Operations and a nominee of the Assistant Commissioner Custodial Operations representing regional Prisons and Bandyup or Boronia Women's Prisons;
 - (b) a representative from Human Resources; and
 - (c) at least one representative of the Union.
- 141.3 The Director Health Services may participate in deliberations of the Transfer Committee where it is necessary to make an assessment of medical information provided by an Officer.

142. Special Entitlement to Transfer

142.1 The Transfer Committee shall take into account the following special entitlements to Transfer when considering Transfers:

- (a) Transfers from Tier 1 Regional Incentive Prisons.
 - (i) An Officer who completes a 2.5 year period of employment at a Tier 1 Regional Incentive Prison will, at the conclusion of that period, have the option of returning to one of the Metropolitan Prisons or the Regional Prison from which they most recently transferred. An Officer, upon informing the Department of their preference, will be guaranteed a Transfer to one of the Metropolitan Prisons or Regional Prison from which they most recently transferred within six months.
- (b) Transfers of Officers who have been subject to Department-initiated Transfers.
 - (i) An Officer selected for Department-initiated Transfer to adjust staffing levels will be given the right of return to the Prison or Work Camp from which they were transferred when a vacancy arises or staffing levels are increased. Where more than one Officer has been so transferred, the Officers will be given right of return in the order in which they are transferred out of the Prison or Work Camp.
 - (ii) An Officer selected for Department-initiated Transfer by way of redeployment will be given the right of return to the Prison or Work Camp from which they were transferred when a vacancy arises or staffing levels are increased. Where more than one Officer has been so transferred, the Officers will be given right of return in the order in which they are transferred out of the Prison or Work Camp.
 - (iii) An Officer selected for Department-initiated Transfer by way of redeployment who wishes to be considered for Voluntary Transfer to a different Prison or Work Camp from which they were transferred will be placed at their preferred Prison or Work Camp in a substantive position. Should a substantive position not be available, the Officer may be placed at the preferred Prison or Work Camp or another Prison or Work Camp as agreed pending the availability of a substantive position at the Officer's preferred Prison or Work Camp.
- (c) Transfers from the Drug Detection Unit.
 - (i) An Officer seeking to leave or required to leave the Drug Detection Unit shall be entitled to return to his or her previous Prison or posting or may apply to the Transfer Committee for an alternative placement. The Officer may be required to take a temporary posting within the Metropolitan Area pending a vacancy occurring at the Officer's previous Prison or requested posting. To be offered the Transfer, the Officer must successfully complete any learning necessary to meet current Prison Officer requirements.
- (d) Transfers from the Special Operations Group.
 - (i) An Officer seeking to leave or required to leave the Special Operations Group shall be entitled to Transfer in accordance with the arrangements between the Department and the Officer.
- (e) Transfer of new Prison Officers.
 - (i) Officers employed in the Classification Trainee Prison Officer will take up vacancies after Transfers based on the Transfer List have been effected except where the Officer is to be deployed to a Prison or Work Camp in relation to which he or she is a Local Recruit.

143. Time Limits on Further Transfers

- 143.1 Officers accepting a voluntary Transfer will be removed from all Transfer Lists and will be ineligible to be placed on any Transfer List for two years from the time of transferring to the new Prison or Work Camp unless the Officer is granted a Compassionate Transfer.
- 143.2 Where a vacancy is unable to be filled through the normal Transfer process, the time limits specified in this clause may be waived by the Department after consultation with the Union.

144. General Transfer Conditions

- 144.1 If an Officer accepts a Transfer to another Prison, Work Camp or Service Area at a lower rank than their current rank, then the lower rank will become the Officer's substantive rank.
- 144.2 Any prerequisite training and currency of skills, agreed by the Department and the Union as required, must be successfully completed before an Officer can Transfer to another Prison, Work Camp or Service Area.
- 144.3 As close as possible to half of all Senior Officer classifications that become vacant within each Prison, Work Camp or Service Area each year may be advertised by the Department for promotion before being offered on a Transfer basis. All other positions will be filled on a Transfer basis and will only be offered for promotion if no Officer is registered on the Transfer List as wishing to Transfer into the position.
- 144.4 Casuarina, Hakea, Boronia, Karnet, Wooroloo and Bandyup Prisons, the Academy and the Special Operations Group are all deemed to be located in the Metropolitan Area and in the same Locality for the purpose of all Transfers.

145. Secondments and Vacancies

- 145.1 The Department undertakes to fill all vacancies as quickly as possible to ensure efficient management and avoid unnecessary secondments.
- 145.2 A pool of full time equivalent Officers will be maintained by the Department to assist in filling vacancies and secondments.

146. Vacancy Management

- 146.1 The Department shall maintain a pool of Officers equal in size to the full time equivalent of the annual absence of Officers due to workers' compensation. Officers from that pool shall be used to cover staffing shortfalls caused by absence of Officers on workers' compensation.

147. Management of Musters

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

148. Staffing Shortfalls

- 148.1 This clause shall not apply while the Union and the Department Staffing Agreement remains in force.
- 148.2 If the Superintendent determines that the number of Officers on duty or available for duty on any given day has fallen below a staffing level which will ensure the maintenance of routine Prison functions, including the security and welfare of prisoners and the safety of staff at the Prison, the Superintendent shall determine:
- (a) what changes are required to be made to routine Prison functions; and/or
 - (b) determine the number of Officers required to return to duty.
- 148.3 If the Local Union Branch of the Prison believes that the number of Officers available for duty has fallen below a staffing level which will ensure the maintenance of routine Prison functions, including the

security and welfare of prisoners and the safety of staff at the Prison, it shall advise the Superintendent who shall consider whether changes are required to be made to the routine Prison functions and/or if Officers are required to return to duty.

148.4 If the Department does not agree that any action is necessary, the Department shall advise the Local Union Branch of its decision and the reasons for that decision.

148.5 If the Local Union Branch at the Prison does not agree with the Department's decision, any dispute that arises shall be resolved in accordance with clause 174 – Dispute Resolution Procedure.

149. Acting Senior Officer and Officer In Charge Appointments

149.1 When filling a Senior Officer position on an acting basis, the position will be filled in the following order of preference:

- (a) Officers qualified for the rank of Senior Officer.
- (b) Assistant Senior Officers.
- (c) First Class Prison Officers (until all First Class Prison Officer positions have been abolished).
- (d) Prison Officers with three or more years' relevant experience.

149.2 Where the position is filled by Prison Officers, Officers must be rotated through the position for a Roster Period at a time.

149.3 When filling an Officer in Charge position on an acting basis where a Roster does not provide for a Senior Officer as the Officer in Charge, the position of Officer in Charge shall be allocated to the most Senior Officer.

149.4 Where the Superintendent decides not to roster a particular Officer in accordance with this clause, the Superintendent must document their reasons for doing so, have the Officer concerned sign the document, and arrange for the document to be placed on the Officer's file.

150. Abolition of FCPO Classification

150.1 No further appointments shall be made to the Classification of First Class Prison Officer.

150.2 Any existing First Class Prison Officer positions shall be abolished when the substantive incumbent is promoted, transferred or ceases employment with the Department.

150.3 The abolition of the Classification of First Class Prison Officer shall not reduce the pay and conditions of any Officer employed in the Classification of First Class Prison Officer unless the Officer is promoted.

151. Assistant Senior Officer Appointments

151.1 An Officer may be appointed as an Assistant Senior Officer for a fixed term of two years. During this period the Officer must participate in and satisfactorily complete a training and development program.

151.2 An Officer shall be selected and appointed as an Assistant Senior Officer through an expression of interest process in accordance with Department policy and procedures.

151.3 An Officer who is appointed as an Assistant Senior Officer shall be paid at the rate specified for the Classification Assistant Senior Officer in Schedule A – Annualised Salaries and Leave Loading Rates during the period of appointment.

152. Review of the Principal Officer Job Description Form

152.1 The Union and the Department shall establish a working party within three months of registration of this Agreement to review the job description form for Principal Officers. This review should be completed during the life of this Agreement.

153. Rostering Arrangements for Residential Training and Full Time Training

- 153.1 Clause 153 – Rostering arrangements for Residential Training and Full Time Training, clause 154 – Travel to and from Residential and Full Time Training, clause 155 – Additional Residential and Full Time Training Arrangements, and clause 156 – Standard of Training Provided shall only apply to Officers attending training where the training requires the Officer’s attendance for a full day or more away from their Headquarters. These clauses shall not apply to training arising from performance reviews or disciplinary procedures.
- 153.2 The Department will advise the Prison or Work Camp of upcoming Residential Training and Full Time Training courses and the duration of the courses.
- 153.3 The Superintendent will determine whether staff can be released to attend the courses and identify the Officer/s to attend. Officers must attend training if directed to do so.
- 153.4 Courses will generally be based around a nine hour structured training day and will include a paid meal break. Officers will be rostered for duty for the duration of the structured training day.
- 153.5 The Superintendent will negotiate with the Local Union Branch for agreement on a training Roster as an addendum to the existing agreed Roster or modification to the agreed Roster to release Officer/s for training. No Roster modification will be required if the vacancies created by the Officer’s/Officers’ attendance at training are to be backfilled using Overtime.
- 153.6 The Roster/s for the Officer/s attending training must be adjusted to ensure that they work a total of 120 hours for each three-week period. In adjusting the hours, Prisons must ensure that Officers attending training have at least six rostered days off in each three-week period.
- 153.7 When the addendum training or modified Roster is agreed it must be posted as in the normal course of events, thereby giving Officers formal notification of their attendance at training in accordance with this Agreement.
- 153.8 Where a Roster has already been posted and a Superintendent wishes an Officer to vary his or her Roster to attend a training course then the Superintendent must seek the Officers consent. Superintendents should ensure Officers are given as much notice as possible in these circumstances.

154. Travel to and from Residential and Full Time Training

- 154.1 Travel to and from residential training shall be provided by the Department in accordance with the approved organisational training plan included in the joining instruction course. The training plan will detail the mode of transport. Where an Officer wishes to use his or her private vehicle in lieu:
- (a) Permission must be obtained from the Superintendent or the Director of the Academy.
 - (b) Officers may claim the specified rate per kilometre provided for at Schedule C – Motor Vehicle Allowance (Officers who agree to use own vehicle) of an amount up to that which it would have cost the Department to purchase the fare for the public transport.
 - (c) Officers will be paid their normal rate of pay for the actual period of the journey or the period equal to the time it would have taken the Officer to travel by the mode nominated in the training plan whichever is the lesser.
 - (d) Officers are responsible for any other costs incurred including parking.
- 154.2 Where travel to and from Full Time Training is not provided by the Department and an Officer uses his or her private vehicle in lieu, the Officer shall be entitled to claim the specified rate per kilometre provided for at Schedule C – Motor Vehicle Allowance (Officers who agree to use own vehicle) if the distance travelled to and from the Full Time Training venue is greater than the Officer’s normal travelling distance to work.
- 154.3 The Department will not be responsible for the provision or reimbursement of the cost of transport for private purposes.

155. Additional Residential and Full Time Training Arrangements

- 155.1 Residential Training shall have no formal structured training scheduled outside of the structured training day. In accordance with common training and professional development program practices, attendees can be expected to undertake in their own time after-hours study and other activities that do not form part of the structured training schedule.
- 155.2 Where structured extracurricular voluntary activities (such as team building activities, wellness programs) are programmed into a training period during times outside of the structured training day they are to be clearly marked as voluntary on the course outline. Officers taking part in such activities are not entitled to Overtime for the time spent participating in the activities. Where structured training sessions are programmed into a course during times outside of the structured training day, Officers are required to attend the sessions and Overtime will be paid.
- 155.3 Where Officers are involved in team building or other activities during Full Time Training or Residential Training that require them to wear special protective clothing and footwear, other than their issue of uniform, then that special protective clothing, footwear and accoutrements will be provided. Any special protective clothing and footwear provided must be returned on the completion of the course. Where the course facilitators deem it prudent to wear civilian clothing or footwear, Officers will be advised of that in the joining instructions and will have the option of wearing civilian clothing or their uniform.

156. Standard of Training Provided

- 156.1 The standard of training provided to Prison Officers shall meet the national accreditation set for Certificate III in Correctional Practice (Custodial), Certificate IV in Correctional Practice (Custodial), and the Diploma of Correctional Administration.
- 156.2 The ELTP for probationary Prison Officers shall be at the standard set for national accreditation for Certificate III in Correctional Practice (Custodial).
- 156.3 The Department deems that all Prison Officers who have completed the ELTP prior to the current national accreditation standard are vocationally competent for appointment to positions requiring the Certificate III in Correctional Practice (Custodial).

Part G – Vocational Support Officers

157. Position History Files for Vocational Support Officers

- 157.1 The Department will maintain a position history file for all Vocational Support Officer Classification positions. This file will keep track of the history of the position and contain a copy of the current Job Description Form (JDF) and documentation of all variations in duties and responsibilities that have occurred.
- 157.2 The position history file shall contain the details of the approved working hours for the position where the hours are outside the parameters of five eight-hour days 8.00am to 4.00pm Monday to Friday.

158. Benchmarks for Existing Vocational Support Officer Classifications

Classification	Benchmark	Responsibilities	Other
1	Driver Casuarina	Level restricted to positions where primary function and responsibility involves only in driving duties.	Driving duties would involve transport of prisoners or courier work.
2		Co-ordination of prisoner activities (or) Provision of resources to prisoners (or) Control of Departmental resources (or) Prisoner records (or) Duties involving prisoner discipline only in workshops and other or areas.	Primary duties are those other than driving, and are of a lesser work value than the benchmark for Level 3.
2A		Level restricted to positions in charge in work areas where more than one Level 2 operates.	Officer holds end of line responsibility or supervisory role in the work area staffed by Level 2 Officers.
3	Catering Instructor - Hakea	Includes but is not restricted to: Prisoner supervision in production or workshop activities (or) Provision of accredited training (or) Provision within a Prison of maintenance services not requiring a license (or) other specialist duties.	The duties and responsibilities justify a Classification beyond Level 2.

Classification	Benchmark	Responsibilities	Other
4	Laundry Manager - Greenough	Includes but is not restricted to: Staff supervision (or) Prisoner supervision (or) Provision of accredited training (or) Day to day responsibility for operations in a work area (or) Performance of duties requiring external license (or) Coordinates or is responsible for a function that extends beyond one Prison.	Supervisory position where two or more Officers at Level 3 are engaged (or) License to be <u>other</u> than a driving license (or) The position holds responsibilities for a function across Prisons (or) The duties and responsibilities justify a Classification beyond Level 3 but less than Level 5.
5	Abattoir Manager Karnet	Includes but is not restricted to: Staff supervision (or) Prisoner supervision (or) Provision of accredited training (or) Day to day responsibility for operations in a work area (or) Obligations to external organisations e.g. Primary Industry or Public Health.	Supervisory position (or) The duties and responsibilities justify a Classification beyond Level 4.

Note: The Benchmark for Level 3 is the work value and responsibilities attached to the position of Cook Instructor Hakea Prison as of January 2006. The work value of this position has been chosen as the benchmark due to the influence upon the day-to-day operations within the Hakea Prison of the Catering Manager and consequential impact upon the Cook Instructor's responsibilities. The position will cease to be a Benchmark with immediate effect should the position be allocated any additional duties or responsibilities after January 2006. The parties will then enter discussions to establish a new Benchmark.

159. Changes to Vocational Support Officer Position Duties and Responsibilities

- 159.1 Where an Officer employed in a Vocational Support Officer Classification is required to permanently take on additional duties and/or responsibilities, the Department shall amend the relevant JDF. The Union will be provided with a copy of the new JDF.
- 159.2 Where a JDF is amended to reflect additional duties and/or responsibilities, the Department will conduct a review to determine if the changes result in a net increase in the work value of the position. If a net increase in work value has occurred, the Department will make the appropriate change to the Classification of the position and notify the Officer.
- 159.3 The assessment of work value change shall include but not be limited to the following criteria:
- (a) Additional qualifications required to perform the duties of the position.
 - (b) Additional training, skills and/or knowledge now required to perform the duties of the position.
 - (c) Additional responsibilities in respect of the outcome of the work area and/or safety of other Officers or prisoners.

- (d) Changes in the conditions under which the duties are performed.
- (e) Changes in the quality of the work required.
- (f) Changes in the number and diversity of the functions attached to the position.
- (g) Changes in the level of supervision received.
- (h) The introduction of, or changes to, supervisory responsibilities.
- (i) Changes in the level of importance of the position in the overall operations of the Prison Service or Prison.

159.4 Where an Officer considers that the Classification allocated to his or her position does not reflect its true work value, the Officer may apply in writing to the Department for a review. The application must contain detail as to the reasons the Officer considers that his or her JDF does not reflect the duties allocated and/or the Classification does not reflect the value of the duties and responsibilities of the position.

159.5 The Department shall provide the Officer with a written response addressing each of the reasons listed in the Officer's application.

159.6 If the Officer considers that the response to his or her application is not satisfactory, the Union and the Department shall meet to discuss the matter. The Department's representative at this meeting shall have the capacity to make a recommendation for reclassification to the Department. If the meeting does not satisfactorily resolve the matter, then the Union may refer it to the WAIRC for resolution. The procedure for hearing of such matters shall be in accordance with the WAIRC Reclassification Appeals – Practice Direction.

159.7 Where a position is reclassified by the Department or by way of appeal the WAIRC, the incumbent of the position shall retain the position and receive the benefit of that reclassification.

159.8 The effective date of a reclassification granted by the Department or the WAIRC shall be the date the Officer formally requested reclassification of the position.

160. Creation of New Vocational Support Officer Positions

160.1 The Union will be provided with an electronic copy of the JDF for all current (as requested) and new Vocational Support Officer Classification positions.

160.2 The Department must conduct a review to determine the work value of any new Vocational Support Officer Classification position. The assessment of work value of the position shall include but not be limited to the following criteria:

- (a) Comparison to like positions already established within the Prisons.
- (b) Qualifications, training, skills and knowledge required to perform the duties of the position.
- (c) Responsibilities in respect of the outcome of the work area and/or safety of other Officers or prisoners.
- (d) Conditions under which the duties are performed.
- (e) Quality of the work required.
- (f) Number and diversity of the functions attached to the position.
- (g) Level of supervision received.
- (h) Responsibility for supervision of other Officers.
- (i) Level of importance of the position in the overall operations of the Prison Service or Prison.

- 160.3 When the Classification of the position has been assessed, the Department shall inform the Union and provide a copy of the approved JDF.
- 160.4 If the Union considers that the proposed Classification is not commensurate with the duties and responsibilities of the position, the parties shall meet to discuss the matter. The Department shall review its decision and may agree with the Union that a different Classification should apply. If the meeting does not satisfactorily resolve the matter, the Union may refer it to the WAIRC for resolution.

161. Vocational Support Officer Training – Induction and Orientation Program

- 161.1 All new Officers employed in the Classification Vocational Support Officer shall complete the VSO Induction and Orientation Program within the first week of service and before commencing their duties.
- 161.2 The VSO Induction Program shall include but not be limited to the topics dealt with in the Department's general induction program and shall include a Prison tour.
- 161.3 The Department shall consult with the Union from time to time as to the content of the VSO Induction Program.

162. Vocational Support Officer Training – Essential Training Program

- 162.1 All new Officers employed in the Classification Vocational Support Officer shall complete the Essential Training Program within the first six months of appointment, unless special circumstances exist which prevent the Officer from attending the scheduled training. In this case, the Officer and the Department shall agree to a suitable alternative date for the training to occur.
- 162.2 The Essential Training Program shall include but not be limited to content based on the following skills requirements: Total Offender Management System relevant aspects, introduction to occupational safety and health, report writing, communications, emergency procedures, working within ethical and professional frameworks, fire awareness (this does not include practical use of fire extinguishers), asbestos awareness, Blood Borne Viruses, senior first aid (as detailed within Departmental policy/procedure), security dynamics, radio voice procedures, use of force, self-defence, 1st responding officer, hostage survival, continuity of evidence, occurrence books, prisoner discipline, aerosol subject restraint, instruments of restraint, and Performance Appraisal and Development System.
- 162.3 The contents of the Essential Training Program shall be updated as necessary by the Department in consultation with the Union.
- 162.4 Officers undertaking the Essential Training Program shall undertake the training during ordinary working hours and without loss of pay.

163. Vocational Support Officer Training – Industry Specific Training

- 163.1 All new Officers employed in the Classification Vocational Support Officer shall exercise their option to enrol in the Certificate III in Correctional Practice (Custodial) training within 12 months of the completion of the Essential Training Program.
- 163.2 Officers who enrol in this training will have the opportunity to complete it through a combination of skills recognition, attendance at formal training programs during normal working hours, and/or interactive online training.

164. Vocational Support Officer Training – Full Disciplinary Officer Training

- 164.1 All Officers employed in the Classification Vocational Support Officer who wish to undergo training to undertake the full duties of an Officer employed in the Classification Prison Officer must satisfy entry requirements similar to those employed in the Classification of Trainee Prison Officer.

- 164.2 On the successful completion of the ELTP and the probationary period, the Officer will remain in his or her position until a new position has been found. The Officer will follow the Transfer procedures set out in clause 136 – Voluntary Transfers.
- 164.3 The Officer will not receive the remuneration of an Officer employed in the Classification Prison Officer until he or she undertakes the full duties of the position.
- 164.4 Officers who do not successfully complete the ELTP and the probationary period will return to their substantive position.

165. General Vocational Support Officer Training

- 165.1 The Department may require Officers employed in the Classification Prison Officer to undertake various forms of Vocational Support Officer training to meet operational needs.
- 165.2 The Vocational Support Officer training may be undertaken through a combination of skills recognition, attendance at formal training programs during ordinary hours of work and/or interactive online training.
- 165.3 The Department shall maintain an individual record of the training received by each Officer employed in the Classification Vocational Support Officer.

166. Use of Vocational Support Officers

- 166.1 An Officer employed in the Classification Vocational Support Officer may be directed to carry out such duties as are within the limits of his or her skill, competence and training.
- 166.2 An Officer employed in the Classification Vocational Support Officer who has completed the Essential Training Program can be called on to provide ad hoc short term assistance in fulfilling functions within other areas of the Prison for which they have been trained. The assistance provided by the Officer is for the safe and competent performance of that function.
- 166.3 The Department and the Union shall establish broad parameters for the functions that can be performed by Officers employed in the Classification Vocational Support Officer who have completed the Essential Training Program.

167. Promotion or Transfer of Vocational Support Officers

- 167.1 An Officer employed in the Classification Vocational Support Officer who is transferred or promoted to a Prison Officer position shall be paid at the relevant year of service for the range of the Monday to Friday or shift work, depending on the position to which the Officer is transferred or promoted. There will be no salary maintenance should the Transfer or promotion result in a lesser salary than that which the Officer received in the Classification Vocational Support Officer.

168. Appointment of Substantive and Acting Vocational Support Officers

- 168.1 The following arrangements apply in respect of substantive and acting appointments to Classification Level 4 and Level 5 Vocational Support Officer positions.
- 168.2 Appointment to Level 4 or Level 5 from outside the Prison Service is to be at the minimum point of the range.
- 168.3 Salary on promotion from Level 3 to Level 4 of an Officer in the service will be at the same point in the range and the Officer shall retain the Level 3 anniversary date.
- 168.4 Salary on promotion from Level 4 to Level 5 of an Officer in the service would be at the same point in the range and the Officer shall retain the Level 4 anniversary date.
- 168.5 When acting in a Level 4 position a Level 3 Officer in the service will be paid at the same point in the Level 4 range as enjoyed within the Level 3 range with retention of the Level 3 anniversary date.

- 168.6 When acting in a Level 5 position a Level 3 Officer in the service will be paid at the same point in the Level 5 range as enjoyed within the Level 3 range with retention of the Level 3 anniversary date.
- 168.7 When acting in a Level 5 position a Level 4 Officer in the service will be paid at the same point in the Level 5 range as enjoyed within the Level 4 range with retention of the Level 4 anniversary date.

Part H – Change, Consultation and Dispute Resolution

169. Consultative Committees

- 169.1 An LCC will be maintained at each Prison or Service Area covered by this Agreement to facilitate communication and consultation regarding workplace issues with a view to resolution at a local level.
- 169.2 The terms of reference for each LCC includes work load management, working arrangements, training and development issues, occupational safety and health, workplace policy and implementation, dispute management monitoring, turnover, accident rate, incidence of workers compensation, and equal employment opportunities.
- 169.3 In addition to the LCC, a Department-wide PCC will be maintained.
- 169.4 A local workplace issue which has previously been an agenda item of an LCC meeting may be referred by either party at the LCC, or the LCC itself, to the PCC; provided that genuine efforts have been made at the local workplace to resolve the issue. The minutes of an LCC must reflect that agreement could not be reached, and that the matter has been referred. The details of the matter being referred must be provided by the referring party in writing to the Assistant Commissioner Adult Custodial, and raised at the next PCC meeting.
- 169.5 Where the PCC is not satisfied that genuine attempts have been made at the local level to resolve the issue, it may refer the matter back to the LCC for further consideration.

170. Membership of Consultative Committees

- 170.1 Membership of each LCC will comprise of:

Management Representatives	Union Representatives
Prison Superintendent	Local Union representatives
Two other representatives, to be determined by the Superintendent	Up to two other representatives to be determined by the local Union branch

- 170.2 The number of members attending a LCC may be varied by local agreement to take into consideration the size and circumstance of the workplace.

- 170.3 Membership of the PCC will comprise of:

Management Representatives	Union Representatives
Deputy Commissioner Adult Custodial (or appointed representative)	Union President or nominee
One Workplace Relations representative	Union Secretary or nominee
One Prison Superintendent	Two representatives appointed by the Union State Council
One Assistant Commissioner People and Organisational Development (or appointed representative)	
Where a matter relating to Offender Services is referred to the PCC the Assistant Commissioner Offender Services (or appointed representative) will also attend.	Where the Assistant Commissioner Offender Services (or appointed representative) attends, one additional representative appointed by the Union State Council may also attend.

171. Administration of LCCs and PCCs

- 171.1 LCC meetings will be held at an agreed time that is operationally convenient as determined by the Superintendent. LCC meetings will not be held less than once a month.
- 171.2 PCC meetings will be held at an agreed time that is operationally convenient as determined by the Deputy Commissioner Adult Custodial. PCC meetings will not be held less than once a month.
- 171.3 Any LCC or PCC representative may submit agenda items for the next scheduled meeting to the Superintendent or Deputy Commissioner Adult Custodial for consideration. Agenda items must be

submitted at least three days prior to the next scheduled meeting, unless the urgency of the matter makes that impracticable.

- 171.4 Formal minutes of LCC and PCC meetings must be circulated by the Superintendent and the Deputy Commissioner Adult Custodial respectively to every participant within seven days of the meeting being held. Superintendents are also required to forward the agreed LCC meeting minutes to the Deputy Commissioner Adult Custodial within seven days of the LCC meeting being held.

172. Relationship between the Consultative Process and the Dispute Resolution Procedure

- 172.1 The consultative committee process is intended to complement, but not replace, the dispute resolution procedure outlined in clause 174 – Dispute Resolution Procedure. An issue cannot be simultaneously dealt with by both processes.
- 172.2 If either party is dissatisfied with the outcome at the conclusion of one process, then that party may raise the issue through the alternative process.

173. Introduction of Change

- 173.1 Where the Department has made a decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Officers, the Department shall notify the Officers who may be affected by the proposed changes and the Union.
- 173.2 ‘Significant effects’ include major changes in the composition, operation or size of the Department’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or Transfer of Officers to other work or locations; and restructuring of jobs. Provided that, where the Agreement makes provision for alteration of any of the matters referred to in this clause, an alteration shall be deemed not to have significant effect.
- 173.3 The Department shall discuss with the Officers affected and the Union the effects the changes are likely to have on Officers; measures to avert or mitigate the adverse effects of such changes on Officers; and shall give prompt consideration to matters raised by the Officers and/or the Union in relation to the changes.
- 173.4 The discussion shall commence as early as practicable after a decision has been made by the Department to make the changes referred to in sub-clause 173.2.
- 173.5 For the purposes of such discussion the Department shall provide to the Officers concerned and the Union all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Officers, and any other matters likely to affect Officers; provided that the Department shall not be required to disclose confidential information which would be adverse to the Department’s interests.

174. Dispute Resolution Procedure

- 174.1 For the purposes of clause 175 – Dispute Resolution Procedure for Individual Disputes, clause 176 – Dispute Resolution Procedure for Prison/Service Area Disputes, and clause 177 – Dispute Resolution Procedure for Corporate Disputes, ‘working days’ means any day from Monday to Friday excluding Public Holidays.
- 174.2 It is in the interests of all parties to manage the resolution of any issues or disputes in a manner that will not damage the business of the Department. Any question or dispute that arises between the parties regarding the meaning and effect of this Agreement or the *Minimum Conditions of Employment Act 1993* (WA) will be resolved in accordance with this clause and clause 175 – Dispute Resolution Procedure for Individual Disputes, clause 176 – Dispute Resolution Procedure for Prison/Service Area Disputes and clause 177 – Dispute Resolution Procedure for Corporate Disputes, as applicable.

- 174.3 The parties recognise that a decision must have occurred in order for a dispute or a Status Quo to be invoked. The Status Quo existing before a dispute is to continue whilst this procedure is being followed, unless otherwise determined by the WAIRC. The Status Quo should be used to create an environment for discussions and settlement of disputes.
- 174.4 No party will be prejudiced as to the final settlement by the maintenance of the Status Quo throughout the dispute.
- 174.5 The Status Quo shall lapse two months after the last meeting held between the parties to this Agreement regarding the dispute. If the matter is referred to the WAIRC before the Status Quo lapses, it shall continue unless so determined by the WAIRC.
- 174.6 The parties agree that no precipitate action will be taken prior to or during the time this procedure is being followed, and that the parties will participate in the process in good faith with a desire to resolve the issue at the lowest possible level.
- 174.7 Relevant facts shall be identified and recorded. The parties should retain their own records for future reference.
- 174.8 The period for resolving a dispute at any stage may be extended by agreement between the parties.
- 174.9 No matter will be referred to the WAIRC without having first undergone the dispute resolution procedure, evidenced by a dispute resolution procedure form or a letter signed at each stage by the parties involved. The parties agree to be bound by the decision of the WAIRC subject to the *Industrial Relations Act 1979* (WA).
- 174.10 The use of the provisions contained in this clause and clause 175 – Dispute Resolution Procedure for Individual Disputes, clause 176 – Dispute Resolution Procedure for Prison/Service Area Disputes, and clause 177 – Dispute Resolution Procedure for Corporate Disputes will be monitored by LCCs and PCCs.

175. Dispute Resolution Procedure for Individual Disputes

- 175.1 An Individual Dispute is a grievance or an issue which affects only one Officer.
- 175.2 Stage One
- (a) If an Officer has an Individual Dispute, the Officer (and the Officer's representative if the Officer has one) will discuss the dispute with the relevant Superintendent and/or forward a completed Stage 1 – Individual Dispute Resolution Procedure Form as set out in Schedule E – Dispute Resolution Procedure Forms, or a letter stating the nature of the dispute and the resolution sought to the Superintendent.
- (b) The Superintendent will provide a response to the Officer within five working days.
- 175.3 Stage Two
- (a) If the dispute is not resolved, and the Officer wishes to escalate the dispute, he or she shall forward a completed Stage 2 – Individual Dispute Resolution Procedure Form as set out in Schedule E – Dispute Resolution Procedure Forms, or a letter stating the nature of the dispute and the resolution sought, to the relevant Deputy Commissioner.
- (b) The Officer and/or the Officer's representative and representatives of the relevant Deputy Commissioner will discuss the matter. The Deputy Commissioner will seek to resolve and provide a written response within seven working days.
- 175.4 Stage Three
- (a) If the dispute is not resolved, the Union or the Department may refer the matter to the WAIRC.

176. Dispute Resolution Procedure for Prison/Service Area Disputes

176.1 A Prison or Service Area Dispute is a grievance or issue which affects more than one Officer but is confined to a single Prison or Service Area.

176.2 Stage One

(a) If the Union has a Prison or Service Area Dispute, it shall forward a Stage 1 – Prison/Service Area Dispute Resolution Procedure Form as set out in Schedule E – Dispute Resolution Procedure Forms or a letter stating the nature of the dispute, and the resolution sought to the Superintendent or Service Area Head.

(b) The Superintendent or Service Area Head and the Local Union Branch will discuss the dispute, and the Superintendent or Service Area Head will provide a response to the Local Branch of the Union within five working days.

176.3 Stage Two

(a) If the dispute is not resolved, and either party wishes to escalate the dispute, a Stage 2 of the Prison/Service Area Dispute Procedure Resolution Form set out in Schedule E – Dispute Resolution Forms is to be completed and forwarded to the relevant Deputy Commissioner.

(b) Representatives of the Union Executive and the relevant Deputy Commissioner and/or his or her representatives will meet to discuss the dispute within seven working days. The Deputy Commissioner will seek to resolve and provide a written response to the other party within seven working days.

176.4 Stage Three

(a) If the dispute is not resolved, either the Department or the Union may refer the matter to the WAIRC.

177. Dispute Resolution Procedure for Corporate Disputes

177.1 A Corporate Dispute is a grievance or an issue, which affects more than one Prison or Service Area.

177.2 If either the Department or Union has a Corporate Dispute, a Stage 1 of the Corporate Dispute Resolution Procedure Form set out in Schedule E – Dispute Resolution Procedure Forms is to be completed and forwarded to the other party. A dispute may be initiated under this clause without the matter first being initiated at each of the affected Prisons and/or Service Areas.

177.3 The party with whom the dispute has been raised must provide a response to the other party within seven working days.

177.4 If the dispute is not resolved, then either the Department or the Union may refer the matter to the WAIRC.

Part I – Union Matters

178. Facilities for Union Representatives

178.1 The Department recognises the rights of the Union to organise and represent its members. Elected Representatives in the Department have a legitimate role and function in assisting the Union in recruitment, organising, communication, and representing members' interests in the workplace, Department and Union electorate.

178.2 The Department recognises that:

- (a) Under the Union's rules, Elected Representatives represent members within the Union.
- (b) Elected Representatives in the workplace are not to be threatened or disadvantaged in any way as a result of their role as a Union representative.

178.3 The Department will provide to Elected Representatives:

- (a) reasonable paid time off from normal duties to perform his or her functions as a representative of the Union such as organising, recruiting, individual grievance handling, collective bargaining, involvement in the Electorate Delegates Committee and attending to Union business in accordance with clause 181 – Leave to Attend Union Business.
- (b) Access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to, the use of filing cabinets, meeting rooms, telephones, fax, email, internet, photocopiers and stationery. Such access to facilities shall not unreasonably affect the operation of the Prison Service and shall be in accordance with normal Department protocols.
- (c) A noticeboard for the display of Union materials including broadcast email facilities.
- (d) Notification of the commencement of new Officers, and as part of their induction, time to discuss the benefits of Union membership with them.
- (e) Access to agreements, policies and procedures.
- (f) The names of any Equal Employment Opportunity and Occupational Safety, Health and Welfare representatives.

178.4 Where the Department allows a person to take paid time off to attend Union duties or meetings, there will be an obligation on the Department to backfill that position. Where there are a maximum number of positions agreed to be backfilled by the parties at a Prison, covering Union leave will constitute one of those positions.

179. Union State Council and Executive Council Meetings

179.1 To assist Elected Representatives to attend Union State Council and Union Executive Council meetings:

- (a) The Superintendent will, on receiving at least one week's notice of the meeting, make administrative Shift Swaps so that Elected Representatives can have day(s) off.
- (b) Where the Local Union Branch is located more than 240km from the Perth General Post Office, the Elected Representative will be provided with appropriate travel time during ordinary rostered hours, up to a maximum of one rostered shift or 12 hours, whichever is the lesser.

180. Trade Union Training Leave

180.1 Subject to the provisions of this clause, the Department shall grant paid leave to Officers who are nominated by the Union to attend:

- (a) short courses conducted by the Union or a body nominated by the Union; and

- (b) from time to time, such other similar courses or seminars as agreed by the Union and the Department.
- 180.2 The Department shall grant trade Union training leave of up to five days paid leave per calendar year to Officers who are nominated by their Union to attend Union training, short courses or seminars conducted by the Union or a body nominated by the Union.
- 180.3 Leave in excess of five days and up to ten days may be granted in any one calendar year, provided that the total leave being granted in that year and in the subsequent year does not exceed ten days.
- 180.4 Trade Union training leave shall include any necessary travelling time in normal working hours immediately before or after the course.
- 180.5 A qualifying period of 12 months in Government employment shall be served before an Officer is eligible to attend courses or seminars of more than one-half day duration. The Department may, where special circumstances exist, approve an application to attend a course or seminar where an Officer has less than 12 months' Government service.
- 180.6 Any application for trade Union training leave must be submitted for approval at least four weeks before the commencement of the course or such lesser period as agreed with the Department.
- 180.7 All applications for trade Union training leave shall be accompanied by a statement from the Union indicating that the Officer has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the body which is conducting the course.
- 180.8 The approval of trade Union training leave is subject to operational requirements of the Department.
- 180.9 Trade Union training leave will be granted at the Hourly Annualised Rate of Pay.
- 180.10 Where a Public Holiday falls during the duration of a course, a day off in lieu of that day will not be granted.
- 180.11 Shift workers attending a course shall be deemed to have worked the shifts they would have ordinarily worked had trade Union training leave not been taken to attend the course.
- 180.12 The Department shall not be liable for any expenses associated with an Officer's attendance at a Union training course.

181. Leave to Attend Union Business

- 181.1 The Department shall grant leave to attend Union business at the ordinary rate of pay during normal working hours to an Officer:
 - (a) who is required to attend or give evidence before any industrial tribunal;
 - (b) who is a Union nominated representative is required to attend any negotiations and/or proceedings before an industrial tribunal and/or meetings with Ministers of the Crown, their staff or any other representative of Government;
 - (c) when prior arrangement has been made between the Union and the Department for the Officer to attend official Union meetings preliminary to negotiations and/or industrial tribunal proceedings; and
 - (d) who is a Union nominated representative required to attend joint Union/management consultative committees or working parties.
- 181.2 Leave to attend Union business shall include any necessary travelling time during normal rostered hours.
- 181.3 The granting of leave is subject to operational requirements, and shall only be approved:
 - (a) where reasonable notice is given for the application for leave to attend Union business;

- (b) for the minimum period necessary to enable the Union business to be conducted or evidence to be given; and
- (c) for those Officers whose attendance is essential.

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

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

181.6 The provisions of the clause shall not apply to:

- (a) special arrangements made with the Union which provide for unpaid leave for Officers to conduct Union business;
- (b) when an Officer is absent from work without the approval of the Department; or
- (c) Officers employed on a casual basis.