

TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

s 23 application for award or variation of award

Tasmanian Trades and Labor Council (T15171 of 2024)

PRESIDENT D BARCLAY,

HOBART, 7 NOVEMBER 2024

Variation of award – work related allowances – consent application – consent order issued – operative from first full pay period on or after 28 May 2024 save for clauses 10.8 and 20.8 for which the effective date is 1 July 2024

ORDER BY CONSENT –

POLICE AWARD

**No. 3 of 2024
(Consolidated)**

THE FOLLOWING CLAUSES ARE VARIED AND THE AWARD IS CONSOLIDATED:

CLAUSE 4 – DATE OF OPERATION

CLAUSE 5 – SUPERSESSION

CLAUSE 9 – DETECTIVES ALLOWANCE

CLAUSE 10 – EXPENSE ALLOWANCES

CLAUSE 11 – TRANSFER EXPENSES

CLAUSE 20 – PHYSICAL SURVEILLANCE SERVICES AND POLICE TECHNICAL SURVEILLANCE
SERVICES

CLAUSE 21 – SPECIAL RESPONSE AND COUNTER TERRORISM UNIT

1. TITLE

This award shall be known as the "Police Award".

2. SCOPE

This award shall apply to all members permanently or temporarily appointed under the provisions of the Tasmania *Police Service Act* 2003 for whom classifications appear in this award other than officers appointed for fixed terms at or above the level of Commander.

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4. DATE OF OPERATION

- 4.1 This Award will come into effect from 7 November 21024.

5. SUPERSESION

- 5.1 This award incorporates and supersedes the Police Award No 2 of 2024 (Consolidated).
- 5.2 This award does not remove or otherwise alter any right or obligation incurred or accrued under the award it supersedes.

6. PARTIES AND PERSONS BOUND

- 6.1 This award shall apply to, and be binding upon:
- (a) all members (whether members of a Registered Organisation or not) for whom classifications appear in this award, other than officers appointed on fixed terms at the level of Commander or above;
 - (b) The Police Association of Tasmania and its officers, and members of the Police Association of Tasmania for whom classifications appear in this award but does not include officers appointed on fixed terms at the level of Commander or above;
 - (c) the Controlling Authority having an interest in this award is the Commissioner of Police in relation to all members.

7. DEFINITIONS

7.1 Award Definitions

In this award unless the contrary intention appears:

'Award' means the Police Award.

'Classification' means assignment of a specified level or range of salary or status on a scale ascribing to a position in the Tasmania Police Service.

'Controlling Authority' means the Commissioner of Police.

'Day' means a calendar day, commencing at 12.01am and concluding at 12.00 midnight.

'De Facto Spouse' means a person of the opposite sex or same sex as a member and who lives as the spouse of that member, although not legally married to that person

'Dependent Relative' means a relative or other person who is primarily dependent on the member for support.

'Detective' means a member appointed as a detective as determined by the Controlling Authority.

'Member' means a person permanently or temporarily appointed under the provisions of the *Police Service Act 2003* in the Tasmania Police Service appointed to a rank covered by this award, other than Officers appointed on fixed terms at or above the level of Commander.

'Normal salary' means the salary at subclause 8.1 of Clause 8 - Salaries, but does not include the shift and penalty allowances at Clause 19 - Shift and Penalty Allowance.

'Officer' means a member who holds a Commission and has been appointed to the rank covered by this award of Inspector and Commander.

'Shift Worker' means a member who is required to undertake shiftwork.

'Spouse' means husband, wife or de facto spouse of the member.

8. SALARIES

8.1 Salaries

8.1.1 A member shall, subject to satisfying the requirements of this award, be paid:

	As at	Column A	Column B	Column C
	FFPPOOA 1/12/21	FFPPOOA 1/12/22 3.5%	FFPPOOA 1/12/23 3%	FFPPOOA 1/12/24 3%
Constable				
Trainee	54,643	56,556	58,253	60,001
Level 1	65,005	67,280	69,298	71,377
Level 2	67,175	69,526	71,612	73,760
Level 3	69,344	71,771	73,924	76,142
Level 4	71,509	74,012	76,232	78,519
Level 5	73,676	76,255	78,543	80,899
Level 6	75,846	78,501	80,856	83,282
Level 7	78,010	80,740	83,162	85,657
Level 8	80,179	82,985	85,475	88,039
Level 9	82,357	85,239	87,796	90,430
Level 10	84,513	87,471	90,095	92,798
Level 11	86,675	89,709	92,400	95,172
Level 12	89,734	92,875	95,661	98,531
Level 13(i)	92,359	95,592	98,460	101,414

Level 13(ii)	94,980	98,304	101,253	104,291
Sergeant				
Level 1	96,314	99,685	102,676	105,756
Level 2	98,593	102,044	105,105	108,258
Level 3	100,868	104,398	107,530	110,756
Level 4	103,143	106,753	109,956	113,255
Level 5	106,477	110,204	113,510	116,915
Level 6(i)	108,776	112,583	115,960	119,439
Level 6(ii)	111,077	114,965	118,414	121,966
Inspector				
Level 1	146,849	155,598	160,266	165,074
Level 2	150,336	157,408	162,130	166,994
Level 3	152,085	160,801	165,625	170,594
Level 4(i)	155,363	164,436	169,369	174,450
Level 4(ii)	158,875	166,436	171,429	176,572
Commander				
Level 1	166,421	172,246	177,413	182,735

- 8.1.2 Increases shall be paid by instalments in accordance with paragraph 8.1.1.
- 8.1.3 All increases shall be payable on the first full pay period on or after the date prescribed within paragraph 8.1.1.
- 8.1.4 All salaries shall be paid in equal instalments in accordance with the following formula:
- $$\frac{\text{Annual Salary} \times 10}{\text{Total Number of Working Days}}$$
- Where the total number of working days represents the number of calendar days, exclusive of Saturdays and Sundays, within the financial year commencing 1 July each year.
- 8.1.5 Salary increases of 2% back paid to the first full pay period commencing on or after 1 December 2020 constitute full and final settlement of any and all claims arising from the 18-month pay pause which occurred in 2014 and 2015.

- 8.1.6 The eligibility for salary increases provided at subclause 8.1.1 are to be paid for members appointed and employed as at the date of the variation taking effect.

8.2 Calculation and Payment of Salaries

- 8.2.1 All salary and wages shall be paid by direct deposit into the member's nominated financial institution.
- 8.2.2 Salaries and wages shall be paid to members on the same day of each fortnight except where such day falls on a public holiday in which case payment shall normally be made on the previous working day but no later than the day after the normal pay day.
- 8.2.3 A member shall be given details, which may be electronic of gross and net pay due, together with details of hours, allowances, overtime, penalties, superannuation and any deductions made by the Controlling Authority.
- 8.2.4 A member proceeding on a period of paid leave for a minimum of five days duration, shall give 30 days' written notice to the Controlling Authority in order to receive advance payment. If 30 days' notice is not provided every effort will be made to effect advance payment or ensure payment be made as soon as possible after the leave is commenced.
- 8.2.5 Where a member is required by the Controlling Authority to take leave and 30 days' notice is not available he or she shall receive advance payment where requested.
- 8.2.6 If a member is short paid in relation to salary and allowances the required payment shall be made within 48 hours of the Controlling Authority being advised or becoming aware of the shortfall, or as agreed with the member, except where the relevant claim has not been submitted within the required time.
- 8.2.7 Salary payments shall be averaged so that each fortnight a member is paid a minimum of 76 hours' salary.

8.3 Accelerated Salary on Appointment

- 8.3.1 In accordance with the *Police Service Act 2003* lateral entry to different ranks and salaries within ranks may occur. The Controlling Authority may appoint a person who is suitably qualified and experienced to the appropriate rank subject to:
- (a) the Controlling Authority being satisfied that the person's qualifications and experience are suitable to the position and salary proposed; and
 - (b) the person's subsequent progression and promotion to higher ranks is on the same basis as progression and promotion of other members of the Tasmania Police Service.

- 8.3.2 The Controlling Authority may pay a Trainee Constable at a salary in the Constable's salary scale if necessary to attract a suitable applicant.
- 8.3.3 The Controlling Authority may review and vary a member's commencing salary set pursuant to paragraph 8.3.1 and paragraph 8.3.2 hereof within the first six months.

8.4 Performance Assessment

- 8.4.1 All members shall be subject to an annual performance assessment 12 months following commencement of duty, including the period of training, in a relevant area
- 8.4.2 Members shall be subject to a further annual performance assessment every 12 months following the initial assessment in paragraph 8.4.1.
- 8.4.3 Where a member's classification has salary levels, the member's entitlement to his or her next level shall be subject to his or her performance being of at least a satisfactory standard. The review shall take into account whether a member is or has during the period of assessment been adversely affected by illness or injury.
- 8.4.4 Where a member does not meet the requirements in the paragraph 8.4.3, the Controlling Authority may, depending on the extent to which the member's performance does not meet the standard:
- (a) withhold or delay advancement to the next level;
 - (b) remove or suspend a salary increment; or
 - (c) reduce that member in rank.
- 8.4.5 A member may request the Controlling Authority to review his or her performance assessment review and resultant action, and if the matter is not resolved as a result of this review, the member may appeal the matter to a panel comprising a nominee of the Controlling Authority, a nominee of the Police Association of Tasmania and an independent chairperson mutually agreed upon between the Controlling Authority and the Police Association of Tasmania.

A member shall not be represented by another person in performance assessment appeals.

- 8.4.6 Performance Assessment Appeals must be lodged within 14 days of a member being notified of his or her performance assessment or resultant action otherwise a member forfeits his or her appeal rights.
- 8.4.7 An appeal determination shall be applied as follows:
- (a) where it disadvantages the member - from the date of determination, and
 - (b) where it advantages the member - from the date the appeal was lodged.

8.5 Annual Salary Increments

8.5.1 Definitions

For the purposes of this clause, the following definitions are relevant:

"Independent Study" means study where the majority (50% or more) is completed in the member's own time. It includes study where a Tertiary Education Assistance Scheme (TEAS) loan, HECS waiver offered under the UTAS Memorandum of Understanding, or Controlling Authority approved study leave is utilised.

In determining whether a Tertiary Qualification has been gained through independent study, all academic units gained through the Recruit In-Service Tertiary Pathway are excluded for the calculation and only those units required to articulate from the Associate Degree to a full Bachelors level degree or higher are used to determine the level of independent study.

Independent Study does not include tertiary study for any Promotion Qualification and Assessment Programs (PQAP), departmental in-service programs, Tasmania Police Professionalisation Program (TP3), nor Tasmanian Police Professionalisation Program Advanced (TP3A).

"Successful completion of tertiary qualifications" means for the purpose of determining the date of advancement of salary levels, successful completion of a tertiary qualification approved by the Controlling Authority, evidence of which is the certificate issued under the Seal of the University (date of graduation).

"Tertiary qualifications approved by the Controlling Authority" means tertiary qualifications gained from a recognised higher education authority at Bachelors level (AQF7) or higher.

Qualifications up to and including Associate degree level (AQF6) or equivalent are not, for the purposes of this clause, tertiary qualifications approved by the Controlling Authority."

8.5.2 Constable

- (a) A member shall commence on the minimum point in the Constable salary range after completion of the Trainee Course and being appointed as a Constable except for cases referred to in subclause 8.3.
- (b)
 - (i) Advancement to the next salary point (2nd) will occur after 12 months subject to successful completion of a probationary period and satisfactory completion of the performance assessment in accordance with subclause 8.4 - Performance Assessment.
 - (ii) On successful completion of a probationary period and successful completion of the Performance Assessment in accordance with

subclause 8.4, a Constable who has successfully completed, through independent study, a tertiary qualification approved by the Controlling Authority prior to being appointed shall advance to Level 3.

- (c) (i) Advancement to the 3rd, 4th, 5th, 6th, 7th, 8th 9th, 10th, 11th and 12th Constable salary levels will be on the subsequent anniversary dates, subject to the review in accordance with subclause 8.4 - Performance Assessment.
- (ii) Advancement to Constable salary level 13 (i) will only occur after being on Level 12 for 12 months and:
 - (A) Successfully completing the Sergeant Professional Development Program; or
 - (B) Successful completion, through independent study, of a tertiary qualification approved by the Controlling Authority.
- (iii) Advancement to constable salary level 13 (ii) will only occur after being on level 12 for 12 months and:
 - (A) Successfully completing the Sergeant Professional Development Program; and
 - (B) Successful completion, through independent study, of a tertiary qualification approved by the Controlling Authority.
- (d) Qualifications

A member who has fulfilled the following criteria shall have accelerated advancement by one salary level in the Constable range for each of the following qualifications:

- (A) Has successfully completed the Tasmania Police qualification training and been gazetted as a Senior Constable.
- (B) Has successfully completed the Tasmania Police qualification training and been gazetted as a qualified Senior Constable.
- (C) Has successfully completed, through independent study, tertiary qualifications approved by the controlling authority. This can be claimed for each tertiary qualification gained

Advancement claimed within the Constable rank cannot be claimed for advancement within the Sergeant or Inspector ranks.

8.5.3 Sergeant

- (a) On promotion to the rank of Sergeant, a member shall commence on Sergeant level 1 unless otherwise approved by the Controlling Authority. Advancement to level 2 will occur after probation (if applicable) and confirmation of this appointment. The Member will advance to the 3rd, 4th, 5th and 6th salary points on each anniversary date of that appointment, subject to the review outlined in sub-clause 8.4 – Performance Assessment. A member shall not advance beyond the 5th salary point under this sub-clause after the date of the first full pay period on or after 1 July 2018.
- (b) A member who has successfully completed, through independent study, tertiary qualifications approved by the Controlling Authority prior to being promoted to Sergeant, shall commence on Sergeant level 2. Advancement to Sergeant level 3 will occur after probation (if applicable) and confirmation of this appointment. The member will advance to the 4th, 5th and 6th Sergeant salary points on each anniversary date of that appointment, subject to the review outlined in sub-clause 8.4 – Performance Assessment. A member shall not advance beyond the 5th salary point under this sub-clause after the date of the first full pay period on or after 1 July 2018.
- (c) A sergeant who has successfully completed, through independent study, tertiary qualifications approved by the Controlling Authority shall have accelerated advancement by one salary level in the Sergeant range, provided that advancement in accordance with clause 8.5.3 (b) has not already occurred for the same tertiary qualification approved by the Controlling Authority.
- (d) A member who has successfully completed the Inspector Professional Development Program shall have accelerated advancement by one salary level in the Sergeant range.
- (e) Advancement to Sergeant level 6 (i) will only occur for a member who has been at Sergeant level 5 for 12 months and has successfully completed:
 - (i) the Inspector Professional Development Program, **or**
 - (ii) through independent study, tertiary qualifications approved by the Controlling Authority, provided that advancement in accordance with clause 8.5.3 (b) has not already occurred for the same tertiary qualification approved by the Controlling Authority.
- (f) Advancement to Sergeant level 6 (ii) will only occur for a member who has been at Sergeant level 5 for 12 months or is at level 6 (i) and has successfully completed:
 - (i) the Inspector Professional Development Program, **and**
 - (ii) through independent study, tertiary qualifications approved by the Controlling Authority, provided that advancement in accordance with

clause 8.5.3 (b) has not already occurred for the same tertiary qualification approved by the Controlling Authority.

- (g) (i) A member relieving on higher duties allowance at the rank of Sergeant shall be paid Sergeant Level 1 as prescribed at subclause 8.1 – Salaries
- (ii) A member at Constable level 13 (ii) relieving on higher duties allowance at the rank of Sergeant shall be paid Sergeant level 1 as prescribed at sub-clause 8.1 – Salaries.

8.5.4 Inspector

- (a) (i) On promotion to the rank of Inspector, a member will commence on level 1. Advancement to Inspector level 2 will occur after probation (if applicable) and confirmation of this appointment. The member will advance to the 3rd and 4 (i) Inspector salary points on the anniversary date of that appointment subject to satisfactory performance outlined in clause 8.4 – Performance Assessment.
 - (ii) (ii) A member who is promoted to the rank of Inspector on or after the date of the first full pay period on 1 July 2018 will commence on level 1. Advancement to Inspector level 2 will occur after probation (if applicable) and confirmation of this appointment. The member will advance to the 3rd and 4(i) Inspector salary points on the anniversary date of that appointment subject to the satisfactory performance outlined in clause 8.4 – Performance Assessment.
- (b) (i) An Inspector who has successfully completed, through independent study, tertiary qualifications approved by the Controlling Authority prior to being promoted, shall commence on Inspector level 2. Advancement to Inspector level 3 will occur after probation (if applicable) and confirmation of appointment. The member will advance to 4(i) Inspector salary point on the anniversary date of that appointment subject to satisfactory performance outlined in clause 8.4 – Performance Assessment.
 - (ii) A member who is promoted to the rank of Inspector on or after the date of the first full pay period on 1 July 2018 and who has successfully completed, through independent study, tertiary qualifications approved by the Controlling Authority prior to being promoted, shall commence on level 2. Advancement to Inspector level 3 will occur after probation (if applicable) and confirmation of this appointment. The member will advance to the 4(i) Inspector salary point on the anniversary date of that appointment subject to the satisfactory performance outlined in clause 8.4 – Performance Assessment.

- (c) Advancement to level 4 (ii) will only occur for a member who has been at level 4 (i) for 12 months and has successfully completed independent study at higher level tertiary qualifications Australian Qualification Framework 8 or higher level (or equivalent) approved by the Controlling Authority.
- (d) A member relieving on higher duties at the rank of Inspector shall be paid at Inspector Level 1 as prescribed at sub-clause 8.1. – Salaries.

8.5.5 Commander

- (a) On reversion from a fixed rank of Commander, for those eligible as specified in their Instrument of Appointment, the salary level in sub-clause 8.1 applies.
- (b) A member relieving on higher duties at the rank of Commander in accordance with 9.1. shall be paid the salary level for Commander in sub-clause 8.1

8.5.6 Explanatory Notes

For the purposes of sub-clause 8.5.2, 8.5.3 and 8.5.4 the following explanatory notes provides details on salary advancement under these sub-clauses where an Associate Degree has been gained through the recruit in-service tertiary pathway:

- Associate Degree + 4 units of independent study = a salary advancement by one level. Sub-clause 8.5.2 (d) (C) (i) refers (20/24 units completed - 100% of 4 units by Independent study).
- Associate Degree + 4 units independent study + 4 units independent study = a salary advancement by one level for successful completion of a tertiary qualification. (24/24 units completed Graduate Bachelors - 100% of 8 units by Independent study).
- Associate Degree + 4 PQAP Units (QP1/QP2) - non-independent study = a salary advancement by one level for successful completion of PQAP, QP1 & QP2. (20/24 units completed – 100% of 4 units by non-independent study).
- Associate Degree + 4 PQAP Units (QP1/QP2) non-independent study + 4 Units independent study = a salary advancement by one level for successful completion of a tertiary qualification. (24/24 units completed - 50% of 8 units' independent study).
- Associate Degree + 4 PQAP Units (QP1/QP2) non-independent study + 2 PQAP (Sergeants) units non-independent study = a salary advancement by one level for successful completion of PQAP, Qualified Sergeant. (22/24 units completed -100% of 6 units non- independent study).

- Associate Degree + 4 PQAP units (QP1/QP2) non-independent study + 2 PQAP (Sergeants) units non-independent PQAP study + 2 units independent study = no salary advancement applicable. (24/24 Units Completed - 25% of 8 units independent study).

8.6 Salary Retention

On attaining a salary level within a rank this level will be retained, except in cases referred to in paragraph 8.4.3 - Performance Assessment, or subclause 9.3.5. - Minimum Salary Level - Constable; and subclause 9.1 - Higher Duties Allowance or 9.2 - Shift in Charge Allowance, where the member no longer receives the specified allowance.

8.7 Classification Standards

The following classification standards are to be used when the classification level for a position is being determined:

8.7.1 Trainee Constable

- (a) A Trainee Constable is a member who is undertaking a Trainee Constable's Program established by the Controlling Authority.
- (b) A Trainee Constable is required to satisfy:
 - (i) physical;
 - (ii) educational; and
 - (iii) other criteria and standards prescribed by the Controlling Authority.
- (c) A Trainee Constable may be required to undertake routine Constable functions under direct supervision prior to and/or as part of the Trainee Constables Program.
- (d) Consultation shall occur between the Controlling Authority and the Police Association of Tasmania on the appropriate utilisation of Trainee Constables.

8.7.2 Constable

- (a) A Constable is a member who has successfully graduated from a Trainee Constable's Program established by the Controlling Authority or who, having satisfied selection criteria as determined by the Controlling Authority, and has taken the Constable's oath.
- (b) A member at this level is required to:

- (i) work under general supervision while on probation and develop to a stage of working under limited supervision within the directional framework provided by the Controlling Authority;
- (ii) resolve situations in accordance with training, instruction and experience;
- (iii) exercise statutory powers and responsibilities conferred on Constables;
- (iv) develop to a stage of being capable of assisting a Sergeant in the supervision of the work of other Constables and Trainee Constables;
- (v) exercise effective communication and apply sound theoretical and practical knowledge of relevant legislation;
- (vi) undertake basic investigations and apply basic knowledge of police operations that develop with experience.

8.7.3 Sergeant

- (a) A Sergeant position, determined by the Controlling Authority to be vacant, is open to a member who has successfully completed the Sergeant qualifying examination and course.
- (b) A member at this level is required to:
 - (i) work under limited supervision within the directional framework provided by the Controlling Authority;
 - (ii) make decisions on own initiative;
 - (iii) exercise statutory powers and responsibilities conferred on all ranks up to and including Sergeant;
 - (iv) undertake a supervisory role and leadership role and management of resources;
 - (v) assume command of incidents and operations generally within the area of expertise and level of responsibility;
 - (vi) research, prepare, develop and implement policy and/or training programs;
 - (vii) undertake high level investigation and apply theoretical knowledge of legislation;
 - (viii) exercise sound communication and interpersonal skills in dealings with stakeholders.

8.7.4 Inspector

- (a) A promotion to this rank is accompanied by a Commission pursuant to the *Police Service Act 2003*
- (b) A member at this level is required to:
 - (i) exercise a significant degree of independence in day to day activities, but be responsible to a Commander in meeting overall objectives;
 - (ii) manage large or multiple squads, sections or a division;
 - (iii) undertake a key role in planning, developing and implementing policing initiatives and programs;
 - (iv) co-ordinate major research, investigations and reviews;
 - (v) assume command of major incidents and operations within the level of responsibility;
 - (vi) research, prepare, develop and implement policy and training programs;
 - (vii) exercise statutory powers and responsibilities conferred on all ranks up to and including Inspector;
 - (viii) undertake high level investigations and manage large scale police operations;
 - (ix) exercise high level communication and interpersonal skills in dealing with stakeholders.

8.7.5 Commander

- (a) A member at this level is required to:
 - (i) be responsible to the Commissioner(s) in meeting corporate objectives;
 - (ii) exercise a significant degree of independence in managing and leading a geographical, major operational or support Command;
 - (iii) plan, develop and implement Command policy consistent with corporate objectives;
 - (iv) provide strategic and tactical command of major incidents and operations within a District or area;

- (v) be accountable for the proper exercise of statutory powers and responsibilities by themselves and all personnel under his/her command;
- (vi) exercise high level communication and interpersonal skills in dealing with community and government representatives and key stakeholders.

8.8 Tasmanian Minimum Wage

In accordance with s 47 AB of the *Industrial Relations Act 1984* (the *Act*) the minimum weekly wage for an adult full time employee is the Tasmanian Minimum Wage as determined by the Tasmanian Industrial Commission pursuant to s 35(10A) of the *Act*.

The Tasmanian Minimum Wage is \$915.90 per week operative from 1 August 2024.

PROVIDED this clause has no application to employees engaged under a contract of training or to an employee who is in receipt of a supported wage assessment.

8.9 Superannuation

- (a) Superannuation arrangements for police officers are prescribed in:
 - (i) the Public Sector Superannuation Reform Act 2016 (PSSR Act)
 - (ii) any regulations made for the purposes of the PSSR Act; and
 - (iii) the Tasmanian Accumulation Scheme Trust Deed created pursuant to the PSSR Act.
- (b) A police officer is to be a member of the Tasmanian Accumulation Scheme established by the PSSR Act, unless the police officer elects in writing to the Controlling Authority to become a member of another complying superannuation scheme, or, is a member of the Defined Benefits Scheme.
- (c) A police officer who had existing superannuation arrangements in place prior to the commencement of this award continues to be subject to those arrangements.
- (d) **Additional Employer Superannuation Contributions**
The provisions of this clause apply in addition to the rights, entitlements or obligations of the Department of Police Fire and Emergency Management or a police officer under the PSSR Act or any regulations made under it.

In this clause:

"complying superannuation scheme" means a superannuation scheme that is a complying superannuation fund for the purposes of the Superannuation Industry (Supervision) Act 1993 of the Commonwealth.

"default fund" means a superannuation fund that is nominated under section 20(1) of the PSSR Act to be a default fund.

(i) Accumulation Scheme Members

- (1) For any period of unpaid parental leave in the first 12 months the Controlling Authority will make fortnightly additional employer superannuation contributions on behalf of the member to the default fund or to another complying superannuation scheme if the member has so elected in writing, at the following rate:

$$\text{CACont} = (\text{NRP}/26) \times \text{C\%}$$

CACont – Additional Controlling Authority Superannuation Contribution

NRP – Normal rate of pay for member as defined in Clause 15 – Leave, subclause 15.5 Parental Leave, paragraph 15.5.1

C% - relevant "charge percentage" specified in section 19 of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth, as amended from time to time

- (2) For a period of paid parental leave for which a member, has decided to take the period of paid parental leave on half pay as provided for by Clause 15 Leave, Subclause 15.5 Parental Leave, 15.5.3 Maternity Leave paragraph (iii), or, 15.5.6 Adoption Leave, paragraph (iii), the Controlling Authority will make fortnightly additional employer superannuation contributions on behalf of the member to the default fund or to another complying superannuation scheme if the member has so elected in writing, at the following rate:

$$\text{CACont} = 0.5 \times (\text{NRP}/26) \times \text{C\%}$$

CACont – Additional Controlling Authority

NRP – Normal rate of pay for member as defined in Clause 15 – Leave, subclause 15.5 Parental Leave, paragraph 15.5.1

C% - relevant "charge percentage" specified in section 19 of the Superannuation Guarantee (Administration) Act 1992 of the

Commonwealth, as amended from time to time

(ii) Defined Benefit Scheme members

- (1) For any period of parental leave in the first 12 months during which a member is not paid salary or is paid salary of half their normal rate of pay and the member elects not to pay, is taken to have elected not to pay or is precluded by the rules of the Defined Benefit Scheme from paying, their own contributions to the Scheme, the Controlling Authority will make fortnightly additional employer superannuation contributions on behalf of the member for that period to the default fund or to another complying superannuation scheme if the member so elects in writing, at the following rate:

$$\text{CACont} = [(\text{NRP}/26) - \text{AS}] \times \text{C\%}$$

CACont – Additional Controlling Authority Superannuation Contribution

NRP – Normal rate of pay for member as defined in Clause 15 – Leave, subclause 15.5 Parental Leave, paragraph 15.5.1

AS – Actual salary paid to member while on parental leave

C% – relevant "charge percentage" specified in section 19 of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth, as amended from time to time

9. ALLOWANCES

9.1 Higher Duties Allowance

- 9.1.1 Where a member is required to perform the duties of a position of higher rank for a period of 38 working hours or more, that member shall be paid for the whole period an allowance equal to the difference between the member's own salary and allowances and the salary and allowances the member would have been paid had he or she been appointed to the higher rank.
- 9.1.2 Where a member receiving an allowance under this clause, proceeds on approved leave, sick leave or leave in lieu of overtime, the member will continue to receive this allowance provided that the duties continue after the period of such leave.
- 9.1.3 This clause shall not apply in situations where an entitlement may arise because of a member's absence due to accrued days off relative to the 38-hour week.
- 9.1.4 For the purpose of this clause '**rank**' means a promotable position.

- 9.1.5 Where a member is required to perform the duties of a position of higher rank and the member's own salary and allowances exceeds the salary and allowances of the higher position the member shall continue to receive their normal salary and allowances for the duration of the period of higher duties.

9.2 Shift In-Charge Allowance 24 hour Stations

- 9.2.1 A Constable who assumes the functions of a Sergeant as a result of a short term absence for a minimum of one shift, at the following 24 hour stations will receive a Shift-In Charge allowance:

- Radio Dispatch Services,
- Glenorchy Uniform,
- Bellerive Uniform,
- Bridgewater Uniform,
- Devonport Uniform,
- Burnie Uniform,
- Launceston Uniform,
- Hobart Uniform,
- and any other stations which become 24hr stations.

- 9.2.2 The allowance is not payable when any one absence is known to exceed 38 hours. Normal higher duties allowance at clause 9.1 will apply.

- 9.2.3 The allowance does not apply for members assuming the function of a Divisional or Administration Sergeant.

- 9.2.4 The allowance will be the difference between the individual Constables level and Sergeant level 1, with the exception of members at Constable level 13(ii) who shall be paid at Sergeant level 2 up until the date of the ffpp on or after 1 July 2018. After that date a member at Constable level 13(ii) shall only be paid at Sergeant level 1.

9.3 Country Police Station Allowance

- 9.3.1 Designated Country Police Stations and Clusters

- (a) The following stations have been determined by the Controlling Authority as designated 'Country Police Stations' and cluster groupings:

- (i) Nubeena and Dunalley. Note Richmond will cover Dunalley as if in a cluster arrangement,
- (ii) (Orford, Triabunna and Swansea) and (Swansea and Bicheno),
- (iii) Oatlands, Liawenee, Bothwell and Kempton.
- (iv) Maydena, Hamilton and Bushy Park,
- (v) St Mary's and Fingal,
- (vi) Dover and Geeveston,
- (vii) Cygnet and Woodbridge,
- (viii) (Rosebery, Zeehan and Waratah) and (Rosebery, Zeehan and Strahan)
- (b) Orford Marine and General Duties is part of the Orford, Triabunna and Swansea cluster for general duties. It will, in addition, interact with Sorell, Bicheno, Nubeena, Dunalley and Richmond stations for marine duties.
- (c) In addition Alonnah is a designated Country Police Stations, but is not contained within a cluster; however, will interact with Country and Community Police Stations where required and will be afforded support and coverage by the respective divisions.

9.3.2 Designated Country Police Station Allowance

- (a) A member, being a Constable or Sergeant appointed to a designated country station shall be paid an allowance equivalent to 37 per cent of the member's normal salary whilst they remain appointed to the designated country station.
- (b) The Allowance shall be paid in lieu of the following award provisions:
 - (i) Availability and Standby; except where provided for in this clause;
 - (ii) Call Back, except where provided for in this clause;
 - (iii) Overtime, except where provided for in this clause; and
 - (iv) Shift and Penalty Allowance; and
 - (v) Meal Expense Allowance.
- (c) The Allowance shall be regarded as part of salary for the period of appointment to the designated country station only and is payable on all approved leave taken or accrued upon resignation or termination from the service, whilst appointed to the designated country station.

9.3.3 General Provisions

- (a) The Member must occupy, and maintain occupancy, of the departmental residence as their primary residence unless otherwise approved by the Controlling Authority. Residences owned or leased by the Department will be provided rent free.

- (b) The District Commander is responsible for approving the geographic boundary of the designated stations. This will be done recognising the workload and patrol area of the designated station.
- (c) The primary policing role of any designated station shall be to the community within the cluster.
- (d) Divisional Management is responsible for developing and maintaining a leave roster having regard to service delivery, coverage and provision of relief at the designated stations within the cluster and taking into account reasonable requests by members.
- (e) Providing relief at Country Police Stations will be determined by Divisional Management who will take into consideration the following:
 - (i) the negative impact of service delivery caused by the absence of a substantive member;
 - (ii) the additional workload, including travel times of the remaining members within the cluster of designated stations; and
 - (iii) the provision of adequate rest and recreation time for the remaining members in the cluster.
- (f) A member at a designated station shall be available to respond to any telephone or direct enquiry, or reported incident whilst rostered on, unless adequate alternative temporary coverage has been prearranged.
- (g) A member at a designated station shall respond to any unplanned incident or event requiring a police response outside of their designated cluster when required to do so. This shall not include working shifts, or part thereof, in areas outside the designated cluster unless by agreement.
- (h) A member at a Country Police Station is not eligible to undertake a secondary role. Should a member need to resign from a secondary role to commence duty at a Country Police Station then they will/should be given preference to re-joining the nominated squad upon transfer to another area, other than another Country Police Station.

9.3.4 Rosters

- (a) Members accept that the nature of the position requires flexibility and as such have the autonomy to place themselves on and off duty to effectively police their communities, which may require performing additional duties to meet their communities' needs. This flexibility and autonomy also provides members with the ability to manage their own hours in conjunction with the cluster to ensure that they do not work excessive hours.
- (b) Rosters will show the member either "On" for the day or on an 'RDO' (rostered day off). No identified rostered hours will be shown. Each Member will manage their own time, in consultation with their direct supervisor, with an expectation that a minimum of twenty three eight hour days 'On' is worked over a five week roster cycle. Members will be entitled to twelve rostered days off in the five week roster cycle. When rostered

'On' a member will be available 24 hours to respond to any incident/request within their cluster unless they have worked excessive hours.

- (c) The rostering provisions occurring elsewhere in the award do not apply, however, the following shall apply for rostering purposes:
 - (i) An average of two consecutive rostered days off per week over the roster cycle shall be provided, but no more than 4 rostered days off is to be taken consecutively. RDO's can only be taken if another station within the cluster is rostered 'on'.
 - (ii) Members are expected to work a maximum of 3 out of 5 weekends, unless by agreement with Divisional Management, in a 5 week roster cycle;
 - (iii) The approved roster shall not provide for more than 7 consecutive days work, unless otherwise agreed.
 - (iv) The roster shall be established a minimum of 4 weeks in advance and shall be displayed in a prominent and easily accessible place or be electronically available for all members affected by the roster.

9.3.5 Minimum Salary Level - Constable

- (a) A Constable appointed to a designated country station will be paid a minimum salary level of Constable Level 6 whilst stationed at the designated country station, with subsequent increments for the duration of the appointment.
- (b) The entitlement to the minimum salary level of Constable level 6 and subsequent increments, shall apply for the period of the appointment to a designated country station only.
- (c) The differential between the member's substantive salary level during the appointment to a designated country station and the minimum salary level applicable is not an allowance but a minimum salary level whilst appointed to a country station.

9.3.6 Overtime and Call Back

- (a) Members working at a designated country police station will not be required to perform policing functions for excessive hours, which for the purposes of this subclause is greater than 14 consecutive hours.
- (b) In instances where a member is required to perform policing functions for more than 14 consecutive hours, they will receive an overtime payment until relieved. Members are required to notify Divisional Management of the likelihood that they will exceed 14 consecutive hours as soon as practicable. The 14-hour period can include up to 2 one- hour breaks.

- (c) Where a member does perform policing functions for excessive hours they are entitled to a minimum 10 hour uninterrupted break prior to performing another policing function, unless required to attend court which will attract overtime in accordance with sub-clause (b). In the event that Divisional management requires the member to return to duty within the 10 hour period they will be paid overtime until they receive an uninterrupted 10 hour break

Note members are expected to manage their own time as detailed in 9.3.4 (a) and the expectation is to minimise excessive hours.

- (d) Overtime payments will not be paid for events such as training requirements or vehicle servicing. It is expected that the member will arrange their working hours around known day shift events.
- (e) A member who is rostered as RDO and who has been requested by Divisional management to cover their and/or another station within their cluster, if no alternate coverage exists, will be entitled to availability and overtime. The payment is in addition to the allowance specified in 9.3.2.(a).
- (f) Reasonable consideration must be given to allow member's their rostered days off when requesting members to perform duty in relation sub-clause (e).
- (g) Where a member is required to perform duties outside their cluster group when rostered 'On', other than specified in (d) above, the member will be entitled to paid overtime for all hours worked in excess of 8 hours.

9.4 Specialist Allowance

- 9.4.1 Constables and Sergeants in identified specialist positions shall be paid an allowance, whilst appointed to the specialist area in recognition of the training requirements, attraction, retention, qualifications and skill level taking into account national accreditation where appropriate.
- 9.4.2 The allowance is payable as indicated in the following table whilst the member remains appointed to the specialist position:

CATEGORY	AMOUNT	SPECIALIST POSITION
Level 1	Undertaking duties in a full-time role: on appointment \$671 pa, after 2 years \$1007 pa. Undertaking duties in a secondary role: on appointment \$904 pa, after 2 years \$1,242 pa.	Crash Investigator Public Order Management Team Counter Terrorism Surveillance Squad Crime Scene Examiners (appointed before 10.8.17) Bomb Scene Examiners Digital Evidence Unit (appointed before 10.8.17)
Level 2	Undertaking duties in a full-time role: on appointment \$1,342 pa, after 2 years \$2,013pa. Undertaking duties in a secondary role: on appointment \$1,753 pa, after 2 years \$2,421 pa.	Advanced Crash Investigator Certificate IV in Forensic Science (Crime Scene Examination C4 - HS07) or Diploma of Forensic Investigation (DP-FE26 POL54115) Certificate IV in Biometric Technologies (10061NAT) Certificate IV in Computer Systems Technology (IC41015) Dignitary Protection Police Technical Unit SOG Support Unit Court recognised experts accepted by the Controlling Authority working in the field of Forensics or CIS appointed before the 19th February 2015. Operational Skills Instructors – only applies to those performing the duties in secondary role and limited to those providing assessment and instruction on firearms, operational safety equipment, baton, OC, handcuffs and unarmed tactics.
Level 3	Undertaking duties in a full-time role: on appointment \$2,684 pa, after 2 years \$3,355 pa. Undertaking duties in a secondary role: on appointment \$3,326 pa, after 2 years \$3,354 pa.	Diploma of Public Safety (DP-2J25 – Forensic Investigation/Crime Scene Examination or Fingerprints) or Advanced Diploma of Public Safety (DP- FE31 - Forensic Investigation/Crime Scene Examination or Fingerprints)

		Advanced Diploma of Forensic Investigation (AD-FE31 POL64115) Negotiator Unit Bomb Response Group Prosecution Services Search & Rescue Crash Analyst
Level 4	Undertaking duties in a full- time role: on appointment \$4,026 pa, after 2 years \$4,698 pa. Undertaking duties in a secondary role: on appointment \$4,845 pa, after 2 years \$5,515 pa.	Physical Surveillance Services Technical Surveillance Services Graduate Certificate in Public Safety (Forensic Investigation) Graduate Certificate in Forensic Fingerprint Investigation (VC-HS03 POL84215) Graduate Certificate in Crime Scene Investigation (VC-HS01 POL84315) Graduate Certificate in Forensic Firearm Examination (VC-HS02 POL84115) Australasian Forensic Field Sciences Accreditation Board (AFFSAB) accredited
Level 5	Undertaking duties in a full- time role: on appointment \$5,369 pa, after 2 years \$6,039 pa. Undertaking duties in a secondary role: on appointment \$6,538 pa, after 2 years \$7,209 pa.	Special Operations Group

9.4.3 A recognised 'Team Leader' in the Special Operations Group shall receive an additional \$671 per annum to their entitlement specified in 9.4.2.

9.4.4 Inspectors shall receive a Specialist Allowance where they have the responsibility of managing the following specified secondary role squads:

- Public Order Management Team - \$596 per annum;
- Police Technical Unit - \$894 per annum;
- Search & Rescue (North & West) - \$894 per annum;
- Bomb Response Group - \$1,192 per annum; and
- Negotiators Unit - \$1,192 per annum.

The allowance is not payable where the Inspector manages a specialist squad as part of their primary role.

9.4.5 The Specialist Allowance will be adjusted in line with Police Award increases to the base salary for police constables that occur from time to time.

9.4.6 Where a member is in more than one specialist position listed, the allowances are not cumulative. The highest rate payable will apply.

9.4.7 For the purpose of this clause, "appointment" means officially appointed by the Controlling Authority. Eligibility for the higher rate after two years is established by the date of appointment to the specialist area.

9.4.8 The number of members classified as:

- Bomb Scene Examiners;
- Members of the Digital Evidence Unit; or
- Operational Skills Instructors;

is to be determined by the Controlling Authority.

9.4.9 Specialist Squad Training

Members in receipt of the Specialist Allowance and who are required to participate in gazetted specialist training days are subject to the following provisions:

- (a) Not less than five (5) days' notice will be provided to members with details of the training plan showing the hours of work during the gazetted training period.
- (b) Starting and finishing times will be flexible and shall be within the range of day and afternoon shifts with a minimum of 10 hour break between shifts.
- (c) A gazetted training day is an 8 hour shift.
- (d) The Commander, Education and Training may, where there is a demonstrated need require members to work no more than one (1) unpaid additional hour to their gazetted specialist training day and no more than five (5) unpaid hours cumulative during a gazetted specialist training block. Any additional hours in excess of this arrangement will be paid at overtime rates, unless otherwise agreed. In being required to work additional hours, members must be given not less than 5 days' notice of the requirement. Time off in Lieu is not applicable to any additional unpaid hours worked.

(e) The provisions in (d) above supersede the Education and Training Commander's ability to deem specialist training days as a training activity for the purpose of clause 14.1.8 (e) of the Award.

(f) Specialist Squads who do not receive an allowance under 9.4.2 are not subject to the provisions of this clause.

9.4.10 A Constable or Sergeant who was in receipt of the Specialist Squad Allowance immediately prior to the first full pay period on or after 1 March 2011, which is greater than the Specialist Allowance under this clause, shall receive a maintenance payment equivalent to the difference between the two allowances based upon the Specialist Squad Allowance they received in the pay period immediately prior to 1 December 2010, until such time as the Specialist Allowance exceeds the difference or the Constable or Sergeant leaves the Specialist Squad.

9.5 Sea Going Allowance

"sea going duties" means all work performed by members who are on a vessel capable of accommodating members overnight and includes marine patrols, land based duties (whilst on marine patrols), and vessel maintenance duties whilst away from home port.

9.5.1 A member who is required to perform sea going duties who is away from his or her normal place of residence overnight shall, in compensation for extra hours worked and other disabilities relating to such duties, be paid an allowance equivalent to 60 per cent of normal salary;

PROVIDED that this allowance shall be payable in addition to the provisions of subclause 10.1 - Camping and Sea Victualling Expense Allowance and Clause 19 - Shift and Penalty Allowance.

9.5.2 A member rostered to perform sea going duties will receive eight hours pay at normal time plus the applicable shift and penalty allowance. In addition, the member will receive the 'Sea Going Allowance'.

9.5.3 Where a member is required to work, or return to work, between 12 midnight and 6am, overtime or recall to duty will be paid where the member is directed or tasked to perform duties, including relocating to another area to commence work. Overtime will not be payable where the member is required to perform routine vessel tasks, such as, but not limited to, moving the vessel to a safer mooring or attending to the vessel alarms. These conditions will apply at all times the member is eligible to receive the 'Sea Going Allowance'.

9.5.4 Where a member is unable to return to port to commence an RDO due to poor weather, the member will be entitled to single time for eight hours (normal pay), exclusive of shift and penalty allowances, for each RDO or part thereof. The member will also receive a day in lieu for each RDO or part thereof that the member remains at sea due to poor weather. In addition, the member will receive the 'Sea Going Allowance' for each RDO that involves an overnight stay. Days in lieu are to be taken within the roster period unless otherwise agreed to.

- 9.5.5 Where a member at sea is required by the Controlling Authority to continue or commence duty at any time on an RDO, the member will be paid 8 hours overtime irrespective of the time worked. In addition, the member will receive the 'Sea Going Allowance' for each RDO that involves an overnight stay. Where no 'Sea Going Allowance' is applicable, the member will be paid overtime for actual hours worked.
- 9.5.6 Where a member is not at sea and recalled to duty on a rostered day off and not required to stay away from his or her normal residence overnight standard recall and overtime provisions prevail.

9.6 Skippers Allowance

- 9.6.1 A Constable who has responsibilities as Skipper of an ocean going vessel owned or leased by the Controlling Authority and who holds the minimum qualifications of Master Class 5 with an EDG2 or an EDG3 shall be eligible to receive the Skipper's Allowance.
- 9.6.2 The Skippers Allowance will be an allowance that is equivalent to the base salary of sergeant level 1. A member at constable level 13 (ii) shall be paid at sergeant level 2 up until the date of the first full pay period on or after 1 July 2018. After that date the member shall be paid at sergeant level 1. There is an entitlement to increments on the anniversary date of receiving this allowance within the sergeant salary levels.
- 9.6.3 This allowance will be counted for all purposes and will be payable for all shift and penalty allowance, overtime, seagoing allowance, and all approved leave.
- 9.6.4 A member who is qualified and relieves as skipper of a vessel that requires the minimum qualifications as described in 9.6.1. above shall receive this allowance on each occasion they undertake skipper responsibilities, subject to a qualifying period of one rostered shift.

9.7 Detectives Allowance

- 9.7.1 A Constable or Sergeant, who is a designated Detective and is permanently attached to the Criminal Investigation Branch, Drug Investigation Service, Professional Standards, Crime and Intelligence Command, Multi-Disciplinary Centres, Investigations Training Coordinator or Joint Counter Terrorism Taskforce shall be paid an allowance of \$5,542.00 per annum.
- 9.7.2 Members who are permanently attached to any of the work areas in sub-clause 9.7.1, who are not designated detectives shall receive an allowance of \$2,662.60 per annum.
- 9.7.3. The Detectives Allowances specified in sub-clause 9.7.1 and 9.7.2 above are only payable to members who perform investigative duties.
- 9.7.4 Detective Inspectors attached in areas specified in 9.7.1 shall receive an allowance of \$5,542.60 per annum. The Controlling Authority shall designate any Inspector attached to work areas in 9.7.1 as a Detective for the purpose of their duties.

- 9.7.5 This allowance shall be adjusted annually to reflect the change in the Consumer Price Index (weighted average of the eight capital cities) calculated for the period March to March.

9.8 Additional Duties Allowance – Inspectors

- 9.8.1 Inspectors required to undertake after-hours' supervision shifts in addition to their primary roles shall be paid an allowance of \$1,553 per annum in recognition.

10. EXPENSE ALLOWANCES

10.1 Camping and Sea Victualling Expense Allowance

- 10.1.1 Where, in the performance of duties, a member is either required to camp, and tents or other means of accommodation are provided, or if the member is required to proceed to sea, and is away from the member's normal place of residence overnight, the member shall be paid a camp or sea victualling allowance, as the case may be, in accordance with the following rates for each 24 hour period of absence:

Where a cook is provided:	\$43.29
Where a cook is not provided:	\$80.10

- 10.1.2 For a period of absence overnight involving less than a 24 hour period a minimum allowance of the following shall apply:

Where a cook is provided:	\$34.48
Where a cook is not provided:	\$64.02

- 10.1.3 The provisions of this clause shall not apply to any members engaged in a trainee constable's program, in-service training course, specialist squad training days or other activity deemed by the Commander, Education and Training to be a training activity and who are supplied with meals, either cooked or uncooked, by the Controlling Authority.

10.2 Incidental Expenses on Training Courses

- 10.2.1 A member, except trainees undergoing the trainee constables program, required or authorised to attend a training course, policing response, conference or similar function where full board and accommodation is provided at no cost to the member and the member stays overnight, shall be paid incidental expenses at the rate of \$25.45 within Tasmania and \$35.88 outside Tasmania for each overnight stay.

10.3 Community Assistance Expense Allowance

- 10.3.1 A member who permanently transfers to one of the following stations:

Alonnah	Bothwell
Bicheno	Bushy Park
Bridport	Currie
Campbell Town	Derby
Cygnet	Dunalley
Dover	Fingal
Gladstone	Geeveston
Kempton	Hamilton
Liawenee	Lady Barron
Nubeena	Maydena
Orford	Oatlands
Richmond	Queenstown
Rosebery	Ringarooma
Smithton	Scottsdale
Strahan	St Helens
St Mary's	Swansea
Triabunna	Waratah
Whitemark	Woodbridge
Zeehan	

shall be paid an allowance of \$3,603.80 per annum.

- 10.3.2 The allowance shall be paid in equal instalments in the member's fortnightly salary.
- 10.3.3 Members are entitled to this allowance when appointed to a station specified in 10.3.1. The allowance is paid on the provision that the member lives within the station sub-division in a Departmentally owned or leased residence, or another privately leased residence as their primary residence. The allowance will not be payable to members who own their residence within the station sub-division.
- 10.3.4 Members in receipt of this allowance are not required to pay rent whilst residing in a police owned or leased residence, on the provision that the residence remains their primary place of residence whilst appointed to the station.

10.4 Isolated Community Expense Allowance

- 10.4.1 The purpose of this allowance is to compensate for excess costs necessarily incurred by a member living in an isolated area and without limiting the foregoing includes partial reimbursement for phone calls, freight, fuel and depreciation costs.
- 10.4.2 Where a member permanently transfers to one of the following stations, the member shall be paid an allowance in accordance with the following:
- (a) Alonnah, Currie (King Island), Lady Barron and Whitemark (Flinders Island) - \$11,530.82 per annum.

- (b) Liawenee, Waratah, Queenstown, Rosebery, Strahan and Zeehan - \$7,924.80 per annum.

10.4.3 The allowance shall be paid in equal instalments in the member's fortnightly salary.

10.5 Meal Expense Allowance

10.5.1 When a member, being a Constable or Sergeant, continues authorised duty for a period in excess of two hours' duration immediately following the member's rostered duty or two hours in excess of normal hours on a rostered day off, the member may claim up to \$15.45 for meal expenses actually incurred.

10.5.2 The exception to this is where the excess work detailed above is performed over the full dinner period from 6.00pm to 7.30pm. In such cases the amount that may be reimbursed is up to \$29.53.

10.5.3 Where an officer continues duty in excess of two hours' duration immediately following, or where an officer is required to commence duty two hours prior to rostered duty, or two hours in excess of normal hours on a rostered day off, the officer shall be reimbursed for reasonable actual expenses for a meal. Payment of this allowance is dependent on un-programmed and/or additional work and actual expenses being incurred.

PROVIDED that the officer is not entitled to a meal allowance or meal expense when the officer continues to work on programmed and/or normal work.

10.5.4 Where a member works a further period of authorised continuous overtime duty beyond that outlined in paragraph 10.5.4 above, the member may be reimbursed up to \$15.44 for meal expenses actually incurred for each additional five hours' overtime worked.

10.5.5 Where a member commences authorised duty in excess of two hours before the commencement time of his or her normal rostered duty, the member may claim up to \$15.44 for meal expenses actually incurred.

10.5.6 Meal expenses in excess of or at variance with the rates set out in this clause may be paid if, on the determination of the Controlling Authority, special circumstances exist which justify the excess or variation.

10.5.7 This clause does not apply to members receiving an allowance under subclause 10.1 - Camping and Sea Victualling Expense Allowance and subclause 10.8 - Overnight Expense Allowance.

10.5.8 All claims for reimbursement under this clause must be accompanied by receipts or other accepted documentation substantiating the purchase or purchases made.

10.6 Motor Vehicle Expense Allowance

10.6.1 A member:

- (a) authorised or directed by a duly authorised senior officer to use; or
- (b) on approved leave in an area which in the opinion of the Controlling Authority is distant from his or her usual place of residence and is directed to interrupt such leave for purposes associated with the member's service and is authorised to return to use his or her private motor vehicle in the performance of the member's police duties, or to the member's home centre in the member's private motor vehicle,

shall be paid an allowance for use of the member's private motor vehicle in accordance with the following rates:

Annual Kilometrage Travelled on Duty	Rate A 2.00 Litres or more	Rate B Less Than 2.00 Litres
	Cents per km	Cents per km
First 10,000 km	68.73	60.09
Any additional kms	36.58	33.15

10.6.2 This clause is to operate in respect of kilometrage travelled in any one financial year.

10.7 Licensing Allowance

10.7.1 A member who with the approval of the Controlling Authority undertakes licensing duties on a full-time basis shall be paid an allowance of \$1,952.10 per annum.

10.7.2 A member who with the approval of the Controlling Authority was undertaking licensing duties on a full-time basis before the 19th February 2015 shall be paid an allowance of \$2,662.66 per annum and shall continue to receive this allowance until the member no longer undertakes licensing duties on a full-time basis.

10.8 Overnight Expense Allowance

10.8.1 Members travelling on duty who are required to remain away from their normal place of residence overnight shall be paid an allowance calculated in accordance with the following components:

Overnight Accommodation

<u>Accommodation Venue</u>	<u>Overnight Accommodation Rate</u>
Adelaide	\$157.00

Brisbane	\$175.00
Canberra	\$168.00
Darwin	\$220.00
Melbourne	\$173.00
Perth	\$180.00
Sydney	\$198.00
Tasmania	\$147.00

Meal Allowances
(Preceding or following an overnight absence)

Breakfast	Applicable 7.00am – 8.30am	\$33.90
Lunch	Applicable 12.30 – 2.00pm	\$38.10
Dinner	Applicable 6.00pm – 7.30pm	\$64.94

The rates contained in the tables above are derived from the Australian Taxation Office Taxation (ATO) Determination TD 2024/3, Table 1. These rates are to be adjusted from 1 July each year in accordance with the appropriate ATO determination. The accommodation component of the allowance is derived from the capital city rate for each State within that Determination.

PROVIDED that if the member so wishes, he or she shall be allowed advance payment of the estimated allowance payable for the period of travel in question.

10.8.2 In addition to the allowance available in accordance with paragraph 10.8.1 and provided the Controlling Authority is satisfied that the member did incur the expense claimed, a member shall be entitled to reimbursement of reasonable expenses incurred, as a result of his or her absence from the normal place of residence, for the following purposes:

- (a) a reasonable length telephone call to the member's spouse and children each 24 hours;
- (b) dry cleaning or laundry required as the result of an extended absence.

10.8.3 Notwithstanding paragraph 10.8.1 where the Controlling Authority is satisfied that no reasonable alternative accommodation is available, the member may be reimbursed for actual expenses incurred.

10.8.4 Where a member travels with a Judge or a Minister or in a representative capacity for the State, or on special duties as determined by the Controlling Authority, and thereby incurs additional expense, the member may be paid such travelling allowance as may be determined by the Controlling Authority.

10.8.5 A travelling allowance in excess of or at variance with the rates set out above may be paid if, on the determination of the Controlling Authority, special circumstances exist which justify such excess or variation.

10.8.6 A member required to travel in the performance of his or her duties:

- (a) within Australia or Papua New Guinea or New Zealand - by ship, aircraft, railway train, or other means of conveyance, where he or she is provided with meals and sleeping quarters, that member, while so travelling, shall be paid a travelling allowance at the rate of:

Rates per Overnight Day	\$
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(i) Within Tasmania	\$25.45
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(ii) Outside Tasmania	\$35.88
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- (b) outside Australia, Papua New Guinea or New Zealand - that member, while so travelling, shall be paid a travelling allowance at such rate as determined by Australian Taxation Office (ATO) Taxation Determination TD2024/3 – Reasonable amounts for overseas travel expenses, table 6, 7 or 8, whichever applies.

10.8.7 The allowance prescribed in this clause shall not be paid beyond three weeks unless the Controlling Authority is satisfied that the member did in fact incur the expenses claimed.

10.9 Plain Clothes Expense Allowance

10.9.1 A member required by the Controlling Authority to perform duties necessitating the wearing of Plain Clothes, including members who are pregnant and the Controlling Authority approves wearing of plain clothes, shall be paid as prescribed in the following categories:

- (a) Members, as the Controlling Authority determines, who are regularly required to wear plain clothes due to the nature of their duties will be paid \$3,067.27 per annum.
- (b) Members who are provided with protective clothing will be paid \$1,955.43 per annum.
- (c) Members required by the Authority to wear plain clothes on an occasional basis will be paid \$12.00 for each day they are required to wear plain clothes.
- (d) Members of the Dignitary Protection Unit who are not in receipt of a plain clothes allowance specified in sub-clause (a) above will be paid \$1,490.96 per annum in lieu of claiming the plain clothes allowance specified in sub-clause (c) above.

- (e) Members on permanent transfer to plain clothes duty in category (a) above may be paid an initial advance payment of \$1,531.97.
- (f) Member's carrying out Dignitary Protection Unit duties in a secondary role may be paid an initial advance payment of \$341.42 to assist with the purchase of appropriate clothing to carry out those duties.

10.9.2 Notwithstanding anything in this clause, the Controlling Authority may approve the plain clothes expense allowance upon application by a member in special circumstances.

10.10 Relieving Expense Allowance

10.10.1 A member absent from his or her usual station, and required to reside away from his or her normal place of residence for a period in excess of seven days relieving or assisting another member, shall be entitled to the following:

- (a) Where full board and lodgings are provided by the Controlling Authority, a rate of: \$26.22 per rostered workday.
- (b) Where only accommodation is provided by the Controlling Authority:
 - (i) Rate per day for the first six weeks of duty: \$83.94.
 - (ii) Thereafter such rate as the Controlling Authority may determine.

PROVIDED that Relieving Expenses at variance with the above rate may be paid if, on the determination of the Controlling Authority, special circumstances exist which justify such variation.

PROVIDED FURTHER that if while relieving or assisting at another station, a member is required to pay a retention fee for the accommodation the member rents while attending his or her usual station, the amount of that retention fee shall be paid in addition to any amount otherwise payable pursuant to this clause. Provided that the cost of such retention has been certified by the officer-in-charge at the member's usual station.

10.11 Communications Expense Allowance

10.11.1 A Communications Expense Allowance of \$1,490.96 per annum shall be paid to all Inspectors.

10.11.2 Inspectors shall be responsible for the provision of their own mobile phone device and contractual arrangements with a telecommunications service provider of their choice.

10.12 National Common Police Services and National Development programs

10.12.1 National Common Police Services

A member required to perform duty outside Tasmania as a seconded member of a national common police service may be entitled to one return economy fare each year to his or her station. This applies to the member and dependants of the member travelling with that member.

10.12.2 This entitlement is not cumulative, each year shall stand alone.

10.12.3 A member shall be eligible to receive payment for the return economy fares as prescribed in paragraph 10.12.1 provided that member has completed three months' continuous service with the National Common Police Service.

10.12.4 A member required to perform duty outside Tasmania as a seconded member of the Australian Bureau of Criminal Intelligence or the Australian Crime Commission shall be charged rental of not more than \$20.00 per week while occupying accommodation of a standard approved by the Controlling Authority.

10.12.5 A member required to perform duty outside Tasmania as a seconded member of a National Common Police Service shall be paid at a minimum of Constable Level 11 as provided at subclause 8.1 - Salaries, or the member's substantive rank, whichever is greater, for the period of the seconded duty, and shall be subject to the allowances normally received.

10.12.6 National Development Programs

Where a member attends an interstate development program, approved by the Controlling Authority, of at least seven weeks' duration, that member will be reimbursed one economy return air fare for the purpose of a reunion visit within the duration of the program.

10.13 General Provisions

The monetary rates contained in subclauses 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10 and 10.11 shall be adjusted annually to reflect the change in the Consumer Price Index (weighted average of the eight capital cities) calculated for the period March to March.

11. TRANSFER EXPENSES

11.1 Definitions

'Date of sale' for the purposes of this clause, the date of sale relating to a property purchased or sold is deemed to be the date of settlement.

'New locality' means the locality to which the member is transferred.

'Old locality' means the locality from which the member is transferred.

'Property' means all conventional permanent types of accommodation including flats, home units and land on which to erect a dwelling, but shall not include any type of temporary accommodation such as a caravan, holiday home, house boat or similar.

'Property Purchase Expenses' includes:

- (a) Professional costs and disbursements paid to a solicitor, land broker or conveyancer.
- (b) Expenses relating to the execution or discharge of a mortgage. Where the property is subject to more than one mortgage, the costs involved with one mortgage only shall be admissible.
- (c) Stamp duty and other statutory charges paid to register or transfer titles and/or mortgages.
- (d) All other expenses necessarily incurred in the purchase of a property which are approved by the Controlling Authority.

but does not include:

- (a) Mortgage insurance costs.
- (b) Charges incurred in arranging bridging finance.
- (c) Council or Corporation rates, water, sewerage, garbage, electricity or similar charges.

'Property Sale Expenses' includes:

- (a) Commission and related expenses paid to a real estate agent or other agent for fees paid to an auctioneer where the property is sold at auction.
- (b) Professional costs and disbursements paid to a solicitor, land broker or conveyancer.
- (c) Expenses relating to the execution or discharge of a mortgage. Where the property is subject to more than one mortgage, the costs involved with one mortgage only shall be admissible.
- (d) Advertising expenses, not exceeding \$500.00 relating to the sale of the property where an agent was not engaged to sell the property.
- (e) Stamp duty and other statutory charges paid to register or transfer titles and/or mortgages.
- (f) Other expenses necessarily incurred in the sale of a property which are approved by the Controlling Authority.

but does not include:

- (a) Charges incurred in arranging bridging finance.
- (b) Auctioneers fees in respect of an unsuccessful auction.
- (c) Council or Corporation rates, water, sewerage, garbage, electricity or similar charges.

'Transfer' or **'transferred'** means a permanent transfer resulting from an advertised vacancy or application for promotion, or a compulsory transfer. It does not include a voluntary request by a member, a posting upon graduation from the Police Academy or a transfer as a result of misconduct.

11.2 Property Sale Expenses

11.2.1 A member transferred from one location to another requiring a change in residence shall be entitled to property sale expenses for the sale of a property in their old locality provided that:

- (a) the property is owned and occupied by the member; or
- (b) the property was being purchased under a contract of sale providing for vacant possession; or
- (c) the property was being constructed for the member's own occupation on completion of construction;
- (d) at the date of sale the transfer of the member was approved and signed; and
- (e) the expenses shall not exceed:
 - (i) \$34,250 for a sale in a capital city and greater metropolitan area within the capital city,
 - (ii) \$22,482 for a sale in a non-capital city; or
 - (iii) such proportion which reflects the member's equity in the property owned jointly or in common with a person other than the members spouse or dependent relative; and
- (f) the amount paid shall be reimbursement for reasonable expenses approved by the Controlling Authority incurred in the sale of the property owned or part-owned by the member.

11.3 Property Purchase Expenses

11.3.1 A member who transfers to another locality and receives property sale expenses is entitled to property purchase expenses for the purchase of a property in the new locality, provided that:

- (a) the expenses shall not exceed;
 - (i) \$30,360 for a purchase in a capital city and greater metropolitan area within the capital city, or
 - (ii) \$18,125 for a purchase in a non-capital city
- (b) the amount paid shall be for reasonable expenses approved by the Controlling Authority incurred in the purchase of a property; and
- (c) the member occupies the purchased property or intends to occupy the property upon completion of construction.

11.3.2 A member who was required to reside in Departmental accommodation at their old locality is entitled to claim property purchase expenses for the purchase of a property at their new locality, provided the member was entitled to and claimed property sale expenses when the member transferred to the old locality.

11.4. Property Sale and Property Purchase General Provisions

- 11.4.1 (a) A member is not entitled to claim property sale or property purchase expenses in respect of a sale or purchase of a property, which is effected more than three years after the date on which the member takes up duty in the new locality; or
- (b) After the date on which the transfer appears in the Police Gazette as the member's transfer date back to the previous locality if less than three years.
- 11.4.2 The Controlling Authority may approve both property sale and property purchase expenses outside the three year time frame in special circumstances upon application by the member.
- 11.4.3 Property Sale or Property Purchase Expenses may be approved at the discretion of the Controlling Authority for a member who is transferred to a new locality as a result of misconduct.
- 11.4.4 Where a member's spouse is also a member of the Police Service only one claim may be made in respect to property sale or property purchase expenses for the sale of a property that they own jointly or in common with their spouse
- 11.4.5 An application for the property sale and/or the property purchase expenses shall be accompanied by the written documentary evidence of the payment by the

member of the allowable expenses, being evidence that is satisfactory to the Controlling Authority.

- 11.4.6 The monetary amounts stated in 11.2.1.(e) and 11.3.1 (a) will be reviewed annually by the Controlling Authority.

11.5 Displacement Expenses

- 11.5.1 Where a member has been:

- (a) compulsorily transferred and retires by reason of having reached retirement age; or
- (b) compulsorily transferred and as a result of death or the early retirement of that member due to ill-health, or the resignation of the member due to ill-health, or the redundancy of that member, there has developed a hardship that can only be alleviated if the member or surviving spouse of that member changes address; or
- (c) transferred as a result of promotion or advertised vacancy to a new locality, is required to live in a dwelling owned by the Controlling Authority in that new locality, and retires by reason of having reached retirement age; or
- (d) transferred as a result of promotion or advertised vacancy to a new locality and as a result of the death or early retirement on the grounds of ill-health, or resignation due to ill-health, or redundancy of that member there has developed a hardship that can only be alleviated if that member or the surviving spouse of that member changes address,

the member or the surviving spouse of that member, as the case may be, shall be entitled to displacement expenses. The Controlling Authority may determine a person's entitlement to the displacement expenses where the member or surviving spouse cites hardship as a reason for making application for the displacement expenses.

- 11.5.2 Displacement expenses shall be a sum not exceeding \$3,720.1, and shall be for reimbursement of reasonable removal and storage of furniture and personal effects of the member and of the member's spouse and/or dependent relatives of the member, and the costs of temporary accommodation that may be required during relocation that is subject of displacement expenses.
- 11.5.3 A member or member's spouse may, subject to the discretion of the Controlling Authority, be required to vacate the dwelling within 30 days of the member's death, age retirement, retirement due to ill-health, resignation due to ill-health or redundancy, as the case may be, in order to be eligible to claim the displacement expenses.

11.6 Depreciation Expenses

- 11.6.1 A member shall be paid depreciation expenses as compensation for accelerated depreciation and extra wear and tear on furniture and effects, the replacement and alteration of floor coverings, curtains, blinds and household goods resulting from a transfer or a requirement by the Controlling Authority to change residence.
- 11.6.2 Depreciation expenses shall have direct relevance to furniture, effects, floor coverings, curtain, blinds and household goods, and be in accordance with the following amounts:
- (a) Value between \$1 and \$3999 - amount claimable is \$372.46.
 - (b) Value between \$4000 and \$20000 - amount claimable is \$736.05.
 - (c) Value \$20001 and above – amount claimable is \$1,328.00.

11.7 Removal Expenses

- 11.7.1 A member transferred from one station to another that requires a move from one locality to another will be paid reasonable expenses incurred in the transport of the member's furniture and personal effects, and for the costs involved in transporting the member, their spouse and dependant relatives.
- 11.7.2 The maximum amount of removal expenses shall be \$2,881.04.
- 11.7.3 The maximum removal expenses to or from King Island and Flinders Island \$11,148.38.
- 11.7.4 Graduate Trainees
- (a) Where a Graduate Trainee is appointed to a position requiring the member to move from his or her normal residential location, he or she shall be paid for reasonable expenses incurred in the transportation of furniture and personal effects.
 - (b) The total amount claimable by the Graduate Trainee is \$2,881.04.
 - (c) A Graduate Trainee shall not be eligible to claim property sale or property purchase expenses, displacement expenses, education assistance expenses or depreciation expenses on the first appointment following graduation.
- 11.7.5 Where a member, including a Graduate Trainee, is appointed to a position in a new locality, shall prior to undertaking a removal, obtain quotations from at least three carriers if required, in respect of the removal and shall submit the quotations to the Controlling Authority for determination.
- 11.7.6 Where a member, including a Graduate Trainee, is appointed to a position in a new locality, that involves a move from one property to another, the Controlling Authority shall approve up to three paid working days at the time of the transfer

for the purpose of packing, cleaning the property being vacated, travelling to the new locality, unpacking and settling into the new property.

11.8 Motor Vehicle Usage Allowance

- 11.8.1 Where a member, including a Graduate Trainee on his or her initial appointment, uses a private motor vehicle to transport themselves and their family to their new locality, the member shall be paid a motor vehicle usage allowance for a maximum of two motor vehicles in accordance with the rates at subclause 10.6 - Motor Vehicle Expense Allowance.

11.9 Meal and Accommodation Expenses

- 11.9.1 Where a member, including a Graduate Trainee on his or her initial appointment, incurs reasonable expenses for necessary meals and accommodation for themselves and their spouse and dependant relatives on the day prior to departure for the new locality, the day or days travelling and the day after arrival at the new locality, the member shall be refunded such expenses actually paid as the Controlling Authority deems reasonable.

11.10 Education Assistance Expenses

- 11.10.1 A member transferred from one station to another that requires a move from one locality to another and has a dependent child or dependent children who resides with the member and who attend school, shall be reimbursed for actual costs associated with the cost of transferring that child or children from one school to another, up to the limit of \$871.29 per child to assist with the expenses of transferring the child or children.

- 11.10.2 Education assistance expenses is restricted to the following:

- (a) uniform purchase;
- (b) school levies;
- (c) replacement prescribed text books;
- (d) other expenses as approved by the Controlling Authority.

11.11 Change of Residence Reimbursement Allowance

- 11.11.1 A member who permanently transfers from one locality to another and reasonably requires a move from one residence to another and who does not receive either a Property Sale or Property Purchase expense is entitled to a reimbursement allowance of up to \$5,000 to assist with meeting reasonable expenses associated with a change of residence.

- 11.11.2 The reimbursement allowance relates to reasonable expenses associated with changing residence. Where there is more than one member moving from a

residence that is jointly occupied and relocating to another jointly occupied residence in the new locality, the members as specified will only be entitled to a maximum reimbursement allowance of \$5000 divided between those members.

11.11.3 Members must provide proof of expenditure when making a claim under this sub-clause. The expenses entitled to be claimed in this sub-clause are in addition to any other entitlement to expense related allowances or reimbursements specified in Clause 11.

11.11.4 A member must complete at least two years' service in the relocated position before being eligible for a further payment under this sub clause when transferring.

11.11.5 A member who is in receipt of the Isolated Community Expense Allowance is not eligible to receive the Change of Residence Reimbursement Allowance upon their transfer into the isolated locality.

11.11.6 A member who is in receipt of the Community Assistance Expense Allowance, except those also in receipt of the Isolated Community Expense Allowance, shall be entitled to claim up to 50% of the Change of Residence Reimbursement Allowance in accordance with clause 11.11.1 upon their transfer into the designated Community Station.

11.12 General Provisions

- (a) Notwithstanding the clauses relating to Transfer Expenses, the Controlling Authority may approve claims for all allowances in Clause 11 in exceptional circumstances.
- (b) The monetary rates contained in subclauses 11.5.2, 11.6.2, 11.7.2, 11.7.3, 11.7.4(b), and 11.10.1 shall be adjusted annually to reflect the change in the Consumer Price Index (weighted average of the eight capital cities) calculated for the period March to March.

12. FLEXIBILITY IN SERVICE

12.1 The Controlling Authority may direct a member to carry out such duties as are within the member's skill, competence and training provided that:

- (a) A Higher Duties Allowance or a Shift in Charge Allowance is paid if appropriate in accordance with this award; or
- (b) The member's salary and allowances are not reduced except if the member is permanently transferred, subject to subclause 12.2.

12.2 (a) A member subject to a secondment or temporary transfer involving a compulsory direction without agreement by the member, shall continue to receive the allowances attracted in their normal position for the duration of the secondment or temporary transfer where a financial disadvantage has

been demonstrated as a result of the compulsory secondment or temporary transfer.

- (b) Where a member is entitled to any allowance in their normal position which the member occupied prior to a voluntary secondment or temporary transfer, the member shall continue to receive these allowances, where a financial disadvantage is demonstrated for the period of that secondment or temporary transfer.
- (c) The duration of secondment or temporary transfer referred to in subclause 12.2(b) shall not exceed a period of 3 months from the date of effect of the secondment or temporary transfer.
- (d) Where the secondment or temporary transfer is as a result of disciplinary action, a member shall receive the shift and penalty allowance applicable to the position they have been directed to as a result of disciplinary action.

13. HOURS

13.1 Hours of Duty

13.1.1 The standard hours shall average 38 hours per week over the roster cycle.

13.1.2 The standard hours shall be:

- (a) 8, 9, 10 and 12 hours per shift; or
- (b) a combination of 8, 9, 10 and 12 hours per shift over a shift cycle. Any other hours per shift shall be agreed between the Controlling Authority and the majority of members in the affected work area.

13.1.3 Twelve hour shifts shall not occur on the Hobart, Launceston or Burnie Watch unless agreed with members affected. In other cases where 12 hour shifts are being considered consultation shall occur with the Police Association of Tasmania.

13.1.4 Generally accrued days during a roster cycle will be factored into or taken during that roster cycle. In special circumstances and when approved by the Controlling Authority up to five accrued days may be accumulated and may be taken on application by the member with the approval of the Controlling Authority.

13.2 Rostered Meal Breaks

13.2.1 Members shall be entitled to meal breaks according to the roster for their work areas as follows:

- (a) An eight hour shift shall have a 20 minute paid break or an unpaid break not exceeding one hour in addition to the rostered hours.

- (b) A 10 hour shift shall have a 30 minute paid meal break or an unpaid break not exceeding one hour in addition to the rostered hours.
 - (c) A 12 hour shift shall have two 20 minute paid meal breaks.
- 13.2.2 A meal break shall be taken by the member within five hours of the commencement of the shift or as soon as practicable after the fifth hour of commencing duty.
- 13.2.3 Where the work location has eight and 10 hour shifts, the type of break will be decided having regard to the operational requirements of the Controlling Authority and in consultation with the membership in that location. The unpaid break will only occur in exceptional circumstances, particularly afternoon and night shifts, as determined by the Controlling Authority in consultation with the Police Association of Tasmania.
- 13.2.4 A member required to work overtime after completing a shift shall be entitled to a 20 minute unpaid break during the overtime where practicable, provided the member is required to work after the break. In addition, where practicable, the member shall also be entitled to an additional 20 minute unpaid break at the conclusion of each additional five hours of overtime worked, provided the member is required to work overtime after the additional break.
- 13.2.5 Paid meal breaks shall be at the salary rate applicable at the time.
- 13.2.6 A member shall be available for work during his or her paid break.
- 13.2.7 Where a member is recalled for duty to attend court:
- (a) The member shall not be paid his or her normal rostered meal break during the Court's recess; and
 - (b) The member shall be paid overtime for the excess period of the Court's recess beyond the member's normal rostered break.

13.3 Availability and Standby

- 13.3.1 The following definitions are relevant to this clause:

'Availability' means where a member is rostered or directed to be contactable and available to resume duty at any time and is to remain contactable within the limits or obligations imposed by the Controlling Authority. The member is not required to remain within his or her home or at the station.

'Standby' means where a member is directed to be prepared to resume duty immediately when advised and within the time limits or obligations imposed by the Controlling Authority. The member may be directed to remain at home or some other agreed location.

- 13.3.2 Where a member, other than an officer or a member stationed at a designated country station with the exception of subclause 9.3.6.(e), is required to remain on availability as defined, the member shall be entitled to payment of \$3.71 per hour for each hour required to be available after the conclusion of duty one day and the commencement of duty on the next day with a minimum payment of \$24.04.
- 13.3.3 Where a member, other than an officer or a member stationed at a designated country station, is required to remain on standby the member shall be entitled to payment of \$7.39 per hour for each hour required to be on standby after the conclusion of duty one day and the commencement of duty on the next day with a minimum payment of \$59.15.
- 13.3.4 The rates specified in 13.3.2 and 13.3.3 above will be adjusted in line with Police Award increases to the base salary for police constables that occur from time to time.
- 13.3.5 Where a member is on Availability or Standby, and is required to return to work and expense is incurred in returning to work or the member's private vehicle is used, actual expenses up to \$5.00 shall be paid.

14. OVERTIME

14.1 General Overtime Provisions

- 14.1.1 The Controlling Authority may require a member to work overtime.
- 14.1.2 No overtime shall be worked without the approval of the Controlling Authority. Where practicable, prior approval shall be obtained.
- 14.1.3 Overtime shall be all time worked:
- (a) on a rostered or accrued day off;
 - (b) before the rostered commencing time and after the rostered finishing time on a rostered day;
 - (c) in excess of 96 hours in a fortnight pay period; and
 - (d) in excess of 38 hours per week in a complete roster cycle.
- 14.1.4 Overtime does not include:
- (a) unpaid meal breaks; and
 - (b) travelling time from a member's residence to his or her place of work for overtime and return to his or her residence, except as provided in subclause 14.3 - Call Back.

- 14.1.5 Members shall, for overtime performed, be paid at all times at the rate of double his or her normal salary rate;
- 14.1.6 Where the Controlling Authority and the member concerned agree to have time off in lieu of overtime payment, the member shall be compensated on an hour for hour basis.
- 14.1.7 Payment for overtime is inclusive of, and not cumulative upon, all other penalty payments.
- 14.1.8 The following members shall not be eligible for payment for overtime or time off in lieu of overtime under this clause:
 - (a) officers;
 - (b) a member in receipt of a designated Country Police Station Allowance unless provided for in accordance with paragraph 9.3.6.
 - (c) a member required to perform sea going duties who is away from his or her place of residence overnight;
 - (d) a sergeant required to perform the duties of an officer, and who, while so doing, is paid higher duties allowance; and
 - (e) a member other than an approved member of the instructional staff, who is accommodated at the Police Academy and/or catered for with meals during the period of a trainee constable's program, in-service course or other activity deemed by the Commander, Education and Training, to be a training activity.

14.2 Rest Period After Overtime

- 14.2.1 When overtime is necessary it shall, whenever reasonably practicable, be so arranged that members have at least ten consecutive hours off duty between the work of successive days.
- 14.2.2 A member who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that he or she has not had at least ten consecutive hours off duty between those times shall be released after completion of such overtime until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 14.2.3 Notwithstanding 14.2.2 above, a member directed to resume duty or to continue duty, other than for court duty beyond the control of the officer-in-charge or other than members in receipt of a country police station allowance, without having had ten consecutive hours off duty from the time of ceasing ordinary work on one day and commencing ordinary work on the next day shall be paid

double time for all ordinary hours worked until he or she has had ten consecutive hours off duty without loss of pay or ordinary working time during such absence.

PROVIDED that this clause shall not apply to a member performing supervisory duties at the Police Academy.

14.3 Call Back

14.3.1 A member other than a member not eligible for overtime prescribed in sub-clause 14.1.8 recalled to work overtime after finishing work shall be paid for all time worked with a minimum of four hours at the overtime rate unless notified as in 14.3.3.

14.3.2 In respect of subsequent call backs occurring during the four hour period for which a minimum time payment has been attracted, no extra payment shall accrue until expiration of four hours from the commencement of the first call back.

14.3.3 Where a member other than a member not eligible for overtime prescribed in sub-clause 14.1.8 is recalled to work overtime:

- (a) That commences prior to and is continuous with the normal commencement of a rostered shift, and
- (b) the member has been notified of the call back either before or within two hours of finishing work,

the member shall be paid for the hours worked at the overtime rate.

14.3.4 Time reasonably spent in travelling to and from work in connection with a recall, with the exception of sub-clause 14.3.3, shall be regarded as time worked.

14.3.5 The provisions of clause 14.2 apply in all circumstances in relation to the call back clauses.

14.4 Overtime and Child Care Costs

Where a member is directed to resume duty outside their normal rostered hours without 5 full calendar days notice, and as a result incurs additional commercial child care costs, such costs will be reimbursed by the Controlling Authority upon production of receipts detailing the additional costs incurred.

15. LEAVE

15.1 Definitions

'Child' includes a natural child, adopted child, stepchild, foster child or an ex-nuptial child.

'Continuous service' means service under an unbroken contract of service and includes:

- (a) any period of leave taken in accordance with this clause;
- (b) any period of reduced hours service worked in accordance with this clause; or
- (c) any period of leave or absence authorised by the Controlling Authority or by this award.

'Family responsibilities' means responsibilities to care for or support:

- (a) a child who is wholly or substantially dependent; or
- (b) any other immediate family member who is in need of care or support.

'Former position' means the position held by a member immediately before commencing leave or reduced hours work under this part whichever first occurs or, if such position no longer exists but there are other positions available for which the member is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

'Immediate family' in relation to a member, includes:

- (a) spouse (including a former spouse) of the member. Spouse means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.

A significant relationship is a relationship between two adult persons who:

- (i) have a relationship as a couple; and
 - (ii) are not married to one another or related by family.
- (b) child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent (including foster parent, step parent or legal guardian), grandparent, grandchild, sibling or step sibling, of the member or member's spouse.

'Aboriginal Family Relationships'

- (a) The Controlling Authority recognises that an Aboriginal member may have members of their Aboriginal family who are not specified in the definition of 'immediate family'.
- (b) For the purpose of accessing the provisions of this clause, an Aboriginal member may substitute 'Aboriginal family' in the place of 'immediate family'.

- (c) Without limitation, Aboriginal family relationships may include immediate family, extended family, kinship and cultural community relationships.
- (d) The Controlling Authority recognises that the concept of family may mean different things to different people within the Aboriginal community and that the definition of the relationships may be different for individual members.

'Parent' includes mother or father, stepparent, adoptive parent and foster parent or legal guardian.

'Primary care-giver' means a member who assumes the principal role of providing care and attention to a child.

15.2 Aboriginal Cultural Leave

15.2.1 Purpose

Aboriginal Cultural Leave enables an Aboriginal member to be absent from work to engage in Aboriginal cultural practices and meeting cultural expectations as an active Aboriginal community member during their employment. This may include participating in significant Aboriginal cultural events and activities, complying with cultural observances and/or fulfilling cultural obligations.

15.2.2 Definitions

- (i) **Aboriginal member** for the purposes of this clause means a member who is an Aboriginal and/or Torres Strait Islander person and who:
 - (1) meets the Tasmanian Government's Eligibility requirements for Aboriginal and Torres Strait Islander programs and services; and
 - (2) Has identified as Aboriginal and/or Torres Strait Islander in Member Self Service or the relevant employment management system.
- (ii) **'Aboriginal Cultural events and activities'** refers only to Aboriginal community business and for the purpose of this clause does not include:
 - (1) NAIDOC Week activities and the TSS Aboriginal Member Network Workshops and Gathering. The Controlling Authority supports the attendance of Aboriginal members at these events (where occurring in paid time) and recognises that their attendance is legitimate business and forms part of their ordinary duties. In these circumstances, attendance at these

events will be counted as time worked and therefore the member is not required to access Aboriginal Cultural Leave to attend.

- (2) Any activities where the member receives payment (for example, payment to work a mutton bird season; payment to deliver a Welcome to Country, or a similar event, ceremony and/or activity; payment to sit on a board or committee).
 - (3) Government events, meetings and/or activities (e.g., sitting on a government Aboriginal advisory or reference groups), except for government events and/or activities which are Aboriginal-led and exclusively for Aboriginal participants. Noting that, the Controlling Authority supports the attendance of Aboriginal members at the TSS Aboriginal Member Network Workshops and Gathering and therefore an Aboriginal member is not required to access Aboriginal Cultural Leave to attend those events.
- (iii) **'Cultural obligations'** for the purpose of this clause may include, without limitation: cultural and ceremonial obligations under Aboriginal lore, customary or traditional law; or family, customary or community obligations.

15.2.3 Amount of Aboriginal Cultural Leave

- (i) An Aboriginal member is entitled to leave of up to five days paid leave per personal leave year or pro-rata in accordance with the percentage of a full time equivalent. This leave may be taken in hours.
- (ii) Aboriginal Cultural Leave may be taken for part of a single day.
- (iii) Aboriginal Cultural Leave is credited to a member on the first day of appointment and will be replaced with a new credit on the date each subsequent personal leave year commences.
- (iv) Aboriginal cultural leave does not accumulate and is not paid out on cessation of employment.

15.2.4 Payment of Aboriginal Cultural Leave

- (i) Aboriginal Cultural Leave is paid at the normal salary rate which the member would have received for the ordinary hours of work during the relevant period.

15.2.5 Notice and Application

- (i) An Aboriginal member should provide notice to the Controlling Authority at the earliest reasonable opportunity of their intention to access leave under this clause.
- (ii) A member is to make an application to the Controlling Authority to access Aboriginal Cultural Leave. The application is to include supporting information which relates to the connection between the application and the purpose of this clause.
- (iii) Where the Controlling Authority does not approve an application for Aboriginal Cultural Leave, the Controlling Authority is to provide supporting reasons for the decision in writing to the member, and if appropriate the member and Controlling Authority may discuss alternative arrangements.

15.3 Compassionate and Bereavement Leave

15.3.1 Purpose

- (i) 'Compassionate Leave' is an entitlement to paid leave available for a member when a person of the member's immediate family or household has a life-threatening illness or injury and for whom the member is providing care or support.
- (ii) 'Bereavement Leave' is an entitlement to paid leave available for a member to allow that member to grieve and to attend to funeral and other arrangements due to a death, in the following circumstances:
 - (1) when a person of the member's immediate family or household dies; or
 - (2) when a baby in the member's immediate family or household is stillborn; or
 - (3) where a member or their spouse experiences a miscarriage.

15.3.2 Definitions

- (i) 'Household' in respect of a member means any person or persons who usually reside with the member.
- (ii) 'Immediate family' in respect of a member includes a:
 - (1) spouse (including a former spouse) of the member. Spouse means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.

A significant relationship is a relationship between two adult persons who:

- (A) have a relationship as a couple; and
- (B) are not married to one another or related by family.

- (2) child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent (including foster parent stepparent or legal guardian), grandparent, grandchild, sibling or step sibling, of the member or the member's spouse.
- (3) The Controlling Authority acknowledges that members may have significant relationships outside of those specified in subclause (ii) (1) and (2) and therefore would consider an application for bereavement leave in those circumstances. The amount of any bereavement leave would be at the discretion of the Controlling Authority.

(iii) For the purpose of this clause, miscarriage means a spontaneous loss of an embryo or foetus before a period of gestation of 20 weeks.

(iv) For the purpose of this clause, a stillborn child is a child:

- (1) Who weighs at least 400 grams at delivery or whose period of gestation was at least 20 weeks; and
- (2) who has not breathed since delivery; and
- (3) whose heart has not beaten since delivery.

15.3.3 Entitlement

- (i) A member is entitled to compassionate, and bereavement leave of up to 10 days paid leave per year on each occasion as specified in subclause 15.3.1 (i) and (ii) of this Part
- (ii) Where a member has had compassionate leave to provide care or support to a particular person belonging to their immediate family or household and that particular person then dies, the amount of bereavement leave that may be approved is the balance after

deducting any compassionate leave taken in that year for that person

- (iii) Paid compassionate or bereavement leave in addition to sub-clauses (i) and (ii) is available at the discretion of the Controlling Authority
- (iv) Compassionate and bereavement leave is paid at the rate of salary paid to the member immediately prior to proceeding on this leave and includes allowances that would have continued to be paid, but for the taking of this leave
- (v) Compassionate and bereavement leave may be taken in more than one period. Bereavement leave must be taken within three months of the death of the person or pregnancy loss, however compassionate leave is only to be taken at times directly related to providing care or support to the person suffering a life-threatening illness or injury

15.3.4 Aboriginal Family Relationships

- (i) Controlling Authority recognises that an Aboriginal member may have members of their Aboriginal family who are not specified in the definition of 'immediate family' in subclauses 15.3.2.
- (ii) For the purpose of accessing the provisions of this clause, an Aboriginal member may substitute 'Aboriginal family' in the place of 'immediate family'.
- (iii) Without limitation, 'Aboriginal family' relationships may include immediate family, extended family, kinship and cultural community relationships.
- (iv) The Controlling Authority recognises that the concept of family may mean different things to different people within the Aboriginal community and that the definition of the relationships referenced in subclause 15.3.4 (iii) may be different for individual members.

15.3.5 Relationship to Other Paid Leave

- (i) By written application to the Controlling Authority, a member who is absent on recreation leave who becomes entitled to compassionate or bereavement leave during that period of recreation leave, may be credited with an amount of recreation leave equivalent to the number of working days of compassionate or bereavement leave approved and taken during that period of recreation leave.

- (ii) By written application to the Controlling Authority, a member who is absent on parental leave or surrogacy leave and who becomes entitled to compassionate or bereavement leave during that period of parental leave or surrogacy leave, may be taken to be on compassionate or bereavement leave for the approved period of compassionate or bereavement leave.
- (iii) Compassionate and bereavement leave is not available while a member is absent from work due to paid leave for a reason other than that specified in subclause 15.3.5 (i) or (ii).

15.3.6 Evidence Requirements

A member is to provide evidence satisfactory to a reasonable person, to support an application for compassionate and/or bereavement leave specified by this clause.

15.3.7 Unpaid Compassionate or Bereavement Leave

A member may take a period of unpaid compassionate and/or bereavement leave by agreement with the Controlling Authority.

15.4 Disability Leave

15.4.1 Purpose

- (i) Disability leave is available to a member to enable them to be absent from duty for the purpose of activities (including attending appointments) associated with their long-term physical or psychological disability.

15.4.2 Eligibility

- (i) Disability leave is available to a member who lives with a disability.
- (ii) For the purpose of this clause, disability is defined as a long-term physical, mental, cognitive, intellectual or sensory impairment.

15.4.3 Entitlement

- (i) An eligible member is entitled to paid disability leave of up to five days per calendar year as specified in clause 15.4 and Police Service Regulations 2013 PART 2.
- (ii) Disability leave is non-cumulative and is not paid out on cessation of employment.

- (iii) Disability leave is available from the first day of appointment.
- (iv) Disability leave is credited to a member on the first day of appointment and will be replaced with a new credit on the date upon which each subsequent leave year commences.
- (v) Disability leave is available for the purpose of activities associated with a member's disability including, but not limited to, any of the following:
 - (1) To attend an appointment with a registered health practitioner.
 - (2) To attend treatment, rehabilitation, therapy or counselling.
 - (3) To attend tests or assessments.
 - (4) To receive delivery of, fitting, repairing, maintaining and undergoing training in use of orthoses, prostheses, adaptive equipment, or other aids.
 - (5) To obtain wheelchair or other equipment or to undertake maintenance or replacement of such equipment.
- (vi) The period of leave accessed by a member may be greater than the duration of the activity or appointment to facilitate reasonable travel time.
- (vii) Disability Leave may be taken for part of a single day.
- (viii) Disability leave is not to be used as a substitute for other types of leave a member is entitled to Clause 15.3, 15.4, 15.5, 15.6 and Police Service Regulations 2013 PART 2.

15.4.4 Notice and Evidence Requirements

- (i) A member is to provide notice to the Controlling Authority at the earliest reasonable opportunity of the request for leave and the length of leave required.
- (ii) A member is to make an application to the Controlling Authority for disability leave accompanied by supporting documentary evidence where appropriate.
- (iii) Documentary evidence may include any of the following:
 - (1) A medical certificate from a registered health practitioner operating within their scope of practice.
 - (2) A written referral, issued by a registered health practitioner.
 - (3) A statutory declaration.
 - (4) Other reasonable forms of documentation.

15.4.5 Rate of payment

- (i) Disability Leave is paid at the member's normal salary rate, as defined.

15.4.6 Effect on other entitlements

- (i) Members who are unable to attend work due to illness related to their disability may utilise sick leave.
- (ii) Disability leave will count as continuous service for all purposes.

15.5 Carer's Leave

15.5.1 Paid Carer's Leave

- (a) A member is entitled to use up to a maximum of ten days per annum of any current or accrued sick leave entitlement provided for in the Police Service Regulations 2003 for absences to provide care and support for members of their immediate family or household who need their care and support when they are ill; or who require care due to unforeseen circumstances, and no other reasonable care is available.
- (b) Use of this leave may be subject to the day to day approval by the Controlling Authority.
- (c) Leave may be taken for part of a single day.
- (d) A member may, with the approval of the Controlling Authority access an additional amount of their current or accrued sick leave for the purpose specified in clause (a), beyond the limit set out in clause (a).
- (e) If required the member must establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by the member, or the nature of the unforeseen circumstance requiring care by the member.
- (f) Where practicable the member must give the Controlling Authority notice prior to the absence of the intention to take leave, the name of the person requiring care and the person's relationship to the member, the reasons for taking such leave and the estimated length of absence. If it is not practicable to give prior notice of absence, the member shall notify the Controlling Authority by telephone of such absence at the first opportunity on the day of absence.
- (g) In normal circumstances a member must not take carer's leave under this clause where another person has taken leave to care for the same person.

15.5.2 Unpaid Carer's Leave

A member may elect, with the approval of the Controlling Authority, to take unpaid leave for the purpose of providing care to a family or household member who is ill.

15.6 Defence Service Leave

15.6.1 A member who is appointed to, or voluntarily enlists in, the Defence Force:

- (a) may, with the approval of the Controlling Authority be granted a leave of absence for a period or periods totalling not more than 106.4 working hours in the aggregate in any one financial year for the purpose of enabling him or her to undertake defence force service which he or she is required or is eligible to attend in his or her capacity as a member of the Defence Force; and
- (b) shall be paid, in respect of his or her attendance thereat, an amount equal to normal salary for the period of that leave.

15.6.2 A member may, with the approval of the Controlling Authority, be granted leave of absence for a period or periods totalling not more than 121.6 working hours in the aggregate in any one financial year (in addition to any leave granted in that year pursuant to subparagraph 15.4.1(a)) for the purpose of enabling him or her to undertake defence force service, which he or she is required or is eligible to attend as a member of the Defence Force and shall be paid, in respect of attendance thereat, an amount equal to normal salary for the period of leave, less any naval, military, or air force pay or allowance received by him or her in respect of that period.

15.6.3 A member who is an officer or instructor of cadets in a cadet force may be granted leave of absence for a period or periods totalling not more than 121.6 working hours in the aggregate in any one financial year to attend and perform duties at which he or she is required or is eligible to attend as an officer or instructor of cadets and shall be paid in respect of their attendance, an amount equal to normal salary for the period of leave, less any naval, military, or air force pay or allowances received by him or her in respect of that period. For these purposes "cadet force" means the Australian Navy Cadets, Australian Army Cadets or the Australian Air Force Cadets.

15.6.4 In respect of leave under this clause, a member shall submit with an application for leave the prescribed certificate evidencing the necessity of his or her attendance, or, as the case may be, eligibility to attend and, at the conclusion thereof, shall produce the prescribed certificate of his or her attendance thereat, together with any certificate of earnings as required in clause 15.6.2 and 15.6.3.

15.7 Parental Leave

Subject to the terms of this clause members are entitled to paid parental leave for primary caregivers and secondary caregivers, unpaid parental leave, special parental leave, Adoption Leave, and grandparent leave in connection with the birth or adoption of a child.

15.7.1 Definitions

For the purposes of this clause:

- (i) **'Child'** means in relation to birth-related leave, a child (or children from a multiple birth) of the Member or the Member's Spouse or the Member's legal surrogate; under the age of one year except for:
 - (1) Any additional period of paid Secondary Caregiver Leave accessed in accordance with subclause 15.7.6, where child, means up to 78 weeks of age; and
 - (2) The adoption of a child where 'child' is defined as a person under the age of sixteen years who is placed with the member for the purposes of adoption other than a child or stepchild of the member or of their spouse or a child who has previously lived continuously with the member for a period of six months.
- (ii) **'Continuous service'** is work for a Controlling Authority on a regular and systematic basis including any period of authorised leave or absence.
- (iii) **'Day of Placement'** means in relation to the adoption of a child by a member the earlier of the following days:
 - (1) The day on which the member first takes custody of the child for adoption; or
 - (2) The day on which the member starts any travel that is reasonably necessary to take custody of the child for adoption.
- (iv) **'Expected date of birth'** means the day certified by a medical practitioner to be the day on which the medical practitioner expects the member or the member's spouse, as the case may be, to give birth to a child.
- (v) **'Grandchild'** means a grandchild of the member (including step-grandchild or adopted grandchild) under the age of one year except for:
 - (1) The adoption of a grandchild where 'grandchild' is defined as a grandchild of the member under the age of sixteen years at the day of placement.
- (vi) **'Grandparent Leave'** means parental leave for grandparents who assume the Primary Caregiver role for a grandchild.
- (vii) **'Keeping in touch day'** means a day on which a member performs work for the Controlling Authority during the period of approved parental leave if:

- (1) the purpose of performing the work is to enable the member to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and
 - (2) both the member and the Controlling Authority consent to the member performing work for the Controlling Authority on that day(s) or time(s); and
 - (3) the day is not within 14 days after the date of birth, or day of placement, of the child to which the period of leave relates; and
 - (4) the member has not already performed 10 days of paid work that were keeping in touch days for the Controlling Authority during the period of leave.
- (viii) **'Normal rate of pay'** means a member's rate of salary and includes allowances which would have continued to be paid but for taking parental leave.

The normal rate of pay for a reduced hours member with variable hours of work is calculated as the greater of the following:

- (1) the average of the hours worked by the member over the preceding 12 months; or
 - (2) the actual hours of work at the time of commencement of leave.
- (ix) **'Sick Leave'** for the purposes of this clause means absence due to personal illness or injury.
- (x) **'Primary Caregiver'** means a person who assumes the principal role of providing care and attention to a child. The Primary Caregiver is the person who meets the child's physical needs more than anyone else. Only one person can be a child's Primary Caregiver on a particular day. The Controlling Authority may require confirmation of Primary Caregiver status.
- (xi) **'Secondary Caregiver'** means a person who has parental responsibility for the child but is not the Primary Caregiver.
- (xii) **'Spouse'** means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003* (Tas).

A 'significant relationship' is a relationship between two adult persons who:

- (1) have a relationship as a couple; and
- (2) are not married to one another or related by family.

15.7.2 Entitlement to Unpaid Parental Leave

- (i) Subject to the provision of this clause, after 12 months continuous service a member is entitled to up to 52 weeks unpaid parental leave in relation to the birth of a child of the member, the member's spouse or the member's legal surrogate or the placement of a child with the member; and the member has or will have responsibility for the care of the child.

For birth parents, paid Primary Caregiver Leave may be accessed in accordance with subclause 15.7.3 and for non-birth parents, paid Secondary Caregiver Leave may be accessed in accordance with subclauses 15.7.5 and 15.7.6. Paid Adoption Leave may be accessed in the case of adoption in accordance with subclause 15.7.8 and paid grandparent leave may be accessed in accordance with subclause 15.7.9 by grandparents who assume primary caregiving responsibility for the child at the time of birth.

A member's entitlement to 52 weeks unpaid parental leave is reduced by any amount of paid Primary Caregiver Leave, paid Secondary Caregiver Leave or Paid Adoption Leave which that member accesses in accordance with subclauses 15.7.6, 15.7.7, 15.7.8 or 15.7.9.

- (ii) Parental Leave is only available to one member at a time in a single unbroken period, except both the primary care giver and secondary care giver are entitled to access simultaneous parental leave in the following circumstances:

- (1) for leave in relation to the birth of the members' child, an unbroken period of eight weeks simultaneous leave.

- (2) for Adoption Leave, an unbroken period of up to eight weeks at the time of placement of the child.

- (iii) Except where provided for otherwise in clause 2 of this part, and except for an additional period of paid Secondary Caregiver parental leave accessed in accordance with subclauses 15.7.5 and 15.7.8 (iii), paid parental leave commences from the date of birth or adoption of the child.

- (iv) Parental leave may only be taken by a member in a single unbroken period.

PROVIDED that a member entitled to additional paid Secondary Caregiver Leave in accordance with subclauses (e)(i) and (h)(iii) may access parental leave in up to two unbroken periods.

- (v) Right to request extension to unpaid parental leave and simultaneous unpaid parental leave

- (1) A member entitled to parental leave pursuant to the provisions of this clause may request the Controlling Authority to allow the member:

- (A) to extend the period of simultaneous unpaid parental leave provided for in this clause up to a maximum of eight weeks; and/or

- (B) to extend the period of unpaid parental leave provided for in this clause by a further continuous period of leave not exceeding 12 months to a maximum of 104 weeks.

to assist the member in reconciling work and parental responsibilities

The Controlling Authority is to consider a request, according to this clause and having regard to the member's circumstances and, provided the request is genuinely based on the member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Controlling Authority's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

In the case of a member who is part of a couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the couple will have taken in relation to the Child.

- (vi) A member is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.

15.7.3 Paid Primary Caregiver Leave

- (i) After 12 months continuous service an eligible member who will be the Primary Caregiver at the time of birth of their child, will be entitled to 18 weeks paid Primary Caregiver Leave. A member's entitlement to unpaid parental leave pursuant to subclause 15.7.2(i) will be reduced by any amount of paid Primary Caregiver Leave accessed by that member in accordance with this subclause.
- (ii) The 18 weeks paid Primary Caregiver Leave is to be taken at the commencement of the period of parental leave and must be taken in a consecutive period, except in circumstances provided for in clause 15.3.3 (ii).
- (iii) Subject to subclause 15.7.3(i) and unless agreed otherwise between the Controlling Authority and member, a member who is pregnant may commence paid Primary Caregiver Leave as the Primary Caregiver in accordance with this subclause at any time within six weeks immediately prior to the expected date of birth. In all other cases, paid parental leave for the Primary Caregiver accessed under this subclause commences on the day of birth.
- (iv) A member who is pregnant and who continues to work within the six-week period immediately prior to the expected date of birth, or a member who elects to return to work within six weeks after the birth of the child, is required to provide a medical certificate to the Controlling Authority stating that the member is fit to work on their normal duties.

- (v) Only one member can receive paid parental leave entitlements as the Primary Caregiver in respect of the birth of their child. A member cannot receive Primary Caregiver Leave entitlements if:
 - (1) their spouse is, or will be, the Primary Caregiver at the time of the birth of their child, or
 - (2) their spouse has received, or will receive, paid parental leave (in connection with a requirement to act as a Primary Caregiver), Primary Caregiver entitlements, or a similar entitlement, from their Controlling Authority; or
 - (3) that member has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their child.
- (vi) The rate of pay for a member during the period of the paid Primary Caregiver Leave is the normal rate of pay, as defined in subclause 17.7.1(viii).
- (vii) The member may elect to take payment for the paid period of the absence:
 - (1) prior to the commencement of the leave; or
 - (2) over 18 consecutive weeks at a full rate pay; or
 - (3) over 36 consecutive weeks at half rate of pay
- (viii) Where a member elects to take half pay over 36 weeks, the payment beyond the 18 weeks does not increase the accrual of paid leave entitlements prescribed by this award.

15.7.4 Special Parental Leave

- (i) A member who is pregnant and who has not yet commenced parental leave and who suffers an illness related to their pregnancy or is required to undergo a pregnancy related medical procedure is to be granted any paid sick leave to which the member is entitled and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before their return to work.
- (ii) Where a pregnancy related illness or medical procedure is continuous with the commencement of paid parental leave the aggregate of paid sick leave, special parental leave and parental leave taken by a member is not to exceed 52 weeks.
- (iii) Where the pregnancy of a member terminates other than by the birth of a living child, not earlier than 28 weeks before the expected date of birth the member is entitled to up to 52 weeks parental leave, including 18 weeks

paid special parental leave, certified as necessary by a registered medical practitioner.

- (iv) Special parental leave is in addition to compassionate and bereavement leave.

15.7.5 Paid Secondary Caregiver Leave

- (i) After 12 months continuous service an eligible member who will be the Secondary Caregiver at the time of birth of their child, is entitled to 4 weeks paid Secondary Caregiver Leave. A member's entitlement to unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of paid Secondary Caregiver Leave accessed by that member in accordance with this subclause. The 4 weeks paid Secondary Caregiver Leave is to be taken at the time of the birth, except in circumstances provided for in clause 15.3.3 (ii).
- (ii) A member will also be entitled to access a further 2 weeks of accrued leave entitlements (Recreation or Long Service Leave) or as Leave Without Pay.
- (iii) Only one parent can receive Secondary Caregiver Leave entitlements in respect to the birth of their child.
- (iv) A member cannot receive Secondary Caregiver Leave entitlements where the member has received Primary Caregiver Leave entitlements in relation to their child.
- (v) The rate of pay for a member during the period of the paid Secondary Caregiver Leave is the normal rate of pay, as defined in subclause 17.7.1(viii).

15.7.6 Accessing Additional Paid Parental Leave for Secondary Caregivers who assume Primary Caregiving Responsibility

- (i) A Secondary Caregiver will be entitled to access up to an additional 12 weeks paid Secondary Caregiver Leave within the first 78 weeks of the date of birth of the child, provided that:
 - (1) The member assumes primary caregiving responsibility for their child for the duration of the additional period of paid Secondary Caregiver Leave, by meeting their child's physical needs more than anyone else; and
 - (2) The member's spouse is not concurrently receiving paid parental leave (in connection with a requirement to act as a Primary Caregiver), Primary Caregiver entitlements, or a similar entitlement, from their Controlling Authority.
 - (3) Where a member who has commenced additional paid Secondary Caregiver Leave under this subclause ceases to act as the Primary

Caregiver for their child, the entitlement to additional paid leave under this clause will end.

- (4) A Member cannot receive Secondary Caregiver Leave entitlements where the Member has received Primary Caregiver parental leave entitlements in relation to their child.
- (ii) A member's entitlement to unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of additional paid Secondary Caregiver Leave accessed by that member in accordance with this subclause.
- (iii) The rate of pay for a member during the additional period of paid Secondary Caregiver Leave is the normal rate of pay, as defined in subclause 17.7.1(viii).

15.7.7 Notice and Evidence Requirements

- (i) The following notice and evidence requirements apply to periods of parental leave taken in relation to the birth of a member's child, but do not apply to parental leave taken in relation to the adoption of a child or to grandparent leave. The notice and evidence requirements for parental leave in relation to the adoption of a child are provided in subclause (h), The notice and evidence requirements for grandparent leave are provided in subclause (i).
- (ii) A member is to provide written notice to the Controlling Authority in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (1) at least ten weeks' notice of the expected date of birth in a certificate from a registered medical practitioner stating that the member or their spouse is pregnant.
 - (2) at least four weeks' notice of the date on which the member proposes to commence parental leave and the period of leave to be taken and the nature of caregiving responsibilities which the member will assume for the period of leave sought (i.e., Primary or Secondary Caregiver).
 - (3) particulars of any period of parental leave sought or taken by the member's spouse.
 - (4) where the member is proposing to access the additional 12 weeks paid Secondary Caregiver Leave in accordance with subclause (f), written notice at least ten weeks in advance of the commencement of the additional period of leave confirming that the member will assume primary caregiving

responsibility for their child for the duration of the period of leave proposed.

- (iii) A member is not in breach of this clause if failure to give the required notice is due to the birth occurring earlier than expected date of birth or other compelling circumstances.

15.7.8 Paid Adoption Leave for the Adoption of a Child

(i) Paid Adoption Leave for Primary Caregivers

- (1) After 12 months continuous service a member identified as the Primary Caregiver at the time of adoption of their child is entitled to 18 weeks Paid Adoption Leave continuous from the day of placement
- (2) A member's entitlement to 52 weeks unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of Paid Adoption Leave accessed by that member in accordance with this subclause, except in circumstances provided for in clause 15.3.3 (ii).

(ii) Paid Adoption Leave for Secondary Caregivers

- (1) After 12 months continuous service, a member who will be the Secondary Caregiver at the time of adoption of their child is entitled to 4 weeks Paid Adoption Leave continuous from the day of placement.
- (2) The period of Paid Adoption Leave forms part of the 52-week unpaid parental leave entitlement provided in subclause (b)(i), except in circumstances provided for in clause 15.3.3 (ii).

(iii) Additional Paid Adoption Leave for Secondary Caregivers

- (1) A Secondary Caregiver will be entitled to access an additional 12 weeks Paid Adoption Leave within the first 78 weeks of the date of placement of their child, provided that: (A) The member assumes primary responsibility for the care of their child for the duration of the additional period of Paid Adoption Leave, by meeting their child's physical needs more than anyone else; and
 - (B) The member's spouse is not concurrently receiving Paid Adoption Leave (in connection with a requirement to act as a Primary Caregiver), Primary Caregiver entitlements, or a similar entitlement, from their Controlling Authority.
 - (C) Where a member who has commenced additional Paid Adoption Leave under this subclause ceases to act as the Primary Caregiver for their child, the entitlement to additional paid leave under this clause will end.

- (2) Leave accessed in accordance with this subclause forms part of the member's 52-week unpaid parental leave entitled provided in subclause (b)(i).
- (iv) The rate of pay for a member during the period of the Paid Adoption Leave is the normal rate of pay, as defined in subclause 15.7.1(viii).
- (v) Notice and Evidence Requirements
 - (1) The notice and evidence requirements of this subclause apply in respect of all Paid Adoption Leave and unpaid parental leave sought in connection with a member's adoption of a child.
 - (2) A member is to notify the Controlling Authority at least 10 weeks in advance of the date of commencement of parental leave for the adoption of a child and the period of leave to be taken. A member may commence parental leave prior to providing such notice where, through circumstances beyond the control of the member, the adoption of a child takes place earlier than expected.
 - (3) Before commencing parental leave for the adoption of a child, a member is to provide the Controlling Authority with a statutory declaration stating:
 - (A) the member is seeking parental leave in connection with the adoption of a child; and
 - (B) whether the member will act as the Primary or Secondary Caregiver for the period of Adoption Leave sought; and
 - (4) particulars of any period of Primary or Secondary Caregiver Adoption Leave sought or taken by the member's partner.
 - (5) The Controlling Authority may require a member to provide confirmation of the placement from the appropriate government authority.
 - (6) Where the placement of a child for adoption with a member does not proceed or continue, the member is to notify the Controlling Authority immediately and the Controlling Authority is to nominate a time not exceeding four weeks from receipt of notification for the member's return to work.
 - (7) A member is not in breach of this clause as a consequence of failure to give the required periods of notice if the failure is due to a requirement of an adoption agency to accept earlier or later placement of a child, or due to the death of a spouse, or other compelling circumstances.
- (vi) A member seeking to adopt a child is entitled to unpaid leave to attend any compulsory interviews or examinations that are necessarily part of

the adoption procedure. The member and the Controlling Authority are to agree on the length of the unpaid leave. Where agreement cannot be reached, the member is entitled to take up to two days unpaid leave. If available, paid leave, other than personal leave, may be taken instead.

- (vii) A member is not entitled to parental leave for the adoption of a child unless the child that is, or is to be, placed with the member for adoption:
 - (1) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and
 - (2) has not, or will not have, lived continuously with the member for a period of 6 months or more as at the day of placement, or the expected day of placement of the child; and
 - (3) is not (otherwise than because of adoption) the child of the member or the member's spouse.

15.7.9 Grandparent Leave

- (i) After 12 months continuous service, a member who is or will be the Primary Caregiver at the time of the birth or adoption of their grandchild is entitled to 18 weeks paid grandparent leave which forms part of an entitlement to 52 weeks unpaid grandparent leave.
- (ii) To be eligible for paid and unpaid grandparent leave under this clause, the grandparent must be the person who meets the child's physical needs more than anyone else from the time of birth or adoption.
- (iii) The period of leave commences at the time of birth or placement of the child and is to be taken in a continuous period.
- (iv) The rate of pay for a member during the period of paid grandparent leave is the normal rate of pay, as defined in subclause 15.7.1(viii).
- (v) A member is to provide at least 10 weeks written notice to the Controlling Authority in advance of the expected date of commencement of grandparent leave.
- (vi) An application for grandparent leave must include:
 - (1) a statutory declaration from the member confirming that they will assume primary caregiving responsibility for the child for the duration of the leave sought; and
 - (2) either:

- (A) Where the leave is sought in relation to the birth of their grandchild, a certificate from a registered medical practitioner confirming the birth or the estimated date of delivery; or
 - (B) Where the leave is sought in relation their grandchild's adoption, confirmation of the placement from the appropriate government authority.
- (vii) A member may commence grandparent leave prior to providing such notice where, through circumstances beyond the control of the member, the birth or placement of their grandchild takes place earlier than expected.
- (viii) Only one member in respect of each newborn grandchild or newly adopted grandchild is entitled to access grandparent leave as the Primary Caregiver under this subclause.
- (ix) A member may only access grandparent leave under this clause for such time as they remain the Primary Caregiver for their grandchild.
- (x) A member's entitlement to access grandparent leave under this clause ceases where another person assumes primary care responsibilities for that member's grandchild.

15.7.10 Variation of Period of Parental Leave

With the agreement of the Controlling Authority a member may shorten or extend the period of parental leave, provided the maximum of 52 weeks is not exceeded. Any such change is to be notified at least four weeks prior to the commencement of the requested changed arrangements.

15.7.11 Parental Leave and Other Entitlements

- (i) A member may, in lieu of or in conjunction with parental leave, access any accrued recreation leave or long service leave entitlements subject to the total amount of leave not exceeding 52 weeks.
 - (1) A member may, subject to written application and approval, access any compassionate or bereavement leave they become entitled to during the period of parental leave subject to the total amount of leave not exceeding 52 weeks.
- (ii) Unpaid leave
 - (1) A period of unpaid leave is available according to this clause and may form part of a member's parental leave entitlement.
 - (2) Any period of parental leave without pay in excess of 20 working days is regarded as leave without pay for accrual purposes,

including for annual leave and personal leave but does not break a member's continuity of service.

(iii) Keeping in Touch Days

- (1) This provision enables a member to perform work for the Controlling Authority on a keeping in touch day while they are on approved parental leave. If the member does so, the performance of that work does not break the continuity of the period of paid or unpaid parental leave.
- (2) The Controlling Authority cannot request a member attend on a keeping in touch day until a minimum of 6 weeks (42 days) after the birth, or day of placement, of the child. However, the member may request to the Controlling Authority that they attend a keeping in touch day 14 days after the date of birth, or day of placement, of the child.
- (3) A member is eligible to perform paid work for the Controlling Authority up to 10 working days as keeping in touch days for each of the periods prescribed below:
 - (A) a period of paid or unpaid parental leave taken during the member's available parental leave period; and
 - (B) a period of unpaid parental leave taken as an extension of the leave referred to in paragraph (A) for a further period immediately following the end of the available parental leave period.
- (4) The period worked by the member as a keeping in touch day may be for part of a single day.
- (5) If, during a period of unpaid parental leave, a member performs work for the Controlling Authority on a keeping in touch day taking that leave or performing that work does not have the effect of extending the period of unpaid parental leave.
- (6) If, during a period of paid parental leave, a member performs work for the Controlling Authority on a keeping in touch day performing that work will extend the period of that paid leave but will not extend the period of unpaid parental leave.

15.7.12 Transfer to a Safe Job

- (i) Where a member is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the member make it inadvisable for the member to continue at their present work, the member is to be

transferred to a safe job, if the Controlling Authority deems it practicable, until parental leave under this clause commences.

- (ii) In circumstances where the Controlling Authority is unable to provide a safe job for the member the member will continue to be paid at the normal rate of pay for the member's ordinary hours of work for the period of the risk. The period of risk ends with the commencement of parental leave or six weeks before the expected date of birth, whichever is earlier.

15.7.13 Returning to Work After a Period of Parental Leave

- (i) A member is to notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- (ii) A member is to notify of their intention to return to work on a reduced hours basis after a period of parental leave at least 8 weeks prior to the expiration of leave to enable the Controlling Authority to satisfy the requirements of these provisions.
- (iii) When a member returns to work after a period of parental leave a member is entitled to undertake the duties allocated to them immediately before proceeding on parental leave and which the member would have continued to undertake but for taking parental leave:
 - (1) if a member was pregnant was moved to safe duties because of the pregnancy – immediately before the move; or
 - (2) if a member who was pregnant began working reduced hours because of the pregnancy– immediately before the reduced hours work began;
- (iv) If those duties no longer exist, the member is entitled to a position nearly as comparable in status and pay to that of the former position.

15.7.14 Right to Request

- (i) A member entitled to parental leave pursuant to the provisions of subclause (b)(i) may request the Controlling Authority to allow the member to return from a period of parental leave on a reduced hours basis until the child reaches school age to assist the member in reconciling work and parental responsibilities.
- (ii) The Controlling Authority is to consider the request having regard to the member's circumstances and, provided the request is genuinely based on the member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace. Such grounds might include cost, lack of resources, loss of efficiency and effectiveness, the specialised nature of the work and the impact on service delivery.

- (iii) A member may return to work on a modified basis that may involve the member:
 - (1) working on different days or at different times, or both; and/or
 - (2) working on fewer days or for fewer hours or both, and/or
 - (3) undertaking different duties at the same rank, than the member worked immediately before commencing parental leave, other than for a member to whom subclause (i) of this parental leave clause applied.

15.7.15 Replacement Members

- (i) A replacement member is a member who is specifically transferred or seconded for a fixed term as a result of another member proceeding on parental leave.
- (ii) Prior to transferring or secondment, a replacement member is to be informed of the fixed term nature of the employment and of the rights of the member who is being replaced, including that the engagement may be subject to variation.
- (iii) Nothing in this subclause is to be construed as requiring a Controlling Authority to engage a replacement member.

15.7.16 Communication during Parental Leave

- (i) Where a member is on parental leave and a decision has been made to introduce significant change at the workplace, the Controlling Authority is to take reasonable steps to:
 - (1) make information available in relation to any significant effect the change is to have on the status or responsibility level of the duties assigned to the member prior to commencing parental leave; and
 - (2) provide an opportunity for the member to discuss any significant effect the change is to have on the status or responsibility level of the duties assigned to the member prior to commencing parental leave.
- (ii) The member is to take reasonable steps to inform the Controlling Authority about any significant matter that will affect the member's decision regarding the duration of parental leave to be taken, whether the member intends to return to work and whether the member intends to request to return to work on a reduced hours basis.

- (iii) The member is to also notify the Controlling Authority of changes of address or other contact details which might affect the Controlling Authority's capacity to comply with subclause (o)(i) above.

15.7.17 Lactation Breaks/Facilities

In order that members can better combine the demands of work and parental responsibilities, a member is to have reasonable time and access to suitable facilities in the workplace for the purpose of expressing milk, breastfeeding, or any other activity necessary for breastfeeding and expressing in the workplace.

15.7.18 Surrogacy Arrangements

A Member whose child is born through a surrogacy arrangement which complies with Part 4 of the *Surrogacy Act 2012* (Tas), is eligible to access the parental leave entitlements outlined in this clause as a Primary or Secondary Caregiver subject to meeting the eligibility, notice and evidence requirements outlined within this clause.

15.7.19 Permanent Care Leave

A member will be entitled to access parental leave in accordance with this clause at a time agreed with the Controlling Authority if they are granted a permanent care order in relation to the custody or guardianship of a Child pursuant to the *Children, Young Persons and Their Families Act 1997* (Tas) (or any successor to the legislation) or a permanent parenting order by the Family Court of Australia and will be the Primary or Secondary Caregiver for that child.

15.8 Family Violence Leave

15.8.1 Purpose of Family Violence Leave

Family violence leave is available to a member who is experiencing family violence for the purpose of:

- Attending medical/counselling/legal/financial appointments;
- Organising safe housing, child care, or education services;
- Maintaining support networks with children, family and significant others; and
- Undertaking other related activities.

The privacy and confidentiality of a member who has applied for or taken family violence leave is of primary importance.

15.8.2 Definitions

For the purposes of clause 15.8:

'A member experiencing family violence' means a person against whom family violence is directed.

'Family Violence' is conduct as defined by s 7 of the *Family Violence Act 2004* (Tas) against a member of a member's immediate family or household.

'Household' means any person or persons who usually reside with the member.

'Immediate family' in respect of a member includes:

- (i) spouse (including a former spouse) of the member. Spouse means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003* (Tas).

A significant relationship is a relationship between two adult persons who:

- have a relationship as a couple; and
 - are not married to one another or related by family.
- (ii) child or an adult child (including an adopted child, a foster child, a stepchild or an ex-nuptial child), parent (including foster parent stepparent or legal guardian), grandparent, grandchild, sibling or step sibling, brother-in-law, sister-in-law, son-in-law or daughter-in-law of the member or member's spouse.

The Controlling Authority acknowledges that members may have relationships outside of those specified in 'Household' and 'Immediate family' above and therefore would consider an application for family violence leave in those circumstances. The amount of any family violence leave would be at the discretion of the Controlling Authority.

15.8.3 Amount of Family Violence Leave

- (i) Family violence leave is paid leave of up to 10 days per annum (non-cumulative) and is available to a member who is experiencing family violence. This leave may be taken in hours.
- (ii) The Controlling Authority may approve paid family violence leave in addition to the family violence leave entitlement prescribed in this sub-clause.

15.8.4 Payment of Family Violence Leave

The rate of salary payable during a period of family violence leave is the normal rate of salary and allowances the member would have received for the ordinary hours of work during the relevant period.

15.8.5 Evidence for Family Violence Leave

- (i) Where practicable, a member who requests family violence leave is required to satisfy the Controlling Authority of this request with no reasonable request to be denied for immediate and short-term absences.
- (ii) All reasonable action is to be taken by the Controlling Authority to protect a member's identity and maintain their confidentiality and privacy in approving, managing and recording leave under this clause.
- (iii) Any documentation provided by a member as evidence to support an application for family violence leave is to be returned to the member without being copied or recorded in any way and no information regarding family violence leave is to be kept on a member's personnel file without the member's express written permission.
- (iv) Evidence that may be provided to support an application for leave under this clause includes, but is not limited to, documentation or contact information (with appropriate authority from the member) from professional support services such as:
 - 1. Safe at Home Service provider (Police, Court Support and Liaison Service, Family Violence Counselling and Support Service, Legal Aid, Magistrates Court);
 - 2. Employee Assistance Program (EAP) provider;
 - 3. Specialist counselling or refuge service;
 - 4. Legal or financial service; or
 - 5. Medical/Health practitioner.

15.8.6 Access to Carer's Leave

A member who is providing support to a person who is a member of their immediate family or household and who is, or has been, experiencing family violence, may be granted carer's leave according to the provisions of clause 15.5 Carer's Leave.

15.8.7 Other Support Options

In addition to leave for family violence issues the member and their manager should consider and implement, as appropriate, relevant measures to support the member including but not limited to, increased workplace security, alternative duties, flexible work arrangements and counselling through an Employee Assistance Provider or specialist service provider.

15.8.8 Member to Give Notice

- (i) As far as practicable, and taking into consideration privacy and confidentiality requirements, a member who is experiencing family violence and who requires leave to attend to matters associated with family violence is to provide the Controlling Authority with prior notice of the requirement for leave, and the estimated duration of the leave.

- (ii) If it is not practicable for the member to provide prior notice as required above, the requirement for leave notification should be provided at the earliest opportunity.

15.9 Foster and Kinship Care Leave

15.9.1 Purpose

- (i) Foster and kinship care leave enables a member to provide care to a child or young person, through a foster care or kinship care arrangement.

15.9.2 Eligibility

- (i) Foster and kinship care leave is available to a member, who is providing care for a child or young person through a foster care arrangement or kinship care arrangement, that has not been determined to be permanent.
- (ii) For the purpose of this clause, foster care and kinship care arrangements are defined as the provision of short-term, long-term, emergency or respite care for a child or young person through a formal arrangement facilitated by a government or non-government service provider.
- (iii) For the purpose of this clause, 'child' and 'young person' have the meanings as defined by the *Children, Young Persons and Their Families Act 1997*.

15.9.3 Entitlement

- (i) An eligible member is entitled to paid foster and kinship care leave proportionate to the duration of the care arrangement for each application, up to a maximum of 10 days paid leave per personal leave year as specified in Police Service Regulations 2013 PART 2.
- (ii) Foster and kinship care leave is non-cumulative and will not be paid out on cessation of employment.
- (iii) Foster and kinship care leave is credited to a member on the first day of service and will be replaced with a new credit upon the commencement of each subsequent personal leave year.
- (iv) Foster and kinship care leave may be taken as a single day or as a block of days, commensurate with the duration of the caring arrangement.

15.9.4 Notice and Evidence Requirements

- (i) A member is to make an application to the Controlling Authority for foster and kinship care leave, accompanied by supporting documentary evidence.
- (ii) Documentary evidence may include:

- a. Documents from a recognised government or non-government provider through which the care arrangement is facilitated.
- b. Documents from a registered health practitioner.
- c. Documents relating to current and previous court orders granting responsibility for a foster child.

15.9.5 Rate of payment

- (i) Foster and kinship care leave is paid at the member's normal salary rate.

15.10 Gender Affirmation Leave

15.10.1 Purpose

- (i) Gender affirmation leave is available to members to enable them to be absent from duty for the purpose of undertaking activities associated with that member's process of affirming their gender

15.10.2 Eligibility

- (i) Gender affirmation leave is available to a member who is undergoing a process of affirming their gender.
- (ii) Members may affirm their gender in a number of ways, including through medical, social and legal changes. A member is not required to be undergoing specific types of changes, including surgery, to access leave under this clause.

15.10.3 Entitlement

- (i) An eligible member undergoing a process of gender affirmation is entitled to the following, subject to the notice and evidence requirements of this clause:
 - (1) up to 4 weeks paid leave.
 - (2) up to 48 weeks unpaid leave.
- (ii) Gender affirmation leave is available for the purpose of activities associated with a member's gender affirmation including, but not limited to, any of the following:
 - (1) Medical or psychological appointments; or
 - (2) Hormonal appointments; or
 - (3) Surgery and associated appointments; or

- (4) Appointments to alter the Member's legal status or amend the Member's gender on legal documentation; or
- (5) Any other similar necessary appointment or procedure to give effect to the member's transition as agreed with the Controlling Authority.
- (iii) The period of leave accessed by the member may be greater than the duration of their appointment or procedure, to facilitate travel and recovery.
- (iv) Gender affirmation leave may be taken as consecutive, single or part days as agreed with the Controlling Authority.
- (v) A member may be granted gender affirmation leave from the first day of appointment.
- (vi) A member may access an entitlement to gender affirmation leave provided by sub-clause 15.10.3 (i) up until 52 weeks after they commence the process of affirming their gender. For clarity, nothing in this subclause prevents a member from accessing gender affirmation leave at a point in time before they commence living as a member of that gender provided that the leave is accessed for the purpose outlined at subclauses 15.10.3(ii) and (iii).
- (vii) Gender affirmation leave is non-cumulative and will not be paid out on cessation of employment.

15.10.4 Notice and Evidence Requirements

- (i) A member wishing to access gender affirmation leave should discuss their intention to take leave with the Controlling Authority as soon as reasonably practicable.
- (ii) A member is to make an application to the Controlling Authority for gender affirmation leave accompanied by supporting documentary evidence where appropriate.
- (iii) Documentary evidence may include any of the following:
 - (1) A medical certificate from a registered health practitioner or registered professional operating within their scope of practice; and/or
 - (2) A written referral, issued by a registered health practitioner, to a counsellor; and/or
 - (3) A document issued by a counsellor; and/or
 - (4) A legal or other document issued by a state, territory, or federal government organisation; and/or

(5) A statutory declaration.

15.10.5 Rate of Payment

- (i) Gender affirmation leave is paid at the member's normal salary rate, as defined.

15.10.6 Effect on other entitlements

- (i) Paid gender affirmation leave will count as service for all purposes.
- (ii) Any period of gender affirmation leave without pay in excess of 20 working days is regarded as leave without pay for accrual purposes, including for recreation leave and personal leave but does not break a member's continuity of service.

15.11 Recreation Leave

15.11.1 Taking of Leave

- (a) The total number of days leave that may be accumulated shall not, unless approved by the Controlling Authority, exceed the leave that the member is entitled to for two years.
- (b) A member shall give 30 days' notice where practicable, when formally applying for recreation leave whether part of a leave roster or not.
- (c) Prior to making an application for recreation leave a member must have sufficient credits to cover the absence.
- (d) The taking of recreation leave is subject to approval by the Controlling Authority of the member's application. The Controlling Authority may direct a member to take his or her recreation leave at such times as is convenient to the Tasmania Police Service and may require a member to resume duty whilst on recreation leave.

15.11.2 Sickness During Recreation Leave

When a period of sickness of four consecutive days or more occurs during annual leave and the Controlling Authority receives a certificate from a qualified medical practitioner stating that the member was unfit for duty during that period, the absence shall be counted as sick leave and that period of annual leave shall be re-accredited to the member.

15.11.3 "Cashing-out" of Recreation Leave

A member may with the agreement of the Controlling Authority request to 'cash-out' 38 hours of their recreation leave during each 12 month period (1 July to 30 June each year), subject to the following conditions:

- (a) The member must take a minimum of 114 continuous hours or an aggregate of 152 hours recreation leave within the financial year to cash out 38 hours of recreation leave. The aggregate of 152 hours must comprise of two separate periods of 76 continuous hours recreation leave; and
- (b) Recreation leave cannot be cashed out in advance of it being credited, and;
- (c) All requests to cash out recreation leave must be at designated times determined by the Controlling Authority, and;
- (d) The member is to be paid the amount of remuneration that would have been payable had the member taken the leave that is now to be forgone, and;
- (e) The cash out of leave (38 hours) will only be paid at the time of taking the period of 114 hours of continuous leave or the second period of 76 hours continuous leave; and
- (f) Approved applications to cash out recreation leave will apply for periods up to the 31st December 2020.

15.11.4 Carer's Leave During Recreation Leave

- (a) A member is entitled to Carer's Leave during recreation leave pursuant to clause 15.5 – Carer's Leave subject to the following conditions:
 - (i) The maximum amount of Carer's Leave that may be claimed is 5 days per annum;
 - (ii) The member must produce a certificate completed by a Health Practitioner treating the immediate family member requiring care and support
- (b) For the purposes of this clause a "health practitioner" means: a registered health practitioner registered or licensed as a health practitioner under an appropriate law of the State of Tasmania.

15.11.5 Management of Recreation Leave

- (a) The Controlling Authority is to make such arrangements as are practicable to allow each member to take recreation leave annually and may, where necessary, cause a roster to be prepared at the commencement of each year allowing recreation leave to the members in respect of that year.

- (b) Subject to (a) recreation leave is to be taken at a time or times mutually agreed between the Controlling Authority and the member.
- (c) The arrangement agreed to between the member and the Controlling Authority for the taking of recreation leave is to be adhered to.

15.11.6 Excessive Accrual of Recreation Leave

- (a) a member has an excessive recreation leave accrual if the member has accrued more than 12 weeks recreation leave;
- (b) If a member has an excessive leave accrual, the Controlling Authority or the member may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

15.11.7 The Controlling Authority Can Direct that Recreation Leave be Taken

- (a) Where a member has an excessive leave accrual, and genuine agreement has not been reached to reduce the excessive leave accrual the Controlling Authority may give a written direction to the member to take one or more periods of recreation leave.
- (b) However, a direction by the Controlling Authority under subclause (a) must not:
 - (1) result in the member's remaining accrued recreation leave being less than 6 weeks.
 - (2) require the member to take any period of recreation leave of less than 1 week.
 - (3) require the member to take any period of recreation leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (4) be inconsistent with any recreation leave agreement agreed by the Controlling Authority and member.
- (c) A member to whom a direction has been given may make a request to take recreation leave as if the direction had not been given. Such request is not to be unreasonably refused.
- (d) If recreation leave is agreed after a direction is issued and the direction would then result in the member's remaining accrued recreation leave being less than 6 weeks entitlement, the direction will cease to have effect.
- (e) A member must take paid recreation leave in accordance with a direction complying with this clause.

15.11.8 The Member can Direct that Recreation Leave be Taken

- (a) Where a member has an excessive leave accrual, and genuine agreement has not been reached to reduce the excessive leave accrual, the member

may give a written notice to the Controlling Authority to take one of more periods of recreation leave.

- (b) The member may only give notice under (g)(i) where:
 - (1) The member has had an excessive leave accrual for more than 6 months at the time of giving notice; and
 - (2) The member has not been given a direction under clause (f)(i).
- (c) A notice given by a member under clause (g)(i) must not:
 - (1) result in the member's remaining accrued recreation leave being less than 6 weeks.
 - (2) Provide for the member to take any period of recreation leave of less than 1 week.
 - (3) Provide for the member to take any period of recreation leave beginning less than 8 weeks or more than 12 months after the notice is given'.
 - (4) Be inconsistent with any recreation leave agreement agreed by the Controlling Authority and member.
- (d) The Head of Agency must grant paid recreation leave requested by a notice complying with this clause.

15.12 Special Leave

15.12.1 In the event of the serious illness of a near relative of a member, or in the case of other unforeseen emergency or pressing necessity relating to that member, the Controlling Authority may, at the discretion of the Controlling Authority, grant that member special leave of absence with pay for periods not exceeding an aggregate of two days in any calendar year, or such additional days as approved by the Controlling Authority.

15.12.2 The Controlling Authority may grant leave without pay to contest a Parliamentary Election for a period not exceeding two months.

15.12.3 Special leave shall be subject to such other conditions as a member and the Controlling Authority agree.

15.12.4 Notwithstanding any other provision in the award, the Controlling Authority may grant a member permission to leave work for a period not exceeding 24 hours without loss of pay and without deducting such leave from the member's leave entitlements under paragraph 15.8.1.

15.13 Surrogacy Leave

15.13.1 Purpose

- (a) Surrogacy leave is available to support a member who has entered into a formal surrogacy arrangement.

15.13.2 Definitions

'Member' includes full-time and full-time equivalent members.

15.13.3 Eligibility

- (a) Surrogacy leave is available to a member who has entered into a formal non-commercial surrogacy arrangement to give birth to a child. A formal surrogacy arrangement is one which is entered into in accordance with the *Surrogacy Act 2012* (Tas).
- (b) A member must have completed a period of 12 months continuous service to be eligible for surrogacy leave.
- (c) A member eligible for surrogacy leave is not entitled to parental leave in accordance with Clause 2 of this Part.

15.13.4 Entitlement

- (a) An eligible member who has entered into a formal surrogacy arrangement is entitled to up to six weeks paid leave in relation to the birth of a child.
- (b) The six weeks paid leave is to be taken in a consecutive period.

15.13.5 Commencement of Period of Surrogacy Leave

- (a) Unless otherwise agreed with the Controlling Authority, a member is to commence surrogacy leave within six weeks immediately prior to the expected date of birth.
- (b) A member who returns to work within six weeks after the birth of the child is required to provide a medical certificate to the Controlling Authority stating that the member is fit to work on their normal duties.
- (c) Where a member has exhausted their paid surrogacy leave entitlement, before six weeks following the birth of the child, the member may access any accrued recreation leave or long service leave entitlement in accordance with sub-clause (j) of this Part.

15.13.6 Continuing to work while pregnant

- (a) A member who continues to work within the six-week period immediately prior to the expected date of birth is required to provide a medical certificate to the Controlling Authority stating that the member is fit to work on their normal duties.

15.13.7 Transfer to a safe job

- (a) Where a member is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the member make it inadvisable for the member to continue at their present work, the member is to be transferred to a safe job, if the Controlling Authority deems it practicable, until surrogacy leave commences.
- (b) In circumstances where the Controlling Authority is unable to provide a safe job for the member the member will continue to be paid at the normal rate of pay for the member's ordinary hours of work for the period of the risk. The period of risk ends with the commencement of surrogacy leave or six weeks before the expected date of birth, whichever is earlier.

15.13.8 Rate of Payment

- (a) The rate of pay for a member during the period of the paid surrogacy leave is the normal rate of pay, as defined at clause 7.1.

15.13.9 Surrogacy Leave and Other Entitlements

- (a) Paid surrogacies leave and unpaid special surrogacy leave will count as continuous service for all purposes.
- (b) A member may access any accrued recreation leave or long service leave entitlements, in conjunction with surrogacy leave.

15.13.10 Special Surrogacy Leave

- (a) A member who has not yet commenced surrogacy leave and who suffers an illness related to their pregnancy or is required to undergo a pregnancy related medical procedure is to be granted any paid personal leave to which the member is entitled, and such further unpaid special surrogacy leave as a registered medical practitioner certifies as necessary before their return to work.
- (b) Where the pregnancy of a member terminates other than by the birth of a living child, not earlier than 28 weeks before the expected date of birth the member is entitled to access six weeks paid surrogacy leave.

15.13.11 Notice and Evidence Requirements

- (a) A member is to provide written notice to the Controlling Authority in advance of the expected date of commencement of surrogacy leave. The notice requirements are:
 - (1) At least ten weeks' notice of the expected date of birth in a certificate from a registered medical practitioner stating that the member is pregnant.

- (2) At least four weeks' notice of the date on which the member proposes to commence surrogacy leave and the period of leave to be taken.
- (b) A member is not in breach of this clause for if failure to give the required notice is due to the date of birth occurring earlier than the expected date.
- (c) Prior to the commencement of surrogacy leave, the member is to provide evidence of the formal surrogacy arrangement to which the member has entered into.

15.14 Leave for Bass Strait Island Positions

15.14.1 Where a member is permanently stationed on the Bass Strait Islands and embarks on approved leave of absence, the member may, three times in every year, of the member's appointment to the position, on the determination of the Controlling Authority, be paid the return fares reasonably incurred by that member and for any of that member's dependant relatives permanently resident on the Bass Strait Islands, while travelling from the member's station to the nearest seaport or airport on the mainland of this State. Such travel shall include travel via Melbourne when indirect travel is the most expedient means of travelling to or returning from the nearest seaport or airport on the mainland of this State.

PROVIDED that:

- (a) with the approval of the Controlling Authority a member may, in substitution for travel to the nearest seaport or airport in this State, travel to any other seaport in this State or to Melbourne;
- (b) for the purpose of obtaining emergency medical or dental treatment for a member or dependent relative of the member's family, permanently resident on the Bass Strait Islands, a member may by way of reimbursement and, with the approval of the Controlling Authority, be paid the return fare reasonably incurred for travel from the member's station to the nearest centre in this State or to Melbourne, where such treatment can be obtained. Such reimbursement shall be in substitution for one (or all) of the return economy fares for the person concerned, more particularly set forth in this clause.

15.14.2 The above entitlement is not cumulative, each year standing alone.

15.14.3 No member shall be eligible to receive payment for the return economy fares as set forth above unless such member has first completed three months' continuous service on one or other of the Bass Strait Islands.

15.15 Return to Duty Whilst on Leave.

For the purpose of this clause '*paid leave*' includes:

- (a) Recreational Leave,
- (b) Long Service Leave, and
- (c) Paid Parental Leave (including maternity, partner and adoption leave)

For the purpose of this clause '*unpaid leave*' includes:

- (d) Unpaid Parental Leave (including unpaid maternity, partner and adoption leave),

and

- (e) Leave Without Pay

15.15.1 Where a member is directed to resume duty whilst on paid leave, the Controlling Authority shall:

- (a) reimburse the member reasonable additional costs incurred by the member due to him or her being recalled;
- (b) Pay single time to a member who is required to return from leave for actual time required to resume duty, inclusive of travel time and credit the total number of hours deducted (of the type of leave they are returning from) for any day on which the member was required to resume duty; or the member may opt to be paid double time for all time the member is required to resume duty inclusive of travel time.
- (c) Pay the member overtime for any time performed in excess of a normal rostered shift of at least eight hours duration. The member concerned can by agreement have time off in lieu of overtime payment on an hour for hour basis.

15.15.2 Where a member is directed to resume duty whilst on unpaid leave, the Controlling Authority shall:

- (a) reimburse the member reasonable additional costs incurred by the member due to him or her being recalled.
- (b) A member required to resume duty whilst on unpaid leave shall also be entitled to the provisions of Clause 14.3 – Call Back.

15.16 Police Accumulated Leave Scheme

15.16.1 A Member or Officer is entitled to participate in the Police Accumulated Leave Scheme (PALS) under the terms and conditions specified in this clause.

15.16.2 Summary of Scheme

The PALS allows the Controlling Authority to approve Plans under which participants will, by taking a reduction in normal salary for a given period, become entitled at the end of that period to a pre-determined amount of special ("accumulated") leave during which they will be paid salary at the same reduced rate.

15.16.3 Interpretation

The conditions and administrative arrangements in the PALS are to be administered in conjunction with the *Police Service Act 2003* and the Police Service Regulations 2013.

'Accumulated leave' means the period of time that is accumulated under the Plan as leave during a work period.

'Leave period' means the period specified in a Plan when a participating member is absent from work on accumulated leave. A Plan is not to include any period as Leave that the Controlling Authority has determined as not being available for operational reasons.

'Member' means a member of the Police Service as defined in the *Police Service Act 2003*.

'Normal salary' means the salary that would be paid to a participating member if that person was not participating in a Plan and includes salary expressed as an annual rate, fortnightly rate, weekly rate, daily rate or hourly rate. The Shift and Penalty Allowance (SPA) will be considered as Normal salary and paid during the work period at the rate applicable to the position occupied by the member based on the Plan rate. The average of the SPA paid during the work period will be paid over the leave period. Normal Salary does not include allowances that are paid as an annual rate, fortnightly rate, weekly rate, daily rate, hourly rate or overtime payments. These allowances are to be paid at the prescribed rate, but will not be paid during the leave period where the member has been transferred to the unattached list.

'Operational requirements' means the need to ensure that the Police Service is to be operated as effectively, efficiently and economically as possible.

'Participating member' means a member whose election to participate in a Plan has been approved by the Controlling Authority.

'Plan' means an arrangement in the PALS consisting of a specified work period followed by a specified leave period.

'Work period' means the period specified in a Plan when an member is at work.

15.16.4 Plans

The PALS consists of arrangements known as Plans. For example:

Work Period	Percentage of Normal Salary payable during the period of the Plan	Leave Period
Four Years	80% "The Four over Five Year Plan"	One Year
Three Years	75% "The Three over Four Year Plan"	One Year
Twenty Months	83.3% "The 20 over 24 Month Plan"	Four Months
Eighteen Months	75% "The 18 over 24 Month Plan"	Six Months
Forty Eight Weeks	92.3% "The 48 over 52 Week Plan"	Four Weeks
Forty Weeks	76.9% "The 40 over 52 Week Plan"	Twelve Weeks
(Other Plan) "A" Years Months Weeks	$\frac{\text{§.}}{A+B} \times \frac{100}{1} = \text{..... \%}$ (to one decimal place) Year The .. over. Month Plan" Week	(Other Plan) "B" Year Months Weeks

15.16.5 Application of PALS

- The Controlling Authority, after considering the operational requirements of the Police Service, determines whether any Plan or Plans are to be available to members of the Police Service.
- The Controlling Authority may make any Plan or Plans available to members of the Police Service or a member or members can request the Controlling Authority that a Plan be made available to them.
- A Plan may be made available to any member (full or reduced hours) including a member who workshifts.
- The Controlling Authority determines:

- (e) whether one or more Plans will be made available to all or only some of the members;
 - (f) whether particular Plans will be made available to particular categories of members;
 - (g) whether limits will apply to the number of members who may participate in a Plan, and whether limits will apply to any category of members;
 - (h) the selection arrangements where limits are imposed; and
 - (i) the commencement date of any Plan.
- (j) Where a member participating in a Plan is promoted, transferred, seconded or otherwise moved either into another District, or within their own District, the Director, People and Culture will, after consultation with the member and taking into account the operational requirements of the District and the Police Service, determine whether or not the member is able to continue on their Plan.
- (k) If the Director, People and Culture determines the member is not able to continue on their Plan, the Controlling Authority may forthwith terminate the member's Plan, whereupon the member becomes entitled to a period of accumulated leave which bears the same proportion to the total leave period of the Plan as the period worked under the Plan bears to the total work period, to be remunerated at the percentage of normal salary payable during the period of the Plan. The member may apply to the Controlling Authority at any time to take that leave, and it is to be granted as soon as can be, consistent with the operational requirements of the Police Service.

15.16.6 How to Participate in PALS

- (a) Where the Controlling Authority offers a Plan to a member the member may elect to participate in the Plan by lodging an election in writing with the Controlling Authority in any form which the Controlling Authority may approve.
- (b) The Controlling Authority may accept or reject an election to participate made in accordance with sub-clause 15.16.6 (a).
- (c) The Controlling Authority will notify the member in writing if the member's election has been denied.
- (d) Where the member's election is approved, the Controlling Authority will endorse approval on the form of election which was lodged by the member, and will provide the member with a copy of that endorsed form.

- (e) A member's election under subclause 15.16.6 (a) does not entitle the member to participate in a Plan until it is approved by the Controlling Authority in accordance with sub-clause 15.16.6 (d).
- (f) A participating member wishing to withdraw from a Plan must apply in writing to the Controlling Authority which may refuse the application if such refusal is considered to be reasonably required to meet the operational requirements of the Police Service.

15.16.7 Conditions and Administrative Arrangements

(a) Work Period to be completed prior to Period of Leave

The work period specified in a Plan must be completed before a participating member can commence the leave period specified in that Plan.

(b) Suspension of Plan

- (i) The Controlling Authority on the application of the member or otherwise can in writing suspend a Plan.
- (ii) In deciding to suspend a Plan, either on application of the member or otherwise, the Controlling Authority will take into account the member's circumstances and response to any proposal to suspend, and what is reasonably required to meet the operational requirements of the Police Service. Suspension may occur either during the work period or the leave period of the Plan, and will be for such period as may be specified by the Controlling Authority in the instrument by which the Plan is suspended.
- (iii) Where the total period of the Plan comprises five years or more (for example a four over five Plan) the Plan may only be suspended with the agreement of the member.
- (iv) A member is entitled to compensation for reasonable expenses incurred by the member, but not otherwise recoverable, as a result of the Controlling Authority's decision to suspend the Plan otherwise than on the application of the member.

(c) Accumulated Leave

- (i) Accumulated leave is to be managed in accordance with any legislative requirements and with any guidelines which may be issued by the Controlling Authority which are not inconsistent with the PALS.

- (ii) A record is to be kept to show at all times the exact amount of the accumulated leave for each participating member.
- (iii) On withdrawal from a Plan, the accumulated leave is to be taken immediately or either wholly or in part at a later time approved by the Controlling Authority, at the percentage of normal salary payable during the period of the Plan. It is not to be paid out unless the participating member's employment ends.

(d) Payment during the Leave Period

During the leave period the participating member is to receive salary at the percentage of normal salary payable during the period of the Plan. Normal employment conditions will apply as if the member was on annual leave, except where otherwise provided for in this clause. A member may, on request, receive a lump sum payment in either one or two instalments.

(e) Salary Progression

Salary Progression will continue throughout the period of a Plan.

(f) Superannuation

- (i) Superannuation contributions are to be paid throughout the period of a Plan and in accordance with the rate of salary applicable under the Plan.
- (ii) It is the responsibility of a participating member to obtain any personal superannuation advice from the member's own adviser(s).
- (iii) A participating member's superannuation contributions (where the member is a contributor to a superannuation scheme other than the Retirement Benefits Fund) and entitlements depends upon the employment arrangements for that member.
- (iv) The Controlling Authority's superannuation responsibilities and financial obligations for participating members depends upon the nature of the employment arrangements for each participating member.

(g) Other Compulsory Deductions from Pay

Compulsory deductions from pay will be made throughout the period of a Plan.

('Compulsory deductions' include garnishees, salary attachments, court orders, etc.)

(h) **Voluntary Deductions from Pay**

Voluntary deductions from pay (including life insurance premiums, private health fund premiums, union membership fees etc) made by the Controlling Authority at the request of a member are to continue throughout the period of the Plan, unless otherwise requested by the member.

(i) **Administrative Records**

The Controlling Authority must maintain proper separate records of accruals based upon that Plan.

(j) **Recreation Leave**

Recreation leave entitlements accrue throughout the period of the Plan and will be taken otherwise than during the leave period of a Plan at the percentage of normal salary payable during the period of the Plan. Whenever taken, entitlements will be deducted from credits in the normal manner.

(k) **Sick Leave & Carer's Leave**

(i) Sick Leave and Carer's Leave entitlements taken during the period of a Plan will be taken at the rate of salary applicable under the Plan and will be deducted from credits in the normal manner.

(ii) Sick Leave and Carer's Leave entitlements will accrue throughout the period of the Plan and access to those entitlements will be in accordance with Award provisions.

(l) **Parental Leave**

Where a participating member is absent on parental leave, either within the work period of a Plan or during the leave period, the member's participation in the Plan is not affected by that parental leave. Salary arrangements established by the Plan apply during parental leave.

(m) **Other Leave**

Payment of all other leave entitlements (including Special Leave, Bereavement Leave, leave of absence with or without pay, Defence Force leave, leave for Bass Strait Island Positions, TOIL, etc) taken during the currency of a Plan will be at the rate of salary applicable under the Plan. Such entitlements will when taken be deducted from credits in the normal manner, and are to be taken otherwise than during the leave period of a Plan.

(n) **Long Service Leave**

- (i) Long Service Leave is provided for in the *Long Service Leave (State Employees) Act 1994*.
- (ii) Long service leave entitlements accrue throughout the work period of a Plan. The leave period is not to be regarded as a period of employment in calculating length of employment for the purposes of the *Long Service Leave (State Employees) Act 1994*, but is not to be taken as interrupting the continuous employment of a participating member. Long service leave entitlements are to be taken otherwise than during the leave period of a Plan.
- (iii) Where a participating member is absent on long service leave in the work period of a Plan the member's participation in the Plan is not postponed for the duration of that long service leave, and salary is to be paid at the rate of salary applicable under the Plan.

(o) **Workers Compensation**

A Plan is to be suspended during any period of incapacity for which the worker is entitled to compensation under the provisions of the *Workers Rehabilitation and Compensation Act 1988*, effective from the day before the commencement of the period of incapacity and terminating upon the last day of the incapacity. Upon suspension of a Plan in accordance with this provision, the member reverts to normal salary entitlement.

(p) **Cessation of Employment**

Where a participating member cease to be employed by Tasmania Police, the Plan will thereupon terminate and the Controlling Authority will pay in one lump sum to that former member, or to that person's estate, the exact amount of that former participating member's accumulated leave entitlement less the prescribed income tax and any other compulsory deductions not later than twenty working days after termination.

(q) Returning to Work/Position

- (i) A member is entitled to return to their incumbent position at the conclusion of the leave period of the plan providing the leave period does not exceed 12 weeks.
- (ii) Where the leave period exceeds 12 weeks, the position may be left vacant until the member resumes duty, or the position may be backfilled by temporary transfer or voluntary secondment, or the position may be backfilled on a permanent basis by transferring the member to the unattached list and advertising the vacant position.
- (iii) If the position is permanently backfilled, the returning member will return to the same district from which they transferred unless otherwise agreed.
- (iv) A member who relocates residence as a result of backfilling shall be entitled to transfer expenses as if that member was entitled to those expenses pursuant to the Police Award providing the member meets the requirements of Clause 11 with the exception of the following;
 - Where a member transfers to a 24 hour uniform area where vacancies are not usually gazetted and the area is under establishment strength, then the member is entitled to transfer expenses in accordance with clause 11 as if it is an advertised vacancy.
 - Where a member vacates a residence to allow a position to be backfilled the member will be entitled to reasonable expenses in accordance with clause 11.6, 11.7 and 11.8.
 - Where a member is placed on the the unattached list as a result of accessing PALS the member will be entitled to reasonable expenses in accordance with clause 11.6, 11.7, and 11.8 to have furniture and personal effects moved to a preferred location, where a geographical re- location is involved.

A member may be entitled to one or more of the above components dependent on the circumstances. A member will not be entitled to expenses where the transfer results from misconduct or a voluntary request by the member not covered above.

- (v) The member and the Director, People and Culture will enter into discussions about the return to work/position at the time

the application for a plan is being considered. The return to work/position will be determined and written into the plan.

16. REDUCED HOURS SERVICE

16.1 Entitlement

- 16.1.1 The Controlling Authority may approve a member to work in a reduced hours capacity in a position suitable to the member's circumstances and that which meets the exigencies of the Tasmania Police Service.
- 16.1.2 Where a full-time member wishes to work reduced hours, an application is to be made to the Controlling Authority.

16.2 Effect of Reduced Hours Work on Continuous Service

- 16.2.1 Commencement on reduced hours work under this clause, and return from reduced hours work to full-time work under this clause, shall not break the continuity of service.

16.3 Transitional Arrangements - Recreation Leave

- 16.3.1 A member working reduced hours under this clause shall be paid for and take any leave accrued in respect of a period of full-time service, in such periods and manner as specified in the recreation leave provisions of this award, as if the member were working full-time in the class of work the member was performing as a full-time member immediately before commencing reduced hours work under this part.
- 16.3.2 (a) A full-time member shall be paid for and take any recreation leave accrued in respect of a period of reduced hours service under this clause, in such periods and manner as specified in this award, as if the member were working reduced hours in the class of work the member was performing as a reduced hours member immediately before resuming full-time work.

(b) Provided that, by agreement between the Controlling Authority and the member, the period over which the leave is taken may be shortened to the extent necessary for the member to receive pay at the member's current full-time rate.

16.4 Transitional Arrangements - Sick Leave

- 16.4.1 A member working reduced hours under this clause shall have sick leave entitlements, (including any entitlements accrued in respect of previous full-time service) converted into hours. When this entitlement is used, whether as a reduced hours member or as a full-time member, it shall be debited for the ordinary hours that the member would have worked during the period of absence.

16.5 Reduced Hours Work Agreement

16.5.1 Before commencing a period of reduced hours service under this clause the member and the Controlling Authority shall agree:

- (a) that the member may work reduced hours;
- (b) the hours and percentage of an FTE (full time equivalent) to be worked by the member;
- (c) the classification applying to the work to be performed; and
- (d) the period of reduced hours service.

16.5.2 The terms of this agreement may be varied by consent.

16.5.3 The terms of this agreement or any variation to it shall be reduced to writing and retained by the Controlling Authority. A copy of the agreement and any variation to it shall be provided to the member by the Controlling Authority.

16.5.4 The terms of this agreement shall apply to the reduced hours service.

16.6 Termination of Service

16.6.1 The appointment of a reduced hours member under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the Controlling Authority because the member has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

16.6.2 Any termination entitlements payable to a member whose appointment is terminated while working reduced hours under this clause, or while working full-time after transferring from reduced hours work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time member as qualifying for a termination entitlement based on the period of full-time service and all service as a reduced hours member on a pro rata basis.

16.7 Extension of Hours of Work

16.7.1 The Controlling Authority may request, but not require, a member working reduced hours under this clause to work outside or in excess of the member's ordinary hours of duty provided for in accordance with subclause 16.5.

16.8 Nature of Reduced Hours Work

16.8.1 The work to be performed reduced hours need not be the work performed by the member in his or her former position but shall be work otherwise performed under this award.

16.9 Reversion to Full-Time

- 16.9.1 A reduced hours member may revert to full-time work on application to the Controlling Authority provided this conversion is absorbable within the budget.

16.10 Ordinary Hours and Time Fraction

- 16.10.1 A reduced hours member's ordinary hours shall average at least 15.2 hours per week over the member's roster cycle.
- 16.10.2 A reduced hours member's time fraction shall be the member's ordinary hours divided by 38.

16.11 Salary

- 16.11.1 A reduced hours member's salary shall be the salary of a full-time member of the same rank prescribed in Clause 8 - Salaries, multiplied by the reduced hours member's time fraction.

16.12 Salary Increments

- 16.12.1 Attainment of a salary increment will be on the basis of years of service and satisfactory performance. Accelerated advancement and reaching maximum salary levels within the ranks is subject to clause 8.5.1 for Constables, clause 8.5.2 for Sergeants and clause 8.5.3 for Inspectors.
- 16.12.2 This clause will be effective from the member's last increment date.

16.13 Expense Allowances

- 16.13.1 Expense related allowances in Clause 10 and Availability and Standby Allowance at subclause 13.3 shall be paid at the rate prescribed in this award.

16.14 Paid Leave

- 16.14.1 A reduced hours member shall be entitled to the same period of paid leave as a full-time member but shall be paid at his or her salary calculated in proportion to the reduced hours member's time fraction.

16.15 Overtime

- 16.15.1 The use of reduced hours members outside their agreed hours shall be minimal and occur only in exceptional circumstances or when agreed to by the member.
- 16.15.2 A reduced hours member shall be paid overtime for all time worked in excess of his or her normal rostered shift which is of at least eight hours' duration except for circumstances where the reduced hours work agreement specifies 10 hour shifts as ordinary hours.

Call back provisions at clause 14.3 shall apply to part-time members.

16.16 Shift and Penalty Allowance

16.16.1 Reduced hours members are entitled to the Shift and Penalty Allowance provisions at clause 19 providing the requirements of the clause are met based upon a calculated ratio of hours corresponding to their reduced hours percentage of hours.

17. WORK, HEALTH AND SAFETY

17.1 Members under this award are covered by the *Workers Rehabilitation and Compensation Act 1988* and the *Work Health and Safety Act 2012*.

18. ROSTERS

18.1 Establishment of Rosters

- 18.1.1 Rosters will conform with the requirements of this clause and such other clauses of this award as are relevant, except where agreements are reached under clause 18.6.3.
- 18.1.2 In establishing rosters for each area, it is essential that the specific workload within that particular area be assessed and taken into account when determining the extent and frequency of night, afternoon and weekend work.

18.2 Maximum Rostered Hours and Display of Rosters

- 18.2.1 A roster shall not provide in excess of 96 hours to be worked in a fortnight pay period.
- 18.2.2 The roster for each work area shall be displayed or electronically available in a prominent and easily accessible place for all members in the work area.
- 18.2.3 The roster shall be displayed for a minimum of four weeks in advance of its operating.
- 18.2.4 The reference to 5 week roster cycles contained within clause 18 does not restrict roster rotations of other lengths, provided the requirements set out in clause 18 are met.

18.3 Emergency Circumstances

- 18.3.1 A roster may be departed from in the following circumstances:
- (a) a state of emergency;
 - (b) the exercising of emergency powers under the *Emergency Management Act 2006*, or
 - (c) an unforeseeable circumstance beyond the control of the Controlling Authority.

18.4 Consultation and Disputes

- 18.4.1 In each work area, roster changes shall be the subject of consultation between the Controlling Authority and the members in the work area.

18.5 Changes in an Individual's Roster

- 18.5.1 Members may swap their rostered shift with another member provided the other member and the member's supervisor agree to the swap.

- 18.5.2 Where a member's rostered shift is changed without the consent of the member or five full calendar days' notice has not been provided the member shall be entitled to, except for cases referred to in paragraph 18.5.3, be paid double time for the substituted shift or shifts unless the roster has been departed from in accordance with sub clause 18.3.
- 18.5.3 In the case of members employed in Legal Services Section, Professional Standards, Education and Training and Business and Executive Services, only 24 hours' notice to change an individual's roster is required.

18.6 Changes to Work Area Rosters

- 18.6.1 The Controlling Authority shall give at least 14 days' notice of a roster change in a work area, unless sub clause 18.3 applies or all members in the area agree to the change.
- 18.6.2 If the above requirements are not met members affected shall be paid double time for the substituted shift or shifts until the required notice is given.
- 18.6.3 Agreements may be reached with individual areas where business benefits are demonstrated. These agreements may vary the award rostering provisions and shift and penalty allowance or other conditions. Agreement will require a minimum of 60 per cent majority and will outline the scope, define the group affected and time period of the agreement.

18.7 24 Hour Rotational Shift Rosters

18.7.1 Definitions

'24 hour rotational shift roster' means a roster with a 24 hours per day and 7 days per week coverage and involves members on continuous rotating rosters involving day, afternoon and night shifts, Saturdays and Sundays and public holidays.

Shift Definitions:

'Day shift' is a shift commencing at or after 6.00am and concluding at or before 6.00pm.

'Afternoon shift' is a shift concluding after 6.00pm and at or before 2.00am.

'Night shift' is a shift commencing at or after 6.00pm and before 6.00am except as provided for in "afternoon shift" above.

'Saturday shift' is a shift the major portion of which falls on that day.

'Sunday shift' is a shift the major portion of which falls on that day.

18.7.2 Maximum Hours

- (a) Members shall not work in excess of the following over a five week cycle:

Shift	Maximum Hours
Saturday and/or Sunday	55 hours within three weekends over the five week period ensuring two full weekends off in a five week cycle
Afternoon Shift (Monday to Friday)	50hours
Night Shift (Monday to Friday)	44 hours

- (b) The maximum shall not include shifts where a member has arranged a swap as allowed in paragraph 18.5.1 or the member agrees to work shifts in excess of the above amounts.
- (c) For the purpose of the calculations in paragraph 18.7.2., afternoon shifts may be counted as night shifts. Use of this clause will not be used to reduce the shift and penalty allowance applying to members on 24 hour rotational shifts.

18.7.3 Shift Sequences, Shift Sequence Changeovers and Breaks:

- (a) Rotating shift rosters shall follow a regular sequence.
- (b) Night shifts shall be continuous during the sequence of shifts.
- (c) Where a changeover occurs between a sequence of shifts and between shifts during a sequence of shifts the minimum break shall be 12 hours.
- (d) The variation in starting times of sequence of night shifts, afternoon shifts and day shifts over a roster cycle shall not exceed three hours.

18.7.4 Rostered Days Off:

- (a) Rostered days off shall be a minimum of two consecutive days.
- (b) Rostered days off after a night shift sequence shall be a minimum of four consecutive days.
- (c) A roster may change from a sequence of day shifts to a sequence of afternoon shifts without a rostered day off on the changeover provided the minimum break in subparagraph 18.7.3(c) is provided.
- (d) A roster may change to or from a sequence of night shifts only when rostered days off are provided.

18.8 Non 24 hour Rotational Shift Rosters

18.8.1 Definitions

'Non 24 hour rotational shift roster' means a roster that does not have a 24 hour and 7 days per week coverage but does involve members on continuous rotating rosters involving day, afternoon and possibly night shifts, Saturdays and Sundays and public holidays

Shift Definitions:

'Day shift' is a shift commencing at or after 6.00am and concluding at or before 6.00pm.

'Afternoon shift' is a shift concluding after 6.00pm and at or before 2.00am, except in the case of Thursdays, Fridays and Saturdays when the finishing time may be 3.00am and except on one (1) shift within a five (5) week cycle, the shift may extend to 4.00am.

'Night shift' is a shift commencing at or after 6.00pm and before 6.00am except as provided for in "afternoon shift" above

'Saturday shift' is a shift the major portion of which falls on that day.

'Sunday shift' is a shift the major portion of which falls on that day.

18.8.2 Maximum Hours

- (a) Members shall not work in excess of the following over a five week cycle:

Shift	Maximum Hours
Saturday and/or Sunday	55 hours within three weekends over the five week cycle ensuring two full weekends off in a five week cycle
Afternoon Shift (Monday to Friday)	50 hours
Night shift (Monday to Friday)	48 hours

- (b) These maximums shall not include shifts where a member has arranged a swap as allowed in paragraph 18.5.1 or the member agrees to work shifts in excess of the above amounts.
- (c) For the purposes of the calculations in paragraphs 18.8.2 in respect of those members not working a 24 hour rotational roster, afternoon shifts may be counted as night shifts.

18.8.3 Shift Sequences, Shift Sequence Changeovers and Breaks:

- (a) Night shifts shall be continuous during a sequence of shifts.
- (b) Where a changeover occurs between a sequence of shifts and between shifts during a sequence of shifts the minimum break shall be 10 hours.
- (c) The variation in starting times of sequences of night shifts, afternoon shifts and day shifts over a roster cycle shall not exceed four hours.

18.8.4 Rostered Days Off:

- (a) Rostered days off shall be a minimum of two consecutive days.
- (b) Rostered days off after a night shift shall be a minimum of three consecutive days where up to and including three nights shifts are involved. Where four night shifts are involved a minimum of four consecutive days off will be rostered.
- (c) A roster may change from a sequence of day shifts to a sequence of afternoon shifts without a rostered day off on the changeover provided the minimum break in subparagraph 18.8.3(b) is provided.
- (d) A roster may change to or from a sequence of night shifts only when rostered days off are provided.

18.9 Other Rosters

18.9.1 Definitions

'Other rosters' means a roster that is not a '24 hour rotational shift roster' or a 'non 24 hour rotational shift roster', but is a roster which may comprise of shifts involving afternoon shifts, Saturdays and Sundays and public holiday work.

Shift Definitions:

'Day shift' is a shift commencing at or after 6.00am and concluding at or before 6.00pm.

'Afternoon shift' is a shift concluding after 6.00pm and at or before 2.00am, except in the case of Thursdays, Fridays and Saturdays when the finishing time may be 3.00am and except on one (1) shift within a five (5) week cycle, the shift may extend to 4.00am.

'Saturday shift' is a shift the major portion of which falls on that day.

'Sunday shift' is a shift the major portion of which falls on that day.

18.9.2 Maximum Hours

- (a) The hours members are required to work over a 5-week roster cycle under "Other Rosters" are as follows:

- (i) Level 1 - Members shall not work more than a combined maximum of up to 55 afternoon shift hours and weekend day shift hours in a 5-week roster cycle in order to receive a shift & penalty allowance of 13% pursuant to clause 19.3 (b); or
- (ii) Level 2 - Members are required to work a combined minimum of 56 hours and up to, but not including a maximum of 80 afternoon shift hours and weekend day shift hours in the 5-week roster cycle in order to receive a shift & penalty allowance of 15% pursuant to clause 19.3 (c).

And the hours must be rostered ensuring a minimum of two full weekends off in each five week cycle.

- (b) These maximums shall not include shifts where a member has arranged a swap as allowed in paragraph 18.5.1 or the member agrees to work shifts in excess of the above amounts.

18.9.3 Shift Sequences, Shift Sequence Changeovers and Breaks:

- (a) Where a changeover occurs between a sequence of shifts and between shifts during a sequence of shifts the minimum break shall be 10 hours.
- (b) The variation in starting times of sequences of afternoon shifts and day shifts over a roster cycle shall not exceed four hours.

18.9.4 Rostered Days Off:

- (a) Rostered days off shall be a minimum of two consecutive days.
- (b) A roster may change from a sequence of day shifts to a sequence of afternoon shifts without a rostered day off on the changeover provided the minimum break in subparagraph 18.9.3(a) is provided.

18.9.5 Operative Date for Other Rosters

The operative date for the commencement of the first five (5) week cycle of Other Rosters is the 2 May 2011.

18.10 Hours of Duty and Rosters for Inspectors

18.10.1 The standard hours for officers at the rank of Inspector shall average 38 hours per week over a 10 week roster cycle.

18.10.2 Officers at the rank of Inspector shall work such hours as are required by the Controlling Authority to effectively and efficiently discharge their duties and

responsibilities including (but not exclusive to) participation in the roster for supervision for Inspectors.

18.10.3 Immediate supervisors are responsible to ensure officers at the rank of Inspector are not expected to work excessive hours on a continuous basis. There is an expectation that an Inspector will work additional hours as required by their position; however should these additional hours lead to the undertaking of excessive hours of work they will be able to take time off, including a full day, in consultation and agreement with their immediate supervisor.

18.10.4 An officer at the rank of Inspector who considers he or she is working excessive hours should approach his or her immediate supervisor to resolve this issue and follow procedures outlined in Clause 26 - Consultation and Dispute Settlement Procedures in relation to grievances.

18.11 Hours of Duty for Commanders

18.11.1 Officers at the rank of Commander who are covered by this award shall work such hours as are required by the Controlling Authority to efficiently and effectively discharge their duties and responsibilities.

19. SHIFT AND PENALTY ALLOWANCE

19.1 24 hour Rotational Shift Roster

- (a) A '**24 hour rotational shift roster**' means a roster with a 24 hours per day and 7 days per week coverage and involves members on continuous rotating rosters involving day, afternoon and night shifts, Saturdays and Sundays and which includes afternoon or night shift hours that are equal to or greater than 80 hours over a five week period.
- (b) Members (Constables and Sergeants) rostered to work on a 24 hour rotational roster as defined shall be paid an annual allowance equivalent to 24 per cent of normal salary in lieu of payments for shift work and penalties (including afternoon, night, Saturday, Sunday and public holiday work) which is to be paid in equal instalments in accordance with paragraph 19.4.(i)

19.2 Non 24 hour Rotational Shift Roster

- (a) A '**Non 24 hour rotational shift roster**' means a roster that does not have a 24 hour and 7 days per week coverage but does involve members on continuous rotating rosters involving day, afternoon and possibly night shifts, Saturdays and Sundays which includes afternoon or night shift hours that are equal to or greater than 80 hours over a five week period.

- (b) Members (Constables and Sergeants) rostered to work on a non-24 hour rotational roster shall be paid an annual allowance equivalent to 19 per cent of normal salary in lieu of payments for shift work and penalties (including afternoon, night, Saturday, Sunday and public holiday work) which is to be paid in equal instalments and otherwise in accordance with paragraph 19.4.(i).

19.3 Other Rosters

- (a) **'Other rosters'** means a roster that is not a 24 hour rotational shift roster' or a 'non 24 hour rotational shift roster', but is a roster which may comprise of shifts involving afternoon shifts, Saturdays and Sundays that does not exceed 80 hours in a defined 5 week period.
- (b) Members (Constables and Sergeants) rostered to work other rosters as provided for in 18.9.2 (a) (i)- Level 1 shall be paid an annual allowance equivalent to 13 per cent of normal salary in lieu of payments for shift work and penalties (including afternoon, Saturday, Sunday and public holiday work) which is to be paid in equal instalments and otherwise in accordance with paragraph 19.4 (i).

Where a member (Constable and Sergeant) is required to work in excess of the maximums specified in clause 18.9.2 (a) (i) – Level 1, in the 5 week roster cycle, the member shall receive the shift and penalty allowance as specified in 19.3 (c) for the entire five week roster cycle.

- (c) Members (Constables and Sergeants) rostered to work other rosters as provided for in 18.9.2 (a) (ii)- Level 2 shall be paid an annual allowance equivalent to 15 per cent of normal salary in lieu of payments for shift work and penalties (including afternoon, Saturday, Sunday and public holiday work) which is to be paid in equal instalments and otherwise in accordance with paragraph 19.4 (i).

Where a member (Constable and Sergeant) is required to work in excess of the maximums specified in clause 18.9.2 (a) (ii) – Level 2, in the 5 week roster cycle, the member shall receive the shift and penalty allowance as specified in 19.2 (b) for the entire five week roster cycle.

19.4 General Provisions

- (a) The shift and penalty allowance is not payable whilst a member is on defence leave.
- (b) The shift and penalty allowance shall not apply to entitlements accrued and paid upon termination of service.
- (c) For the purposes of calculating the 80 hours specified in 19.1 (a) and 19.2.(a), afternoon or night shift hours shall be any work on an afternoon

or night shift as prescribed within paragraph 18.8.1 or paragraph 18.9.1 of Clause 18 - Rosters, and includes afternoon and night shift hours worked on weekends.

- (d) Where a member receiving the shift and penalty allowance proceeds on approved leave, sick leave or leave in lieu of overtime, the member will continue to receive the allowance provided that, at the commencement of the period of leave, the member is expected to continue to work on a 24 hour, non-24 hour rotational roster or other roster, as the case may be, after the period of such leave.
- (e) Subject to paragraph (d) above, where a member transfers from a 24-hour to a non-24 hour rotational roster or other roster during or immediately after a period of approved leave, sick leave or leave in lieu of overtime, that member shall receive the penalty prescribed for a non-24 hour rotational roster or other roster as the case may be, for that period of leave.
- (f) The Controlling Authority must provide the opportunity for a member to work the required minimum hours to maintain an entitlement to the shift and penalty allowance. The Controlling Authority will provide reasonable training and development to enable members to satisfy the requirements of this clause.
- (g) Where a member does not perform the shift work as required within the parameters of this clause, the Controlling Authority may reduce, adjust or suspend the payment of the shift and penalty allowance having regard to the number of hours worked.
- (h) Where a member does not perform the shift work as defined, the Controlling Authority will develop a plan in conjunction with the member that will rectify the situation within a reasonable time-frame. Failure to comply with or meet the standards projected in this plan will result in the suspension of the Shift and Penalty Allowance. Future restoration of the allowance will require the Controlling Authority to be satisfied that the member will or has satisfied the criteria for the allowance.
- (i) All shift and penalty allowances shall be paid in equal instalments in accordance with the following formula:

$$\frac{\text{ANNUAL ALLOWANCE X 10}}{\text{TOTAL NUMBER OF WORKING DAYS}} = \text{FORTNIGHTLY ALLOWANCE}$$

where the total number of working days represents the number of calendar days, exclusive of Saturdays and Sundays, within the financial year commencing 1 July each year.

19.5 Exemptions from Shift Work

Where a member applies in writing and receives approval from the Controlling Authority no shift and penalty allowance shall be payable. A member shall be entitled to have such exemption revoked by giving five weeks' notice in writing.

19.6 Date of Operation

The operative date for clause 19 – Shift and Penalty Allowance shall be from the first full pay period on or after 1 December 2010.

20. PHYSICAL SURVEILLANCE SERVICES AND TECHNICAL SURVEILLANCE SERVICES

20.1 Definitions and Authority over other Clauses

- (a) For the purpose of this clause the following definitions shall apply:

'Member' means a person permanently or temporarily appointed under the provisions of the *Police Service Act 2003* in the Tasmania Police Service and who is appointed or seconded on a full-time basis to a position in the Physical Surveillance Services or Technical Surveillance Services.

'Normal salary' means the salary at Clause 8 - Salaries but does not include the shift and penalty allowance at clause 20.6 (a)

- (b) Where inconsistent, this clause prevails over the following:

- (i) Meal Expense Allowance at subclause 10.5,
- (ii) Overnight Expense Allowance at subclause 10.8;
- (iii) Rosters at clause 18;
- (iv) Shift and Penalty Allowance at clause 19; and
- (v) Hours at clause 13

20.2 Hours of Duty

- (a) The standard hours shall average 38 hours per week over the rosters cycle.
- (b) The standard hours shall be:
 - (i) 8, 9 and 10 hours per shift; or
 - (ii) a combination of 8, 9 and 10 hours per shift over a shift cycle.
- (c) Generally accrued days during a roster cycle will be factored into or taken during that roster cycle. In special circumstances and when approved by the Controlling Authority up to five (5) accrued days may be accumulated and may be taken on application by the member with the approval of the Controlling Authority.

20.3 Rostered Meal Breaks

- (a) Members shall be entitled to meal breaks according to roster for their work areas as following:
 - (i) an eight (8) hour shift shall have a 20 minute paid break or an unpaid break not exceeding one hour in addition to the rostered hours.
 - (ii) A ten (10) hour shift shall have a 30 minute paid break or an unpaid break not exceeding one hour in addition to the rostered hours.
- (b) A meal break shall be taken by the member within five (5) hours of the commencement of the shift or as soon as practicable after the fifth hour of commencing duty.
- (c) The type and length of break will be decided having regard to operational requirements. The unpaid break will occur only in exceptional circumstances and having regard to operational requirements.
- (d) A member required to work overtime after completing a shift shall be entitled to a break during the overtime where practicable, provided the member is required to work after the break. In addition, where practicable, the member shall also be entitled to an additional break at the conclusion of each additional five hours of overtime worked, provided the member is required to work overtime after the additional break.
- (e) Paid meal breaks shall be at the salary rate applicable at the time.
- (f) A member shall be available for work during his or her paid break.

20.4 Availability and Standby

Availability and/or Standby Allowances apply to all members subject to the provisions of Clause 13.3.

20.5 Surveillance Allowance

A member who was in receipt of this allowance immediately prior to the first full pay period on or after 1 March 2011, which is greater than their entitlement under clause 9.5 - Specialist Allowance, shall receive a maintenance payment equivalent to the Surveillance Allowance they received in the pay period immediately prior to 1 December 2010, until such time as the Specialist Allowance exceeds the difference or the member leaves the position. The maintenance payment will be adjusted annually and will be effective from the first full pay period on or after the date of operation of this Award.

20.6 Shift and Penalty Allowance

- (a) Members at the Constable and Sergeant level in the Physical Surveillance Service or the Police Technical Support (Surveillance) Service shall be paid

a shift and penalty allowance equivalent to a 24-hour rotational shift worker.

- (b) The shift and penalty allowance recognises the flexibility in rostering, (clause 20.7).

20.7 Rosters

20.7.1 In establishing rosters for each area it is essential that the specific workload within that particular area be assessed and taken into account when determining the extent and frequency of night, afternoon and weekend work.

20.7.2 Maximum Rostered Hours

- (a) A roster shall not provide in excess of 96 hours to be worked in a fortnight pay period.
- (b) A roster will be notified as early as possible and generally four weeks in advance of operating.

20.7.3 Emergency Circumstances

A roster may be departed from in the following circumstances:

- (a) a state of emergency;
- (b) the exercising of emergency powers under the *Emergency Management Act 2006*, or
- (c) an unforeseeable circumstance beyond the control of the Controlling Authority.

20.7.4 Consultation and Disputes

In each work area, roster changes shall be the subject of consultation between the Controlling Authority and the members in the work area.

20.7.5 Changes in an Individual's Roster

- (a) Members may swap their rostered shift with another member provided the other member and the member's supervisor agree to the swap.
- (b) Where a member's rostered shift is changed without the consent of the member or 24 hours' notice has not been provided the member shall be entitled to be paid double time for the substituted shift or shifts unless the roster has been departed from in accordance with paragraph 20.7.3

- (c) The period of notice shall be calculated as the time from notification of the member of the shift change to the commencement time of the shift that the member would have worked. Furthermore 24 hours' notice will not be deemed to be provided if the replacement shift is to commence earlier than the original shift and a period of 24 hours' notice has not elapsed between the notification of the member of the shift change and the commencement time of the new shift.

20.7.6 Shift Definitions

- (a) The following shift definitions shall apply:
- (i) Day shift is a shift commencing at or after 6.00am and concluding at or before 6.00pm.
 - (ii) Afternoon shift is a shift concluding after 6.00pm and at or before 2.00am, except in the case of Thursdays, Fridays and Saturdays when the finishing time may be 3.00am.
 - (iii) Night shift is a shift commencing at or after 6.00pm and before 6.00am except as provided for in (b) above.
 - (iv) Saturday shift is a shift the major portion of which falls on that day.
 - (v) Sunday shift is a shift the major portion of which falls on that day.

20.7.7 Maximum Hours

- (a) Members shall not work in excess of the following over a 20 week cycle:

Shift	Maximum Hours
Saturday and/or Sunday	220 hours within 12 weekends over the 20 week cycle ensuring eight full weekends off in a twenty week cycle
Afternoon Shift	200 hours
Night Shift	192 hours

- (b) The maximum shall not include shifts where a member has arranged a swap as allowed in paragraph 20.7.5.(a) or the member agrees to work shifts in excess of the above amounts.

20.7.8 Shift Sequences, Changeovers and Breaks

- (a) Where a changeover occurs between a sequence of shifts and between shifts during a sequence of shifts the minimum break shall be 10 hours.

- (b) The variation in starting times of sequence of night shifts, afternoon shifts and day shifts shall not exceed six hours.

20.7.9 Rostered Days Off

- (a) Rostered days off shall be a minimum of two consecutive days.
- (b) A roster may change from day shift to afternoon shift or conversely from afternoon to day without a rostered day off on the changeover provided the minimum break in paragraph 20.7.8.(a) is adhered to.
- (c) A roster may change to or from night shift without a rostered day off on the changeover provided the minimum break in paragraph 20.7.8.(a) is adhered to.

20.8 Meals and Incidentals Allowance

- (a) The standard Meals and Incidentals Allowance rate to be claimed by members is \$149.66 per day. This is comprised of meal expenses components under paragraph 10.8.1 and 50 per cent of the incidental allowance under paragraph 10.8.6. This allowance rate will be adjusted in accordance with the current rates of its components, as varied in this award.
- (b) The meals and incidentals allowance above shall be claimed in 24-hour periods or wherever there is a requirement to stay away overnight when the stay away is less than 24 hours.
- (c) Where a member is absent overnight in excess of a 24 hour period but less than another overnight stay, the member is not entitled to claim any further meal expenses under 20.8 (a) above or 10.8.1 unless the excess hours are overtime, or the excess hours are when the member is more than 60 kilometres from the office between the fourth and sixth hours of duty. In these circumstances the members is entitled to claim a meal expense allowance in accordance with clause 10.5 of the Police Award.
- (d) Meal claims in accordance with 10.5 are not payable when in receipt of the Allowance under this clause
- (e) Where a member;
 - (i) is required to stay away overnight and was not advised of the requirement prior to commencement of their rostered duty on that day, or,
 - (ii) is recalled to duty, without notice and is required to stay away overnight;

the member is entitled to overnight expense allowances at Clause 10.8 for the first night away in lieu of the allowance at clause 20.8.(a) above. If the member is advised of the requirement to stay away overnight on any

subsequent night/s the rate reverts to the allowance in clause 20.8.(a) above.

- (f) Overnight Expense Allowance under subclause 10.8 will not be paid when members are on Standby or Availability and are recalled for the purpose of intrastate travel and are required to stay away overnight, provided that they were informed of the likelihood of this requirement when placed on Standby or Availability at subclause 13.3 - Hours.
- (g) Where these provisions apply and overnight accommodation is required, accommodation will be arranged and expenses met by the Controlling Authority or accommodation expenses will be reimbursed by the Controlling Authority.

20.9 Tenure

Tenure of positions in the Physical Surveillance Services and Police Technical Support (Surveillance) Services shall be reviewed by the Controlling Authority after three years' continuous service or, in the case of a member promoted within either unit, three years from that promotion. This does not remove the normal transfer and promotion capabilities during this period.

20.10 Physical Surveillance Services and Technical Surveillance Services Allowance

- (a) A member in the Physical Surveillance Services and Technical Surveillance Services who is appointed or seconded on a full-time basis shall be paid an allowance of \$1,952.10 per annum.
- (b) A member who is appointed or seconded on a full-time basis in the Physical Surveillance Services and Technical Surveillance Services before the 19th February 2015, shall be paid an allowance of \$2,662.66 per annum and shall continue to receive this allowance until the member is no longer appointed or seconded in Physical Surveillance Services and Technical Surveillance Services on a full-time basis.
- (c) This allowance shall be adjusted annually to reflect the change in the Consumer Price Index (weighted average of the eight capital cities) calculated for the period March to March.

21. SPECIAL RESPONSE AND COUNTER TERRORISM

21.1 Definitions and Authority over other Clauses

- (a) For the purpose of this clause the following definitions shall apply:

'Member' means a Constable permanently or temporarily appointed under the provisions of the *Police Service Act 2003* in the Tasmania Police Service and who is appointed or seconded on a full-time basis to a position in the

Special Response and Counter Terrorism and who undertakes regular dignitary protection duties.

'Normal salary' means the salary at Clause 8 - Salaries but does not include the shift and penalty allowance at Clause 21.5.(a).

- (b) Where inconsistent, this clause prevails over the following:
 - (i) Meal Expense Allowance at subclause 10.5;
 - (ii) Overnight Expense Allowance at subclause 10.8;
 - (iii) Rosters at Clause 18;
 - (iv) Shift and Penalty Allowance at Clause 19; and
 - (v) Hours of Duty at Clause 13.

21.2 Hours of Duty

- (a) The standard hours shall average 38 hours per week over the rosters cycle.
- (b) The standard hours shall be:
 - (i) 8, 9, 10 and 12 hours per shift; or
 - (ii) a combination of 8, 9, 10, and 12 hours per shift over a shift cycle.

21.3 Rostered Meal Breaks

- (a) Members shall be entitled to meal breaks according to roster for their work areas as following:
 - (i) an eight (8) hour shift shall have a 20 minute paid break or an unpaid break not exceeding one hour in addition to the rostered hours.
 - (ii) A ten (10) hour shift shall have a 30 minute paid break or an unpaid break not exceeding one hour in addition to the rostered hours.
 - (iii) A twelve (12) hour shift shall have two 20 minute paid breaks.
- (b) A meal break shall be taken by the member within five (5) hours of the commencement of the shift or as soon as practicable after the fifth hour of commencing duty.
- (c) A member required to work overtime after completing a shift shall be entitled to a break during the overtime where practicable, provided the member is required to work after the break. In addition, where practicable, the member shall also be entitled to an additional break at the

conclusion of each additional five hours of overtime worked, provided the member is required to work overtime after the additional break.

- (d) Paid meal breaks shall be at the salary rate applicable at the time.
- (e) A member shall be available for work during his or her paid break.

21.4 Availability and Standby

Availability and/or Standby Allowances apply to all members subject to the provisions of Clause 13.3.

21.5 Shift and Penalty Allowance

- (a) Members in the Special Response and Counter Terrorism and who undertake regular dignitary protection duties shall be paid a shift and penalty allowance equivalent to a 24-hour rotational shift worker.
- (b) The shift and penalty allowance recognises the flexibility in rostering, (clause 21.6).

21.6 Rosters

21.6.1 In establishing rosters for this area it is essential that the specific workload within the area and need for flexibility be assessed and taken into account when determining the extent and frequency of night, afternoon and weekend work.

21.6.2 Maximum Rostered Hours

- (a) A roster shall not provide in excess of 96 hours to be worked in a fortnight pay period.
- (b) A roster will be notified as early as possible and generally four weeks in advance of operating but will not be displayed.

21.6.3 Emergency Circumstances

A roster may be departed from in the following circumstances:

- (a) A state of emergency;
- (b) The exercising of emergency powers under the *Emergency Management Act 2006*; or;
- (c) Unplanned circumstances beyond the control of the Controlling Authority involving high risk events with immediate threat to life.

21.6.4 Consultation and Disputes

Roster changes shall be the subject of consultation between the Controlling Authority and the members in the work area.

21.6.5 Changes in an Individual's Roster

- (a) Members may swap their rostered shift with another member provided the other member and the member's supervisor agree to the swap.
- (b) Where a member's rostered shift is changed without the consent of the member or 24 hours' notice has not been provided the member shall be entitled to be paid double time for the substituted shift or shifts unless the roster has been departed from in accordance with paragraph 21.6.5.(a)
- (c) The period of notice shall be calculated as the time from notification of the member of the shift change to the commencement time of the shift that the member would have worked. Furthermore 24 hours' notice will not be deemed to be provided if the replacement shift is to commence earlier than the original shift and a period of 24 hours' notice has not elapsed between the notification of the member of the shift change and the commencement time of the new shift.

21.6.6 Shift Definitions

The following shift definitions shall apply:

- (a) Day shift is a shift commencing at or after 6.00am and concluding at or before 6.00pm.
- (b) Afternoon shift is a shift concluding after 6.00pm and at or before 2.00am, except in the case of Thursdays, Fridays and Saturdays when the finishing time may be 3.00am.
- (c) Night shift is a shift commencing at or after 6.00pm and before 6.00am except as provided for in (b) above.
- (d) Saturday shift is a shift the major portion of which falls on that day.
- (e) Sunday shift is a shift the major portion of which falls on that day.

21.6.7 Maximum Hours

- (a) Members shall not work in excess of the following over a 20 week cycle:

Shift	Maximum Hours
Saturday and/or Sunday	220 hours within 12 weekends over the 20 week cycle ensuring eight full weekends off in a twenty week cycle

Afternoon Shift	200 hours
Night Shift	192 hours

- (b) The maximum shall not include shifts where a member has arranged a swap as allowed in paragraph 21.6.5 (a) or the member agrees to work shifts in excess of the above amounts.

21.6.8 Shift Sequences, Changeovers and Breaks

- (a) Where a changeover occurs between a sequence of shifts and between shifts during a sequence of shifts the minimum break shall be 10 hours.
- (b) The variation in starting times of sequence of night shifts, afternoon shifts and day shifts shall not exceed six hours.

21.6.9 Rostered Days Off

- (a) Rostered days off shall be a minimum of two consecutive days.
- (b) A roster may change from day shift to afternoon shift or conversely from afternoon to day without a rostered day off on the changeover provided the minimum break in paragraph 21.7.8.(a) is adhered to.
- (c) A roster may change to or from night shift without a rostered day off on the changeover provided the minimum break in paragraph 21.7.8.(a) is adhered to.

21.7 Meals and Incidentals Allowance

- (a) The standard Meals and Incidentals Allowance rate to be claimed by member is \$146.32 per day. This is comprised of meal expenses components under paragraph 10.8.1 and 50 per cent of the incidental allowance under paragraph 10.8.6. This allowance rate will be adjusted in accordance with the current rates of its components, as varied in this award.
- (b) The meals and incidentals allowance above shall be claimed in 24-hour periods or wherever there is a requirement to stay away overnight when the stay away is less than 24 hours.
- (c) Where a member is absent overnight in excess of a 24 hour period but less than another overnight stay, the member is not entitled to claim any further meal expenses under 21.7.(a) above or 10.8.1 unless the excess hours are overtime, or the excess hours are when the member is more than 60 kilometres from the office between the fourth and sixth hours of duty. In these circumstances the members is entitled to claim meal expense allowance in accordance with clause 10.5 of the Police Award.

- (d) Meal claims in accordance with 10.5 are not payable when in receipt of the Allowance under this clause
- (e) Where a member;
 - (i) is required to stay away overnight and was not advised of the requirement prior to commencement of their rostered duty on that day, or,
 - (ii) is recalled to duty, without notice and is required to stay away overnight;

the member is entitled to overnight expense allowances at Clause 10.8 for the first night away in lieu of the allowance at clause 21.7.(a) above. If the member is advised of the requirement to stay away overnight on any subsequent night/s the rate reverts to the allowance in clause 21.7.(a) above.
- (f) Overnight expense allowance under clause 10.8 will not be paid when members are on Standby or Availability and are recalled for the purpose of intrastate travel and are required to stay away overnight, provided that they were informed of the likelihood of this requirement when placed on Standby or Availability at clause 13.3.
- (g) Where these provisions apply and overnight accommodation is required, accommodation will be arranged and expenses met by the Controlling Authority or accommodation expenses will be reimbursed by the Controlling Authority.

22. DOG HANDLERS

22.1 Definitions and Authority over other Clauses

22.1.1 For the purposes of this clause the following definition shall apply:

'Handler' means a member of Tasmania Police who is appointed to the Dog Handler Unit on a full- time basis, as well as a member performing these duties in a relief capacity as approved by the OIC DHU.

'OIC DHU' means the Sergeant of the Dog Handler Unit.

22.1.2 Where inconsistent, this clause prevails over:-

- (a) Availability and Standby, Clause 13.3; and
- (b) Overtime during non-work periods to care for the dog, Clause 14.

22.2 Dog Handlers Allowance

22.2.1 Handlers shall be paid an allowance of \$14,093 pa.

22.2.2 The allowance is payable in recognition of:-

- (a) Requirement to train, feed, clean and care for their dog(s) and kennel area on any non-work day.
- (b) Requirement to care for their dog(s) outside normal rostered hours.
- (c) Disturbance of leisure.
- (d) Speciality skill and training required for dog(s) handlers.

22.2.3 The allowance will be adjusted in line with Award/Agreement Wage increases to the base salary for police Constables that occur from time to time.

22.3 Leave

22.3.1 Leave dates will be programmed in advance for the following financial year before the preceding April. The OIC DHU will consult with Handlers and resolve any conflicts.

22.3.2 Dog care arrangements during leave will be approved by the OIC DHU. Responsibility for the care of a second dog will be taken into consideration when allocation of duties is made during this period.

22.4 General

22.4.1 All approved costs associated with the care and accommodation of the dogs will be met by the Department.

22.4.2 Handlers start work and finish work from home when in care of the dog.

22.4.3 Appropriate protective clothing will be provided and is to be worn in accordance with Departmental guidelines.

22.4.4 Where approved by the OIC DHU, the annual licence fee for a Shot-firer's Certificate will be at the expense of the Department.

22.4.5 A kennel and cage facility will be provided by the Department at the residence of each Handler. The Handler's residence must also be assessed as being suitable to accommodate the dogs prior to selection to the role. Where a member moves

residence, the new residence must be approved as suitable by the OIC DHU for the Handler to continue in the Handler role.

22.4.6 An appropriately equipped vehicle will be supplied to each Dog Handler with the capacity to transport two (2) dogs and enable safe storage of their accoutrements.

22.5 Review and Tenure

22.5.1 Regular reviews will be undertaken by suitably qualified persons to assess the performance and suitability of the dog and the Handler. The OIC DHU will report annually to the Divisional Inspector on the results of these performance assessments.

22.5.2 Handlers are subject to the relevant tenure guidelines. In addition to the risks and other factors detailed in those guidelines, the working life of the Handler's allocated dog should be considered.

23. ISOLATED TASK FORCE OPERATIONS

23.1 Definitions and Authority over other clauses

(a) For the purposes of this clause, the following definitions apply unless contrary intention appears:

'Member' means a person permanently or temporarily appointed to the rank of Constable or Sergeant or Inspector under the *Police Service Act 2003*; and:

(i) is deployed on an isolated task force operation declared in accordance with subclause 23.3 and

(ii) consents to the conditions prescribed within this clause.

(b) The following clauses within this award shall cease to have effect for members working on an isolated task force operation:

Clause No	Subject
18.8.3	Shift Sequences
18.8.4	Rostered Days Off
13.3	Availability
13.2	Rostered Meal Breaks
14.3	Call Back
14.1.3(b)	Overtime
18.10	Hours of Duty for Inspectors

23.2 Date of Operation

The conditions established within this clause shall be effective from the date identified in accordance with subclause 23.3 and until such time as the objectives of the isolated task force operation are completed.

23.3 Declaring a Protest Operation

- (a) The Controlling Authority may declare in writing to the Police Association of Tasmania that an operation is to be an isolated task force protest operation for the purpose of this clause.
- (b) The Controlling Authority shall not declare an operation to be an isolated task force protest operation unless the nature of the operation necessitates the Controlling Authority to accommodate its members on-site.
- (c) In declaring an operation as an isolated task force protest operation, the Controlling Authority is to provide a commencement date for the operation.

23.4 Work Periods and Rostered Days Off

- (a) Members will remain camped in the vicinity of the protest for five consecutive days or for the period of the operation whichever is the lesser, to be followed by at least two rostered days off, unless otherwise agreed by the member.
- (b) Rostered days off owing prior to the deployment of the member onto the isolated task force operation will continue to be applicable and will be taken following the member returning on the normal roster.

23.5 Accommodation

- (a) Suitable accommodation will be provided by the Controlling Authority to members, however, members may need to provide bedding.
- (b) Accommodation referred to in paragraph 23.5.(a) will not include sleeping in tents.

23.6 Meals

- (a) Meals for all members will be provided by the Controlling Authority, including packed meals for those unable to return to camp during their shift.
- (b) Meal breaks will be provided for in accordance with operational requirements.

23.7 Camping Allowance

Members will be paid the Camping Allowance in accordance with paragraph 10.1.1 - Expense Allowances, where a cook is provided.

23.8 Overtime Allowance

The equivalent of five hours overtime shall be paid to each member per day in accordance with Clause 15 - Overtime, regardless of hours actually worked.

23.9 Recall to Duty

Members recalled to duty between the hours of 11.00pm and 6.00am shall be entitled to four hours time off, to be taken at a time mutually convenient with the member and the Controlling Authority.

24. SALARY SACRIFICE

- (a) Members covered by this award may elect to sacrifice a proportion of their salary to a complying superannuation scheme of their choice, as defined in the *Public Sector Superannuation Reform Act 1999*, subject to compliance with any Tasmanian or Commonwealth Government directive and legislation.
- (b) Members will be able to salary sacrifice the compulsory contribution for employees covered by the Retirement Benefits Fund (RBF) defined benefits superannuation scheme. This will mean that the rate of employee contribution will be adjusted to reflect differing tax arrangements.
- (c) Members may elect to salary sacrifice a proportion of their salary for the following items:
 - Novated Motor vehicle lease
 - Remote area provision of residential fuel (e.g. gas, electricity)
 - Remote area holiday travel assistance
 - Airport lounge membership
 - Eligible work related item - tools of trade
 - Home office expenses
 - Interest only investment loan
 - Portable electronic devices - mobile phones and accounts
 - Self-education expenses
 - Residential rent where premises are leased from the Department.
- (d) Any Fringe Benefit Tax or direct administrative costs incurred as a result of a salary sacrifice arrangement will be met by the member.
- (e) In the event of a change in service providers, items listed at subsection (c) will be subject to review.

25. PUBLIC HOLIDAYS

- (a) A Constable or Sergeant, other than a Constable or Sergeant in receipt of the shift and penalty allowance at Clause 19 - Shift and Penalty Allowance, shall be entitled to the following holidays:
 - (i) Christmas Day;
 - (ii) Boxing Day;
 - (iii) New Year's Day;
 - (iv) Australia Day;
 - (v) Eight Hours Day;
 - (vi) Good Friday;
 - (vii) Easter Monday;
 - (viii) Anzac Day;
 - (ix) Queen's Birthday;
 - (x) Hobart Show Day or another day in districts where Hobart Show Day is not a public holiday;
 - (xi) The first Monday in November or another day in districts where this day is not a public holiday (Hobart Regatta Day); and
 - (xii) Any other day proclaimed or gazetted as a public holiday relating to public sector employees for a particular locality or localities in Tasmania.
- (b) Where a Constable or Sergeant is absent from service on the working day before and/or after a holiday on leave without pay, the Constable or Sergeant shall not be entitled to payment for the holiday.
- (c) Where a Constable or Sergeant, other than a shift worker, is required to attend work during such a public holiday he or she shall be paid at the rate of time and one half additional.

26. CONSULTATION AND DISPUTE SETTLEMENT PROCEDURES

- (a) The parties agree that consultation shall occur between them on industrial matters pertaining to the relations of the Controlling Authority and members.
- (b) A member representing the Police Association of Tasmania in an honorary capacity who is required to attend meetings for the purpose of consultation with the Controlling Authority shall be afforded reasonable time off with

pay from the member's duties to prepare for, attend and follow-up meetings. Such time shall be regarded as service for all purposes of this award.

- (c) Where a dispute is likely to arise or arises between the parties the procedure at subclauses 26.(d) to 26.(j) shall apply.
- (d) The following procedure shall apply in order to facilitate the avoidance and resolution of disputes and grievances:
 - (i) which is about the interpretation, applications or operations of this award; and/or
 - (ii) which is between the parties bound by this award.
- (e) Parties to this award may invoke the procedure.
- (f) The party invoking the procedure shall advise the other party to the award of:
 - (i) the existence of the dispute or grievance; and
 - (ii) the basis of the dispute or grievance; and
 - (iii) the solution sought in respect of the dispute or grievance.
- (g) The parties shall then meet to discuss the dispute or grievance and endeavour to resolve the issue at the appropriate level.
- (h) If the parties fail to resolve the dispute or grievance, the party who invoked the procedure shall give to the other party a written statement setting out:
 - (i) the nature of the dispute or grievance; and
 - (ii) the relevant facts in relation to the dispute or grievance; and
 - (iii) the solution sought in respect of the dispute or grievance.
- (i) If either party is not otherwise satisfied that the dispute or grievance has been resolved, then the dispute or grievance may be referred to the Tasmanian Industrial Commission (TIC) as Arbitrator. In either case, the decision of the Arbitrator shall be final.
- (j) The member(s) shall not discontinue or impede normal work, either totally or partially, because of any matter that is the subject of the observance of this procedure. The Controlling Authority shall ensure that the circumstances which prevailed prior to any dispute (causing the matter to become the subject of this procedure) shall be maintained until the dispute has been resolved.

27. NO EXTRA CLAIMS

For the period until 1 December 2025, the parties agree to abide by this no extra claims provision which excludes both parties making additional claims regarding salary or conditions of employment, with the exception of claims for expense related allowances. This does not prevent negotiations commencing for the establishment of a new agreement from 1 July 2025.



DJ Barclay
President

18 February 2025