



V I C T O R I A   P O L I C E

**Victoria Police (Police Officers, Protective  
Services Officers, Police Reservists and Police  
Recruits) Enterprise Agreement  
2025**

Victoria Police and the Police Federation of Australia (PFA) are committed to a healthy and productive workplace. This commitment includes:

- (a) Creating a diverse workforce and an environment that recognises values and utilises the contributions of people representing that diversity. Diversity in this context includes gender, gender identity, age, language, ethnicity, cultural background, sexual orientation, religious belief, carer responsibilities and disabilities;
- (b) Providing a safe, flexible and respectful workplace which is free of unlawful discrimination, sexual harassment, racial and religious vilification and victimisation;
- (c) Providing and maintaining, so far as is reasonably practicable, a working environment that is safe and without risks to health;
- (d) Reducing the frequency and impact of both physical and mental workplace injuries;
- (e) Providing a workplace that is free of bullying, through the development and implementation of policies established for the prevention and elimination of bullying; and
- (f) Recognising the right of employees to freedom of association, the right to be represented and the right to be protected against unfair treatment and discrimination.

Accordingly, in fulfilling their obligations under the Agreement, Victoria Police and the PFA will make every endeavour to ensure the Agreement provisions and their operation protects and promotes these commitments.

Nothing in this clause is taken to affect:

- (a) any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth or State anti-discrimination legislation;
- (b) an employee, the Employer or the PFA pursuing matters of discrimination in any State or Federal jurisdiction;
- (c) the exemptions in section 351(2) of the FW Act; or
- (d) any other exemptions granted by the State and Federal Tribunals.

The employer is committed to providing flexible work options to assist employees in achieving an appropriate balance between organisational requirements and personal lives.

Workplace flexibilities that are available in this Agreement include but are not limited to:

- (a) part time arrangements (**clause 34**);
- (b) flexible working arrangements (**clause 14**);
- (c) use of individual flexibility arrangements (**clause 13**);
- (d) placement and movement of employees (**Part 4**);
- (e) requesting part time work on return from parental leave (**clause 161**); and
- (f) TOIL (**clause 55**).

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## **PART 1      OPERATION OF THIS AGREEMENT**

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### **1.            Name of Agreement**

- 1.1            This Agreement shall be known as the Victoria Police (Police Officers, Protective Services Officers, Police Reservists and Police Recruits) Enterprise Agreement 2025 (**Agreement**).
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### **2.            Coverage/Application**

- 2.1            This Agreement is binding on:
- (a)    The Chief Commissioner of Victoria Police (Chief Commissioner) who is, for the purpose of the *Fair Work Act 2009* (**FW Act**), the employer of the classes of employees referred to in sub-paragraph (b);
  - (b)    The following persons:
    - (i)    Police Officers appointed under Part 3, Division 5 of the *Victoria Police Act 2013* (**VP Act**);
    - (ii)    Police Recruits appointed under Part 3, Division 6 of the VP Act;
    - (iii)    Protective Services Officers appointed under Part 3, Division 7 of the VP Act;
    - (iv)    Police Reservists; and
  - (c)    The Police Federation of Australia (**PFA**).
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### **3.            Application Clause**

- 3.1            This Agreement is intended to have effect as an Enterprise Agreement under the FW Act only to the extent that the matters dealt within it are covered by the reference to the Parliament of the Commonwealth under the *Fair Work (Commonwealth Powers) Act 2009* (**FWCP Act**) as amended or replaced from time to time.
- 3.2            Where a provision of this Agreement deals with a matter that is not covered by the reference under the FWCP Act:
- (a)    that provision will be deemed not to have formed part of this Agreement as intended to be approved under the FW Act; but
  - (b)    that provision will in every other respect, to the extent permitted by law, stand as a legally binding agreement between the parties hereto; and
  - (c)    apart from that provision, this Agreement will have full force and effect under, and to the extent permitted by, the FW Act.
- 3.3            This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

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#### 4. No Extra Claims

- 4.1 This Agreement represents full settlement of the PFA's claims on behalf of employees and the employer's claims, for the life of the Agreement.

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#### 5. Commencement Date and Period of Operation

- 5.1 This Agreement operates seven days from the date of approval by the Fair Work Commission.
- 5.2 The salaries and salary related allowances will apply in accordance with the dates in **Schedules A, B, D, E, F, G & H**.
- 5.3 Expense related allowances will apply in accordance with the dates in **Schedule C**.
- 5.4 This Agreement's nominal expiry date will be 31 May 2028.

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#### 6. Renegotiation of Agreement

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

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#### 7. Definitions

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

Term	Meaning
<i>2015 Enterprise Agreement</i>	Means the <i>Victoria Police (Police Officers (excluding Commanders), Protective Services Officers, Police Reservists and Police Recruits) Enterprise Agreement 2015</i> .
Australian Defence Force Reserve	Includes: <ul style="list-style-type: none"><li>• Australian Army Reserve</li><li>• Australian Air Force Reserve</li><li>• Australian Naval Reserve</li></ul>
<i>Base Hourly Rate of Pay</i>	Means the <i>base rate of pay</i> divided by 26.0893 ( <i>fortnight</i> ), divided by 76.
<i>Base Rate of Pay</i>	For <i>Officers</i> means the sum of the applicable amounts prescribed in the <b>Schedule E</b> (where eligible) and <b>Schedule A</b> or <b>Schedule H</b> divided by 116.4%. For Constables, Senior Constables, Sergeants, Senior Sergeants and Protective Services Officers means the sum of the applicable amounts prescribed in the <b>Schedule E</b> (where eligible), <b>Schedule F</b> (where eligible) and <b>Schedules A, G or H</b> divided by 113%. For Reservists and <i>Recruits</i> , means the sum of the applicable amounts prescribed in <b>Schedule E</b> (where eligible) and <b>Schedule A</b> .
<i>Country Position</i>	Means a position other than a <i>Metropolitan position</i> .
<i>Defence Service</i>	Means service, including training as part of the Australian Defence Force Reserves.

Term	Meaning																																				
Employee	Means a person appointed, whether before or after approval of this Agreement as: <ul style="list-style-type: none"><li>Police Officers appointed under Part 3, Division 5 of the VP Act;</li><li>Police Recruits appointed under Part 3, Division 6 of the VP Act;</li><li>Protective Services Officers appointed under Part 3, Division 7 of the VP Act; and</li><li>Police Reservists within the meaning of the VP Act.</li></ul>																																				
Employer	Means the Chief Commissioner of Police.																																				
Fortnight	Means a working fortnight, a period of 14 consecutive days from Sunday to Saturday inclusive.																																				
Financial year	Means 1 July to 30 June.																																				
Full time employee	Means an employee whose ordinary hours of work are an average of 80 per <i>fortnight</i> with 0.0463 of each hour of work performed granted as Accrued Time Off, so that the employee’s average hours of work over a 12 <i>month</i> period are 76 hours per <i>fortnight</i> .																																				
Immediate family	Means <i>the employee’s partner or former partner or any of</i> their children (including biological, adopted and step-children), grandchildren, parents, grandparents, siblings or any equivalent step relationships.																																				
Inspector	Other than for the purpose of <b>Schedule A, B, D, E</b> (if eligible) or <b>H</b> , means employees at the rank of Inspector.																																				
Initial training period	Means time spent undergoing training as a <i>Recruit</i> at the Police Academy, or other training location determined by the Police Academy, prior to commencing operational duties.																																				
Metropolitan position	Means a position within one of the following Local Government Areas: <table><tr><td>Banyule</td><td>Hume</td><td>Nillumbik</td></tr><tr><td>Bayside</td><td>Kingston</td><td>Port Phillip</td></tr><tr><td>Boroondara</td><td>Knox</td><td>Queenscliff</td></tr><tr><td>Brimbank</td><td>Manningham</td><td>Stonnington</td></tr><tr><td>Cardinia</td><td>Maribyrnong</td><td>Surf Coast</td></tr><tr><td>Casey</td><td>Maroondah</td><td>Whitehorse</td></tr><tr><td>Darebin</td><td>Melbourne</td><td>Whittlesea</td></tr><tr><td>Frankston</td><td>Melton</td><td>Wyndham</td></tr><tr><td>Glen Eira</td><td>Merri-bek</td><td>Yarra</td></tr><tr><td>Greater Dandenong</td><td>Monash</td><td>Yarra Ranges</td></tr><tr><td>Greater Geelong</td><td>Moonee Valley</td><td></td></tr><tr><td>Hobsons Bay</td><td>Mornington Peninsula</td><td></td></tr></table>	Banyule	Hume	Nillumbik	Bayside	Kingston	Port Phillip	Boroondara	Knox	Queenscliff	Brimbank	Manningham	Stonnington	Cardinia	Maribyrnong	Surf Coast	Casey	Maroondah	Whitehorse	Darebin	Melbourne	Whittlesea	Frankston	Melton	Wyndham	Glen Eira	Merri-bek	Yarra	Greater Dandenong	Monash	Yarra Ranges	Greater Geelong	Moonee Valley		Hobsons Bay	Mornington Peninsula	
Banyule	Hume	Nillumbik																																			
Bayside	Kingston	Port Phillip																																			
Boroondara	Knox	Queenscliff																																			
Brimbank	Manningham	Stonnington																																			
Cardinia	Maribyrnong	Surf Coast																																			
Casey	Maroondah	Whitehorse																																			
Darebin	Melbourne	Whittlesea																																			
Frankston	Melton	Wyndham																																			
Glen Eira	Merri-bek	Yarra																																			
Greater Dandenong	Monash	Yarra Ranges																																			
Greater Geelong	Moonee Valley																																				
Hobsons Bay	Mornington Peninsula																																				

Term	Meaning
<i>Month</i>	Means a calendar <i>month</i> .
<i>Night Work</i>	Means a period of any hours of work of five hours or more between 2201 hours of one day and 0700 hours of the following day.
<i>Officer</i>	Means a member of Victoria Police of the rank of <i>Inspector</i> or above.
<i>Ordinary Hourly Rate of Pay</i>	Means the applicable hourly rate of pay that is calculated by dividing the <i>ordinary rate of pay</i> (including the commuted penalty allowance) by 26.0893 and then by 76.
<i>Ordinary Rate of Pay</i>	For <i>Officers</i> means the sum of the applicable amounts prescribed in the <b>Schedule E</b> (where eligible) and <b>Schedule A</b> or <b>Schedule H</b> and For Constable, Senior Constables, Sergeants, Senior Sergeants and Protective Services Officers means the sum of the applicable amounts prescribed in the <b>Schedule E</b> (where eligible), <b>Schedule F</b> (where eligible) and <b>Schedules A, G</b> or <b>H</b> and For <i>Recruits</i> , means the sum of the applicable amounts prescribed in <b>Schedule E</b> (where eligible) and <b>Schedule A</b> .
<i>Out of Pocket Expenses</i>	Means expenses incurred by employees in the course of their duty or travel including but not limited to parking and telephone calls.
<i>Overtime/Recall Rate 0.5</i>	For each hour or part thereof of time worked, an employee must be paid at one half of the employee's <i>Base Hourly Rate of Pay</i> .
<i>Overtime/Recall Rate 1.0</i>	For each hour or part thereof of time worked, an employee must be paid at the employee's <i>Base Hourly Rate of Pay</i> .
<i>Overtime/Recall Rate 1.5</i>	For each hour or part thereof of time worked, an employee must be paid at one and a half times the employee's <i>Base Hourly Rate of Pay</i> .
<i>Overtime/Recall Rate 2.0</i>	For each hour or part thereof of time worked, an employee must be paid at twice the employee's <i>Base Hourly Rate of Pay</i> .
<i>Overtime/Recall Rate 2.5</i>	For each hour or part thereof of time worked, an employee must be paid at two and a half times the employee's <i>Base Hourly Rate of Pay</i> .
<i>Part Time Employee</i>	Means an employee who, pursuant to an agreement, works less than 76 ordinary hours per <i>fortnight</i> .
<i>Partner</i>	Means a spouse or domestic partner – a person living with the employee as a couple on a genuine domestic basis.
<i>Police Residence</i>	Means living accommodation owned or leased by Victoria Police: (a) which is provided for use by and allocated to an employee and which, in the opinion of the employer, the employee should occupy in order to discharge their duties efficiently; or (b) which is part of or in the vicinity of a police station and, for the greater security and continuous operation of that police station, is required by the employer to be occupied by an employee for the performance of their duties in relation to that police station.

Term	Meaning
<i>Public Holidays</i>	Means: New Year's Day; Australia Day; Labour Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; King's Birthday; Friday before the Grand Final; Melbourne Cup Day; Christmas Day; Boxing Day; and any other day or part day declared or prescribed by or under a law of Victoria to be observed generally within Victoria as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the regulations from counting as a public holiday.
<i>Recruit</i>	Means an employee who is undergoing the <i>initial training period</i> prior to appointment as a member of Victoria Police.
<i>Registered Health Practitioner</i>	Means a person registered or licensed as a health practitioner under the <i>Health Practitioner Regulation National Law Act (Vic) 2009</i> .
<i>Registered Medical Practitioner</i>	Means a registered Doctor of Medicine.
<i>Response Zone</i>	Means the area that a Police Station is responsible for.
<i>Sub-Officer</i>	Means a member of Victoria Police at the rank of Senior Sergeant or Sergeant.
<i>Substantially Dependent Child</i>	Means a child under the age of 16 years or a full-time student or apprentice under the age of 25 years.
<i>Substantially Dependent Partner</i>	Means a <i>partner</i> whose total income for that financial year is less than the yearly National Minimum Wage. This should be calculated by using the National Minimum Wage weekly rate multiplied by 52 weeks. The rate used is determined by the National Minimum Wage Order as published year to year.
<i>Superintendent</i>	Other than for the purpose of <b>Schedule A, Schedule B, Schedule D or Schedule E</b> (if eligible) means an employee at the rank of Superintendent.
<i>Training Period</i>	Means <i>initial training period</i> and a further training period and any work placements up to 31 weeks or such other period as agreed between the PFA and Victoria Police.
<i>Victoria Police</i>	Means the organisation as defined at section 6 of the VP Act, in so far as it employs: Police Officers appointed under Part 3, Division 5 of the VP Act; Police Recruits appointed under Part 3, Division 6 of the VP Act; Protective Services Officers appointed under Part 3, Division 7 of the VP Act; Police Reservists.
<i>Weekend</i>	Means a period between midnight Friday and midnight Sunday.
<i>Work</i>	Work includes time to collect and return operational safety equipment and for employees required to work a shift in uniform, time to change into and out of uniform.
<i>Year</i>	Means a calendar year.

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## 8. Organisational Change

Nothing in this clause limits the employer's obligations to consult with Health and Safety Representatives (HSRs) under the *Occupational Health and Safety Act 2004* (Vic) and in accordance with **clause 184**.

### 8.1 Definitions

Under this clause:

- (a) *Major change* means a change to the employer's organisation, physical workplace, workplace arrangements, training/qualification requirements, structure or technology that is likely to have a significant effect on employees.
- (b) Significant effect includes:
  - (i) the termination of the employment of employees; or
  - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) the alteration of hours of work; or
  - (v) the need to retrain employees; or
  - (vi) the need to relocate employees to another workplace; or
  - (vii) the restructuring of jobs.

### 8.2 Consultation regarding major change

- (a) Where the employer has developed a proposal for major workplace change likely to have a significant effect on employees, the employer will:
  - (i) advise the affected employees and the PFA as soon as practicable after the proposal has been developed;
  - (ii) advise the affected employees and the PFA of the rationale and any intended benefits of any change;
  - (iii) advise the possible effect on employees of the proposed changes including the effects on workload and other occupational health and safety impacts;
  - (iv) where health and safety impacts are identified by the employer or the employees, conduct a risk assessment in conjunction with the HSR;
  - (v) provide an opportunity for the PFA or other representative nominated by the affected employees to submit alternative proposals that will meet the indicated rationale and any benefits prior to the implementation of the change. Any such proposals must be submitted in a timely manner. Indicative reasonable timeframes are set out at **sub-clause 8.3**; and
  - (vi) provide other written material relevant to the reasons for the proposed change.

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

### 8.3 Consultation Steps and Indicative Reasonable Timeframes

- (a) The parties intend that consultation will take place in an effective and timely manner.
- (b) Consultation includes the steps set out below.
- (c) Timeframes for each step must allow a party to consultation (including a representative) to genuinely participate in an informed way having regard for all the circumstances including the complexity of the change proposed, and the need for employees and their representative to meet with each other and consider and discuss the employer's proposal.
- (d) Where a party requires additional time, they will notify the other party in writing within the indicative timeframe and the parties may agree to an alternative timeframe.
- (e) The following table makes clear the relevant steps and indicative timeframes for the consultation process.

Step	Action	Timeframe
1.	Employer advises employees and the PFA as required by <b>sub-clause 8.2</b>	
2.	Written response from employees and / or the PFA	14-21 days from step 1
3.	Consultation meeting convened (if required) To avoid doubt, step 3 does not limit the number of meetings for consultation.	7-14 days of step 2
4.	Further employer response (where relevant)	14 days after the conclusion of step 3
5.	Alternative proposal from employees or the PFA (if applicable)	14 days of step 4
6.	<b>Outcome of consultation</b> The employer will give prompt and genuine consideration to matters arising from consultation, including any alternative proposal submitted under steps 2 or 5 and the views of the majority of affected employees. The employer will advise the affected employees, the PFA and other nominated representatives (if any) in writing of the outcome of consultation including: <ul style="list-style-type: none"> <li>(a) whether the employer intends to proceed with the change proposal;</li> <li>(b) any amendment to the change proposal arising from consultation;</li> <li>(c) a summary of how matters that have been raised by employees, the PFA and their representatives, including any alternative proposal/s and the views of affected employees, have been taken into account; and</li> </ul>	14 days of step 5



Step	Action	Timeframe
	(d) details of any measures to mitigate or avert the effect of the changes on affected employees.	

#### 8.4 Consultation about changes to regular rosters or hours of work

- (a) Where the employer proposes to change an employee's regular roster or ordinary hours of work which impacts on the understanding of and reliance of regular and systematic hours of their work, the employer must consult with the employee or employees affected and the PFA about the proposed change.
- (b) The employer must:
  - (i) consider health and safety impacts including fatigue;
  - (ii) provide the employee or employees affected and the PFA information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (iii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities);
  - (iv) give genuine consideration to any views about the impact of the proposed change that is given by the employee or employees concerns and/or the PFA; and
  - (v) give genuine consideration to the impact of the proposed change on employees in the workplace.
- (c) For the purposes of **sub-clause 8.4(a)**, a change to the regular or ordinary hours of work for employees does not include:
  - (i) changes which are not intended to alter the ordinary ongoing fortnightly roster;
  - (ii) changes involving an individual employee on the roster.
- (d) These provisions are to be read in conjunction with other provisions in this Agreement concerning hours of work and rostering.

#### 8.5 Consultation commitments

Where the employer proposes change in accordance with **clause 8**, the employer and the PFA commit to effective consultation, in regard to the change, to enable:

- (a) resolution of issues affecting the employer and its employees;
- (b) encourage a problem-solving approach focusing on long term gains for both the employer and employees;
- (c) maintenance of Victoria Police which meets the expectation of Government and the community; and
- (d) recognition of the role of the PFA in the implementation of change within Victoria Police.

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## **9. Consultative Forums**

- 9.1 The employer and PFA commit to effective consultation to enable timely resolution of issues affecting Victoria Police and its employees.
- 9.2 The employer and PFA agree to maintaining consultative forums for each of the following Commands, Regions and Departments:
- (a) Crime;
  - (b) Road Policing;
  - (c) North West Metro;
  - (d) Southern Metro;
  - (e) Eastern;
  - (f) Western;
  - (g) Operational Infrastructure;
  - (h) Transit and Public Safety;
  - (i) People Development;
  - (j) Professional Standards;
  - (k) Forensics Services;
  - (l) State Emergency and Support;
  - (m) Human Resources;
- and any other Command, Region or Department as agreed between the parties from time to time.
- 9.3 In addition to the above the parties are committed to regular consultation through consultative processes established at Executive Command level and at the Business Partnering and Workplace Relations Division.
- 9.4 Within each consultative forum the parties shall agree to the timing of meetings, recording of proceedings and any other matter that will facilitate the effective operation of the forums.
- 9.5 Each forum will afford an opportunity for consultation on all matters affecting employees within the command or affected by the function of the command including but not limited to physical changes to the workplace, employee parking and/or variation to positions descriptions.
- 9.6 Notwithstanding this clause, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees or the PFA.

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## **10. Dispute Resolution**

- 10.1 For the purpose of this clause, party includes the PFA.
- 10.2 With the exception of a matter contained in **clause 11** or where a statutory right of review exists under the VP Act, if a dispute arises about any matter arising under this Agreement or the National Employment Standards (including s 65 of the FW Act) the parties to the dispute will attempt to resolve the dispute at the workplace level if appropriate.
- 10.3 A party may choose to be represented at any stage by a representative, including a union

representative or employer's organisation.

- 10.4 If the matter is not settled or if it is inappropriate for the dispute to be discussed at the workplace level, the employee(s) or their representative can request that the dispute be discussed with another employer-appointed representative for the purposes of this procedure.
- 10.5 If the dispute is not settled, the Employee(s) or their representative may apply to the Fair Work Commission to have the dispute dealt with by conciliation.
- 10.6 If the matter cannot be resolved by conciliation under **sub-clause 10.5**, either party may request that the Fair Work Commission deal with dispute by arbitration. However, nothing in this clause prevents the parties from applying to the Fair Work Commission for, and the Fair Work Commission granting, interim relief, before the steps set out in this clause are exhausted.
- 10.7 The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- 10.8 While a dispute is being resolved, work must continue according to usual practice, provided that this does not apply to an employee who has a reasonable concern about an imminent risk to the employee's health or safety and has advised the employer of this concern. The employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees.
- 10.9 Any determination/decision including any interim determination/decision of the Fair Work Commission is binding upon the parties to the dispute and the parties agree to be bound by that determination/decision.
- 10.10 Any determination/decision including any interim determination/decision will be implemented.
- 10.11 An appeal lies to a Full Bench of the Fair Work Commission, with the permission of the Full Bench, against a determination/decision of a single member of the Fair Work Commission made pursuant to this clause. A dispute is not resolved until any appeal has been determined.

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## **11. Disputes to be Heard by the Police Registration and Services Board (PRSB)**

- 11.1 In addition to any rights of appeal addressed under the VP Act, disputes in relation to the following matters will be referred to the PRSB by the Chief Commissioner of Police to inquire into and report on:
  - (a) suitability for transfer pursuant to EOI other than for disciplinary reasons, in accordance with **clause 17**;
  - (b) a decision to transfer an employee to a position in accordance with **clause 18**;
  - (c) a direction to perform temporary duties in accordance with **clause 24**;
  - (d) directed placement of a surplus employee in accordance with **clause 23**; and
  - (e) a decision to deny progression on the basis of performance in accordance with **clause 74**.
- 11.2 While the dispute is being resolved, work must continue according to usual practice. However, the employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or

welfare of employees.

- 11.3 For the avoidance of doubt the employer will not take action to fill a vacant position where an employee is disputing a decision to not transfer the employee to the position because they are unsuitable; however, in other circumstances the usual practice of work will not prevent the permanent filling of the position by another employee.
- 11.4 Any recommendation of the PRSB will be binding on the employee and the employer.
- 11.5 Where an employee appeals against a finding of unsuitability and is unsuccessful the employee's name will remain inactive at the top of the EOI list until the employee is assessed as suitable. The employee must apply to the Divisional Commander to reactivate their EOI.

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## **PART 2 PRODUCTIVITY MEASURES**

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### **12. Productivity Measures**

- 12.1 The employer and the PFA recognise that it is an organisational objective to increase the efficiency of police services provided to the community. To support this objective, the employer and the PFA acknowledge the importance of an Agreement that provides an appropriate remuneration package for employees and facilitates effective and efficient service delivery.
- 12.2 This Agreement is underpinned by the employer's objective of building operational capacity by supporting a healthy, fit, engaged and skilled workforce, operating in the right place at the right time.
- 12.3 In recognition of the fact that Victoria Police operates 24 hours per day, seven days per week including public holidays and may roster accordingly, all employees will be granted leave in accordance with **Part 15**.
- 12.4 Employees are expected to demonstrate a commitment to workplace diversity and maintain core policing skills. All employees will successfully complete and maintain an OSTT qualification unless certified medically unfit to do so.
- 12.5 Where an employee who is certified medically unfit in accordance with **sub-clause 12.4** ceases to be so certified, that employee must successfully complete OSTT at the earliest opportunity.
- 12.6 OSTT may include an operational readiness assessment to determine the employee's operational readiness capacity. Remedial training to meet operational readiness standards may involve operational deployment, but unless agreed to by the employee, such deployment shall not exceed two shifts per OSTT qualifying cycle.
- 12.7 Employees, other than those who own or occupy a position at the Special Operations Group or Critical Incident Response Team, engaged after 1 July 2010 may be required to undertake a fitness test to meet the defined standards of fitness.

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## **PART 3 FLEXIBILITY ARRANGEMENTS**

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### **13. Individual Flexibility Arrangements**

- 13.1 An employee and the employer covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the Agreement to:

- (a) vary the effect of **clause 27** by allowing the employee to cash out part or all of the Accrued Time Off entitlement provided for in that clause;
- if the arrangement meets the genuine needs of the employer and employee in relation to the matters contained in this clause and the arrangement is genuinely agreed to by the employer and employee.

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

- (a) are about permitted matters under section 172 of FW Act; and
- (b) are not unlawful terms under section 194 of the FW Act; and
- (c) result in the employee being better off overall than the employee would have been if no arrangement was made.

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

- (a) is in writing; and
- (b) includes the name of the employer and the employee; and
- (c) is signed by the employer and employee and if the employee is under 18, by a parent or guardian of the employee; and
- (d) includes details of:
  - (i) the terms of the Agreement that will be varied by the arrangement;
  - (ii) how the arrangement will vary the effect of the terms;
  - (iii) states the day on which the arrangement commences; and
  - (iv) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement.

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

13.5 The employer or the employee may terminate the individual flexibility arrangement by:

- (a) giving no more than 28 days written notice to the other party of the arrangement; or
- (b) if the employer and employee agree in writing – at any time.

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#### **14. Right to Request Flexible Working Arrangements**

14.1 All positions in Victoria Police may be worked flexibly.

14.2 An employee who:

- (a) is pregnant; or
- (b) is the parent of, or has responsibility for, the care of a child who is of school age or younger; or
- (c) is a carer within the meaning of the *Carer Recognition Act 2010*; or
- (d) has a disability; or
- (e) is 55 years of age or older; or
- (f) is personally experiencing family or domestic violence; or

- (g) is providing personal care, support and assistance to a member of their immediate family or member of their household because they are experiencing family or domestic violence; may request a change in working arrangements (including a change to work location) relating to those circumstances.
- 14.3 To avoid doubt, and without limiting **sub-clause 14.2**, an employee who:
- (a) is a parent, or has responsibility for the care, of a child; and
  - (b) is returning to work after taking leave in relation to the birth or adoption of the child;
- may request to work part-time to assist the employee to care for the child.
- 14.4 The employee is not entitled to make such a request, unless the employee has completed at least 12 months of continuous service with the employer, immediately before making the request.
- 14.5 Such a request must be made by the employee in writing and must set out the details of the change sought and the reasons for the change.
- 14.6 The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.
- 14.7 Before responding to a request, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:
- (a) the needs of the employee arising from the circumstances;
  - (b) the consequences for the employee if changes in working arrangements are not made;
  - (c) any alternative flexibility arrangements that may meet the circumstances of the employee that require flexibility; and
  - (d) any reasonable grounds for refusing the request.
- 14.8 If the employer and the employee reached an agreement under **sub-clause 14.7** on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.
- 14.9 The employer may refuse a request only on reasonable business grounds.
- 14.10 Where the employer refuses a request, the written response in accordance with **sub-clause 14.6** must:
- (a) include details of the reasons for the refusal; and
  - (b) set out the employer's particular business grounds for refusing the request; and
  - (c) explain how the grounds apply to the request; and
  - (d) either:
    - (i) set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the circumstances mentioned in **sub-clause 14.2** and that the employer would be willing to make; or
    - (ii) state that there are no such changes.
- 14.11 Without limiting what are reasonable business grounds for the purposes of **sub-clause 14.9**, reasonable business grounds include the following:

- (a) that the new working arrangements requested by the employee would be too costly for the employer;
- (b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
- (c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
- (d) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
- (e) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.

14.12 If the operational requirements or the employee's circumstances change, the flexible working arrangements may be reviewed.

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## **PART 4 PLACEMENT AND MOVEMENT OF EMPLOYEES**

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### **15. Positions**

- 15.1 All employees must own a position and all movement either permanent or temporary will be managed within the approved sworn profile.
- 15.2 All employees must occupy a position unless unattached, on secondment to external agencies, on a temporary pension, or on extended leave without pay.
- 15.3 Employees may own or occupy more than one position of the same rank provided the sum of the positions is no more than 1.0 full time equivalent.
- 15.4 Employees who are assigned to a position on a temporary basis will only occupy that position and will continue to own their substantive position during that period.
- 15.5 Positions other than those referred to in **sub-clauses 17.2 and 17.7**, will be advertised and filled on merit provided that there are no suitably qualified surplus employees available for redeployment. The advertisement will specify the duties of the position and the work location where the duties will initially be performed and whether the employee will be required to occupy a police residence as a condition of employment.
- 15.6 An employee may be unattached from a position for any of the following reasons:
  - (a) Being granted a temporary pension;
  - (b) Reaching the maximum time in position requirements;
  - (c) Being on leave without pay for a period of greater than 12 months; or
  - (d) An approved voluntary secondment for a period of greater than 12 months.
- 15.7 Employees who are unattached from their position will be declared surplus and placed in accordance with **clause 23**.
- 15.8 Where an employee is promoted or transferred to a position and subsequently fails the training program or to obtain the mandatory qualification which is a requirement of the position and they have exhausted any internal review processes, the employee will be managed in accordance with the VP Act, declared surplus and placed in accordance with

**clause 23.**

- 15.9 Where an employee's position is re-categorised from a sworn position to a non-sworn position, the employee will be declared surplus and placed in accordance with **clause 23**. A position is a sworn position if any one or more of the following applies:
- (a) the owner of the position is required to have sworn status under Local, State or Federal statute;
  - (b) the owner of the position is required to exercise the full police powers and authority normally exercised by a sworn police officer;
  - (c) the owner of the position is required to possess expertise, which can be acquired only through actual field experience as a sworn police officer;
  - (d) in the opinion of the Chief Commissioner the position contributes significantly to the professional development of sworn personnel; or
  - (e) in the opinion of the Chief Commissioner it is appropriate to maintain a sworn employee in the position for a specified period.
- 15.10 Where as a result of an organisational change process an employee's duties have been altered by more than 25%, or there has been a significant change to the employee's travel arrangements, the employee may elect not to take part in any matching process and will be declared surplus and placed in accordance with **clause 23**.
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**16. Placement on Graduation and Probationary Period**

- 16.1 Placements of Probationary Constables during their designated training workplace phase (i.e. first 52 weeks) will be made with consideration to their primary residence.
- 16.2 Permanent training workplace allocations of Probationary Constables will be made primarily in accordance with organisational requirements, the Probationary Constable's developmental needs, and the probationary Constable's personal circumstances.
- 16.3 A Probationary Constable can be placed on an EOI list for a country permanent training workplace arranged by the date the Probationary Constable has applied. If two Probationary Constables apply at the same time they will be ordered according to seniority. A Probationary Constable can apply for no more than five country permanent training workplaces.
- 16.4 Probationary Constables must not work one up and may only perform duties under the direct supervision of a confirmed member.
- 16.5 A Probationary Constable who is placed at a country location after the completion of the training period will be required to satisfy a two year minimum time in position requirement. The time in position requirement will apply from the date their transfer was published in the Gazette.
- 16.6 If a Probationary Constable's confirmation date has been extended, the time in position requirement will be extended by the same period.
- 16.7 Confirmed Constables will remain in the division of initial placement unless transferred by direction in accordance with **clause 18**.
- 16.8 Employees placed at country locations will be exempt from transfer by direction in accordance with **clause 18**.



- 16.9 On completion of the training period Probationary Constables that have not been assigned a country placement will be assigned to a position in the People Development Command, and following completion of any further training requirements and taking of leave, Probationary Constables who still have not obtained a country placement, will be placed in General Duties positions in the metropolitan area.
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## **17. Filling of Positions by Expression of Interest - EOI**

### ***General Provisions***

- 17.1 The Expression of Interest process outlined in this clause will promote workplace diversity including gender equity, through recognition of the transferability of flexible working arrangements and the opening up of Expression of Interest to employees who are not full time.
- 17.2 An Expression of Interest (EOI) process will be used to fill vacancies in each of the following positions, provided that there are no suitably qualified surplus employees available for redeployment:
- (a) General Duties positions below the rank of Sergeant in the metropolitan area;
  - (b) General Duties positions below the rank of Sergeant at 24 hour police stations outside the metropolitan area; and
  - (c) Highway Patrol positions below the rank of Sergeant.
- 17.3 Where an employee applies for and is successful in gaining a transfer or promotion to an advertised position, and they have an active internal or external EOI, that EOI will lapse.
- 17.4 Where an employee has an existing flexible working arrangement, that flexible working arrangement will continue unless it will result in significant loss of productivity or efficiency likely to have a significant negative impact on police service delivery.
- 17.5 Where the available hours are less than full time, the available hours will be offered to the person at the top of the list. If that person declines the position, it will be offered to the next person on the list and so on. If at the end of the process, there is no-one left on the relevant list, the position will be advertised.
- 17.6 Employees transferring to a position via EOI will commence at their new location 28 days from the date that the transfer is published in The Gazette. The transfer date may be varied with the approval of the relevant Divisional Commander.
- 17.7 Where the employer and the PFA agree, the EOI process may be expanded to include other ranks and/or positions.
- 17.8 An employee may have only one internal and one external EOI active at any time but may also remove themselves from the list prior to being Gazetted or placed.

### ***General Duties employees below the rank of Sergeant – Internal EOI (Metropolitan)***

- 17.9 All General Duties employees below the rank of Sergeant within the metropolitan divisions may express interest in moving to an alternative location within their division and an EOI list will be ordered by the length of time within their division. Where two or more employees have equal time in the division, they will be ordered by seniority.
- 17.10 If a position covered by **sub-clause 17.9** is vacant, unless more than 65% of other ranks at the work location are Leading Senior Constables and Senior Constables, the Divisional

Commander must either:

- (a) place the employee on top of the internal expression of interest list at that work location; or
  - (b) decline to choose that employee and proceed to release the position as a vacancy for filling via the external expression of interest process.
- 17.11 Where more than 65% of other ranks at the work location are Leading Senior Constable and Senior Constable, the Divisional Commander may fill the vacancy by placing the Constable highest on the list.
- 17.12 The Divisional Commander must notify the employee at the top of the internal EOI list of the decision not to offer placement and the reasons for that decision.
- 17.13 Only an employee at the top of the EOI list will have an internal right of review to the Assistant Commissioner against a decision made in accordance with **sub-clauses 17.10 and 17.11**. If a review is requested, filling action for the vacant position cannot be finalised until the outcome of the review has been determined. The request for a review must be lodged directly with the Assistant Commissioner within five days of the employee being notified of the Divisional Manager's decision.
- 17.14 If the internal EOI list is exhausted, or the Divisional Commander has made a decision in accordance with **sub-clauses 17.10 and 17.11** and there are no Constables on the list the vacancy will be filled in accordance with the external EOI process.
- 17.15 Time in position requirements under **clause 19** do not apply to movement under the internal EOI process.

***General Duties employees below the rank of Sergeant – External EOI (Metropolitan)***

- 17.16 An external EOI process will be used to fill vacant general duties positions where a metropolitan general duties vacancy has not been filled by an internal EOI.
- 17.17 The EOI list will be ordered by the date entered and where the dates are identical, seniority will apply. Vacant positions will be filled by the employee who is at the top of the list.
- 17.18 Where more than 65% of other ranks at the work location are Leading Senior Constables and Senior Constable the vacancy may be filled by placing the Constable highest on the list.
- 17.19 An employee may lodge an external EOI provided the employee has been confirmed and any time in position requirements have been met.
- 17.20 An employee who is aggrieved with a decision made in accordance with **sub-clause 17.17** and **sub-clause 17.18** will have access to the dispute resolution process contained in **clause 11** only after the employee has requested an internal review of the decision.
- 17.21 Employees may only be placed on one external EOI list at any given time.

***General Duties employees below the rank of Sergeant – 24 hour police stations outside of the Metropolitan area (External EOI)***

- 17.22 For the purposes of this clause, 24 hour police stations are stations that provide a 24/7 patrol response.
- 17.23 An external EOI process will be used to fill vacant general duties positions below the rank of Sergeant at 24 hour police stations outside of the metropolitan area.
- 17.24 The EOI list will be ordered by the date entered and where the dates are identical, seniority will apply. Vacant positions will be filled by the employee who is at the top of the list.

- 17.25 Where more than 65% of other ranks at the work location are Leading Senior Constables and Senior Constables the vacancy may be filled by placing the Constable highest on the list.
- 17.26 An employee may lodge an external EOI provided the employee has been confirmed and any time in position requirements have been met.
- 17.27 An employee who is aggrieved with a decision made in accordance with **sub-clauses 17.24** and **17.25** will have access to the dispute resolution process contained in **clause 11** only after the employee has requested an internal review of the decision.
- 17.28 Employees may only be placed on one external EOI list at any given time.
- 17.29 An employee who had an enduring right to transfer pursuant to EOI to a country location under the *2015 Enterprise Agreement* will hold that place on the list.

***Highway Patrol below the rank of Sergeant – EOI (Country and Metropolitan)***

- 17.30 An external EOI process will be used to fill vacant positions in Highway Patrol below the rank of Sergeant.
- 17.31 The EOI list will be ordered by the date entered and where the dates are identical, seniority will apply. Vacant positions will be filled by the employee who is at the top of the list.
- 17.32 An employee may lodge an EOI provided the employee has been confirmed and any time in position requirements have been met.
- 17.33 An employee who is aggrieved with a decision made in accordance with **sub-clause 17.31** will have access to the dispute resolution process contained in **clause 11** only after the employee has requested an internal review of the decision.
- 17.34 Access to movement for EOI for Highway Patrol positions will only be available to members who hold Highway Patrol positions.

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**18. Filling of General Duties Positions where no EOI exists**

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

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**19. Time in Position**

- 19.1 Employees are required to own their position for a period of two years from the effective date of transfer and/or promotion before being eligible to apply for another position.
- 19.2 Time in position requirements must have expired by the date on which applications for advertised positions close or prior to being eligible to lodge an external EOI at the same rank under **clause 17**.
- 19.3 Time in position requirements do not prevent an employee from:
- (a) applying for a position on promotion;
  - (b) applying for an advertised part time position, except where:
    - (i) the employee has transferred under the process in **clause 18**; or
    - (ii) the new position would be the only position owned by the employee; and that position would require the employee to work the same number of hours as the employee's current position.

- (c) applying for a one-member station;
  - (d) transferring to a position in accordance with **clause 18**;
  - (e) being transferred in accordance with a discipline outcome;
  - (f) being transferred by direction, or, being transferred by an at request placement;
  - (g) undertaking limited term assignments or projects;
  - (h) placement as a surplus employee;
  - (i) seeking a position with increased remuneration;
  - (j) transferring to a Constable or Senior Constable position at the Courts and Prosecution Services Division; or
  - (k) seeking a flexible working arrangement pursuant to **clause 14**.
- 19.4 Transfers in accordance with **clause 23** will not be subject to time in position requirements.
- 19.5 An employee transferred by direction will complete the balance of time in their transferred position.
- 19.6 Employees who transfer for other approved reasons will be subject to time in position requirements.
- 19.7 Maximum time in position period can only apply if it is specified in the advertisement. If a position is not advertised, maximum time in position can only apply if the employee transferred into the position is advised of the maximum time in position requirement and acknowledges it in writing prior to transfer.
- 19.8 Maximum time in position may be set:
- (a) in exceptional circumstances where the duties are highly sensitive, involve high risk to security or safety, or are difficult to fill; or
  - (b) where the position requires contemporary operational experience, knowledge or expertise; or
  - (c) where the work is such that extended periods of time in that position could adversely impact on the individual or the organisation.
- 19.9 Maximum time in position requirements will be specified on the relevant position description and can only apply after approval by the head of the Human Resources Command.
- 19.10 Other than as provided for in **sub-clause 19.12** on reaching time in position, the owner will be required to vacate the position and will be unattached and declared surplus in accordance with **clause 23**. Where an employee has not been required to vacate their position six months after reaching their maximum time in position, they will not be required to vacate the position at a later date on the grounds of their having reached maximum time in position.
- 19.11 In order to maintain high quality and professional sworn employees at People Development Command (**PDC**), **sub-clauses 19.12 to 19.15** permit the renewal of maximum time in position at PDC.
- 19.12 Renewal of maximum time in position is subject to the employee meeting the following criteria:
- (a) *Exposure to contemporary teaching practice*: employees must attend either external or internal training programs as required by PDC which expose employees to contemporary

teaching practices;

- (b) *Professional education oversight*: employees at PDC may be required to have up to four days per year of observed teaching sessions with the feedback provided to the employee as soon as practicable post observation;
- (c) *Maintenance of professional standards*: employees at PDC must annually complete professional boundaries training;
- (d) *Professional development*: employees at PDC must maintain their Certificate IV in Training and Assessment including any annual refresher requirements and participate in mandatory organisation or Command training; and
- (e) Maintaining satisfactory performance.

- 19.13 Subject to the employee meeting the criteria in **sub-clause 19.12**, the employee will have their maximum time in position renewed for a further five years by the Assistant Commissioner of PDC. If maximum time in position is renewed, **sub-clause 19.10** will apply at the end of the renewal period. Failure to meet the criteria may result in the employee being declared unqualified for their position and declared surplus in accordance with **clause 23**.
- 19.14 Where there is a dispute as to whether the person has met the criteria or not in **sub-clause 19.12** the dispute will be resolved through the process agreed between Victoria Police and the PFA.
- 19.15 Nothing in this clause prevents an employee electing to be declared surplus in accordance with **clause 23** on reaching time in position at PDC.

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## **20. Selections to Advertised Positions**

- 20.1 Positions not filled under **clauses 17, 18** or **23** will be advertised.

### ***Eligibility***

- (a) Employees will not be eligible to apply for an advertised position at Sergeant and above unless they are confirmed at the rank below the advertised position.
  - (b) Employees will be eligible to apply for advertised Senior Constable positions when they are confirmed at the rank of Senior Constable.
  - (c) Confirmed Constables are eligible to apply for advertised Constable positions if they have the qualifications detailed in the relevant position description.
  - (d) *Officers* are eligible to apply for any advertised vacancies up to the rank of Commander when they have been confirmed at the rank of Inspector, and possess the qualifications detailed in the relevant position description and have completed time-in-position requirements if applying on transfer.
- 20.2 Selection panels for advertised vacancies will comprise a majority of sworn employees.

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## **21. Re-appointees and Appointment of Employees with Prior Policing Experience**

- 21.1 For the purposes of this clause rank includes a rank within Victoria Police and any equivalent rank from another law enforcement agency in Australia, the United Kingdom and New Zealand. Appointment includes reappointment.
- 21.2 An employee who previously held the rank of Sergeant or above who is appointed at the rank they previously held will be appointed at an increment that reflects their service at their

previous rank.

- 21.3 An employee who is appointed at the rank of Sergeant or above and that rank is higher than the rank they previously held will be appointed at the first increment of the rank they are appointed to.
- 21.4 An employee who previously held a rank below Sergeant who is appointed to a rank below Sergeant will be paid at an increment that reflects their prior years of service.
- 21.5 An employee who previously held a rank of Sergeant or above and who is appointed at a rank below Sergeant will be paid at an increment that reflects their cumulative service at all ranks.
- 

## **22. Effective Dates for Transfers and Promotions to Advertised Positions**

- 22.1 All transfers and promotions to advertised positions are effective:
- (a) where no appeal occurs, 28 days from the date of notification of promotion/transfer in the Gazette; or
  - (b) where an appeal occurs, from the day of the appeal decision by the PRSB or 28 days from the date of notification of promotion/transfer in the Gazette, whichever is later; or
  - (c) where an appeal is withdrawn, 28 days from the date of notification of promotion/transfer in the Gazette, or the day of notification of withdrawal to the PRSB, whichever is later.
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## **23. Placement of Surplus Employees**

### **23.1 Definition**

- (a) A surplus employee is an employee who is unattached or has been declared surplus in accordance with **clause 15** or who has been found unfit for their position in accordance with **clause 125**.
- (b) Suitability for a position or suitable position means where the employee has, or could be deemed to have with reasonable retraining, the required skills, experience and qualifications to perform the inherent requirements of the position, the duties of which comply with the stated medical limitations/restrictions (if any).

### **23.2 Placement**

- (a) Placement of surplus employees will be the responsibility of the Superintendent of Recruitment and Deployment who will have regard to:
  - (i) organisational requirements;
  - (ii) the employee's knowledge, skills and experience;
  - (iii) the employee's preferences;
  - (iv) the employee's suitability to perform the duties and meet the inherent requirements of the vacant position;
  - (v) the employee's personal circumstances;
  - (vi) the number of positions recently filled at a location by placement under this clause; and
  - (vii) any specific circumstances of the workplace.
- (b) Employees will continue to be the responsibility of their region/department until a

placement is found.

### 23.3 Salary Maintenance for surplus employees

- (a) Work Related Medical Incapacity
  - (i) Where the employee is placed in a position as a result of a work-related incapacity, the employee will continue to receive the salary, terms and conditions of their previous position for the period specified under the Victorian workers compensation legislation.
- (b) Non-Work Related Medical Incapacity
  - (i) Where the employee is placed in a position as a result of a non-work related medical incapacity the employee will be entitled to the salary, terms and conditions of their new position.
- (c) Unattached Employees
  - (i) Where appropriate, employees will return to their former department/division until a permanent position is identified. Where it is not appropriate for the employee to return to their former department/division they will return to suitable duties at a suitable alternative location until a permanent position is identified.
  - (ii) Until a permanent position is identified the employee will be entitled to salary, terms and conditions no less favourable than those of their former position.
  - (iii) When a permanent position is allocated the employee is entitled to the salary, terms and conditions of the permanent position. However an employee who was unattached in accordance with **sub-clause 15.6(a)** will continue to receive the employee's salary and allowances (of a permanent nature) of their former position for a maximum period of 12 months from the date of placement at which time the employee's remuneration level will revert to the level of the new position.
- (d) Failure to Qualify
  - (i) Where an employee has failed to attain the mandatory qualification for a position, and has been declared surplus in accordance with **sub-clause 15.8**, and is placed in a position, the employee will be entitled to the salary, terms and conditions of their new position.
- (e) Surplus as a result of Organisational Change
  - (i) Where an employee is declared surplus in accordance with **sub-clause 15.9** or **sub-clause 15.10** and is placed in a position which is the same or higher in remuneration the employee will be entitled to the salary, terms and conditions of the new position. Where the placement is to a position with a lower remuneration rate, the employee's salary and allowances (of a permanent nature) will be maintained for a maximum period of 12 months from the date of placement at which time the employee's remuneration level will revert to the lower remuneration of the new position.

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## 24. Temporary Placements

- 24.1 The parties recognise that transfers for discipline or performance reasons are dealt with under the VP Act and related policies.

- 24.2 Other than for discipline or performance reasons, all employees other than Officers may be directed by the *Superintendent* to perform temporary duties within the Division for a period of less than six months. Temporary duties must not result in a change to the employee's duties or rank, unless agreed.
- 24.3 A direction to change work location across a Divisional boundary to a neighbouring station must be approved by an Assistant Commissioner.
- 24.4 Directions under this clause must consider the personal circumstances of the employee.

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## **PART 5 HOURS OF WORK AND ROSTERING**

### ***ORDINARY HOURS OF WORK***

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#### **25. Ordinary Hours of Work for Full time employees other than Recruits**

- 25.1 The ordinary hours of work for full time employees other than Recruits will be 80 hours per fortnight with 0.0463 of each hour of work performed granted as accrued time off, so that the employee's average hours of work over a 12 month period are 76 hours per fortnight (exclusive of an unpaid meal break).
- 25.2 Other than for Officers, the employer will determine the times of commencement, and the days on which the ordinary hours of work are to be worked by a full time employee.
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#### **26. Ordinary Hours of Work for Recruits**

- 26.1 The ordinary hours of work for a Recruit will be 76 hours per fortnight with a minimum of four rest days per fortnight.
- 26.2 The ordinary rostered hours for a Recruit will be 7.6 hours per day worked continuously (exclusive of an unpaid meal break).
- 

#### **27. Accrued Time Off**

- 27.1 This provision does not apply to part time employees or Recruits.
- 27.2 A Full time employee will be entitled to receive time off in lieu amounting to 0.0463 of an hour for each rostered hour of work performed, or each hour of Australian Defence Forces Reserve Leave in a financial year, up to a maximum of 76 hours.
- 27.3 Accrued Time Off is not to be carried forward to the next financial year except in special circumstances with prior approval of the employer or where the employer has not facilitated the taking of time off during the financial year.
- 27.4 Any outstanding entitlement to Accrued Time Off which has not been taken by the employee prior to termination of appointment, must be paid in lieu to the employee.
- 27.5 A shift rostered as a night work recovery shift under **sub-clauses 81.2 and 81.3** will count as a shift worked for the purpose of this Part.
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#### **28. Activities Undertaken Immediately Before or Immediately After Ordinary Hours of Work**



- 28.1 The activities specified in the definition of *work* in **clause 7** or otherwise specified in **sub-clause 66.2** will ordinarily be undertaken within an employee's rostered shift of ordinary hours. Accordingly, supervisors will ensure their rostering and supervisory practices enable these activities to be ordinarily undertaken within this time.
- 28.2 Where the employer directs or otherwise requires the employee to attend a workplace to undertake work as defined in **clause 7** and **clause 66** prior to the commencement of a rostered shift it will have the effect of altering an employee's ordinary hours and their rostered starting and finishing time to account for the performance of these duties.
- 28.3 Notwithstanding **sub-clause 28.1**, if these activities cannot reasonably occur prior to the completion of an employee's rostered shift of ordinary hours, they may be undertaken immediately after an employee's rostered shift and are compensated for pursuant to **clause 66** and **clause 67**.
- 28.4 If an employee chooses to change into or out of uniform away from the workplace they will do so in their own personal time, and this will not be regarded as work for the purposes of **clause 7**.
- 28.5 If an employee is directed by the employer to perform work, other than the activities referred to in **sub-clause 28.1**, immediately before and/or immediately after their rostered shift, any entitlement to payment for those duties will be in accordance with the terms and conditions of this Agreement.

## ARRANGEMENT OF ORDINARY HOURS OF WORK

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### **29. Arrangement of Ordinary Hours of Work for Commanders and Superintendents**

- 29.1 Commanders and Superintendents will manage their own time in consultation with their direct manager with the expectation that they will work an average of at least 40 hours per week.
- 29.2 Other than as provided for in **sub-clause 29.3**, there shall be no set start or finishing times for Commanders and Superintendents who shall work the hours demanded by their duties on any given day.
- 29.3 Commanders and Superintendents may be subject to rostered duties as required by the Chief Commissioner.

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### **30. Arrangement of Ordinary Hours of Work for Inspectors**

- 30.1 *Inspectors* must not be rostered to perform duty beyond 10 hours in a shift or more than 10 days in any fortnight.
- 30.2 Where an Inspector is required and permitted to work beyond 12 hours continuously they shall be paid in addition to their salary an hourly allowance based on 1.5 times their *ordinary hourly rate of pay* until they cease work. Should they be required to resume work without an eight hour break they will continue to be paid the additional allowance until such time as they have had an eight hour break.
- 30.3 Inspectors will manage their own time in consultation with their direct manager with the expectation that they will work an average of at least 40 hours per week.
- 30.4 Other than as provided for in **sub-clause 30.5**, there shall be no set start or finishing times for Inspectors who shall work the hours demanded by their duties on any given day.

30.5 Inspectors may be subject to rostered duties as required by the Chief Commissioner.

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

- 31.1 The ordinary hours of work for employees will be eight hours per day worked continuously.
- 31.2 The employer may require an employee to work the employee's ordinary hours of work according to a roster of shifts which may span across a range of unsociable and/or intrusive hours.
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**32. Arrangement of Ordinary Hours of Work for Reservists**

- 32.1 The ordinary hours for Reservists will be eight hours per day worked continuously between 7am to 7pm Monday to Friday.
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**33. Arrangement of Ordinary Hours of Work for Protective Services Officers**

- 33.1 Other than as provided for in **sub-clause 33.2**, the ordinary hours for Protective Services Officers will be eight hours per day worked continuously.
- 33.2 The ordinary hours for Protective Services Officers who are deployed to provide transit safety will be ten hours per day worked continuously.
- 33.3 The ordinary hours of work for Protective Services Officers who provide transit safety will include time to change into uniform, collect and return operational safety equipment and travel in relation to deployment to and from work locations.
- 33.4 If the scope of operations for Protective Services Officers is extended beyond its existing scope, the ordinary hours of a Protective Services Officer deployed in those operations may be eight or 10 hours per day worked continuously.
- 33.5 The employer may require an employee to work the employee's ordinary hours of work according to a roster of shifts which may span across a range of unsociable and/or intrusive hours.
- 

**34. Part Time Arrangements**

- 34.1 An employee may work on a part time basis where the employee has been selected for a part time position which was advertised by the employer, or, the employee has applied to work less than 76 hours per fortnight and the employer has agreed.
- 34.2 A part time employee's ordinary hours will be less than 76 hours per fortnight. A part time employee will work the same number of hours per day at the workplace in which the work is performed, unless **sub-clause 34.4** applies.
- 34.3 Ordinary hours of work for each rostered shift must be continuous.
- 34.4 Any reduction from the standard hours of the workplace must be at the initiation of the employee. The minimum shift duration under this sub-clause is four hours.
- 34.5 For the avoidance of doubt an employee may request a pattern of work that includes set days or set hours of work (or both) in order to manage responsibilities as set out in **clause 14**. Such requests must be considered in accordance with **clause 14**.
- 34.6 The ordinary hours of work for a part time employee will be recorded in a written agreement

and will include a specified number of hours that the employee will work over an agreed period in accordance with a pattern of hours and/or days.

- 34.7 The employee may request a written agreement that provides for a part time work arrangement covering an agreed number of hours and days to be worked flexibly.
- 34.8 The written agreement may include the parameters for any alteration to the pattern of hours on a fortnightly basis in accordance with **sub-clause 34.6** with a view to meeting the employee's work/life balance and taking into account the operational requirements of the employer.
- 34.9 Where the employer proposes to vary an existing arrangement, and agreement cannot be reached, the employer may, upon the provision of six months notice or a longer period as is reasonable having regard to the employee's personal circumstances, vary the employee's pattern of hours.
- 34.10 Provisions relating to salary, leave and all other entitlements contained within this Agreement, unless otherwise specified, shall apply to part time employees on a pro rata basis.
- 34.11 A *part time employee* may revert to full time employment at any time, provided that an equivalent full time vacancy or sufficient residual hours exist.
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### **35. Variable Shift Rostering**

- 35.1 This clause does not apply to *Recruits*, *Reservists* or *Officers*.
- 35.2 The employer acknowledges the benefits to employees and the employer from variable shift rostering. Victoria Police encourages applications for variable shift rostering in all areas (including specialists and other frontline work units).
- 35.3 The employer will give due consideration to these applications in accordance with this clause.
- 35.4 The employer and the employees at a work location may agree to a roster pattern involving shifts longer than eight ordinary hours.
- 35.5 A variable roster may include a mix of shifts.
- 35.6 Alterations to the roster pattern of a work area may be developed by the employer in consultation with the affected employees taking into account: service delivery requirements, provisions of flexibility to both the employer and employees, the ability for employees to manage work/life balance and OH&S issues.
- 35.7 Such a roster pattern may only be introduced if more than 60% of employees working the roster and the employer genuinely agree.
- 35.8 The maximum duration of ordinary hours under this clause will be 10 hours.
- 35.9 Where agreement cannot be reached between the employer and the affected employees, or a variable roster is terminated, an eight hour shift pattern will be worked.
- 35.10 A variable roster may be terminated in any of the following circumstances:
- (a) there is mutual agreement between the employer and the affected employees; or
  - (b) service delivery requirements are not being met as a result of the variable shift roster; or
  - (c) there is a change in station profile, e.g.: 16-hour station to a 24-hour station.
- 35.11 Where the employer seeks to terminate a variable roster under **sub-clause 35.10(b)**, it must state what service delivery requirements are not being met, and provide reasons of how any

service delivery failures are attributable to the flexible roster.

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**36. Posting of Rosters**

- 36.1 The employer will publish a complete and authorised roster for each work area that is easily accessible to all employees in the work area 21 days prior to the commencement of the roster period.
- 36.2 The employer must retain for a period of 12 months a copy of the complete and authorised roster in a location that is accessible to employees.
- 36.3 Where the employer proposes to make a change to the published roster they must discuss the change with the affected employee.

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**37. Change of Shift**

- 37.1 Where an employee's rostered shift is changed without the employee having requested that change, and 72 hours or less notice is given to the employee of the change of shift, then the employee will be paid an additional amount of 25% of their *base hourly rate of pay* for the duration of the changed shift. This penalty will not apply during a period where overtime is payable.
- 37.2 The mode of communication for a shift change will be direct verbal communication, in the form of face-to-face notification or a telephone conversation, unless the circumstances render direct communication impracticable.

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**38. Rest Days**

- 38.1 The employer must roster each employee a minimum of four rest days in a fortnight. In each financial year an employee is to be rostered two consecutive rest days on at least 15 occasions including, where practicable, 10 weekends. This requirement is exclusive of any period an employee is on recreation leave. Where an employee is absent from work for part of the *financial year* other than on recreation leave the requirement shall be on a pro rata basis.
- 38.2 If an employee specifically requests a roster pattern that precludes the ability to provide the conditions set out in **sub-clause 38.1** the requirements do not apply.
- 38.3 If an employee is required to work seven consecutive night shifts, the employer should consider rostering a rest day on the day before the night shifts commence.
- 38.4 If an employee works seven consecutive night shifts, a maximum of two rest days from the fortnight in which the night shifts commenced, may be carried into the next fortnight.
- 38.5 The employer may only alter an employee's rest day as a last resort and after consultation with the employee concerned.
- 38.6 If an employee's rest day is altered the employer will allocate an alternative rest day within the same fortnight.
- 38.7 If an alternative rest day cannot be re-allocated in the same fortnight the employee (excluding an employee in receipt of a commuted overtime allowance or one-member station allowance), will be paid overtime or may elect to take time off in lieu as follows:
  - (a) Monday to Friday

- (i) For each hour of overtime worked, an employee must be paid at *overtime/recall rate 1.5* for the first eight hours on the rostered rest day and *overtime/recall rate 2.0* thereafter.
  - (b) Weekends and Public Holidays
    - (i) For each hour of overtime worked, an employee must be paid at *overtime/recall rate 2.0*.
  - (c) Time off in Lieu
    - (i) An employee may elect to take time off in lieu of whole or any part of payment for overtime worked at the time or times mutually agreed.
    - (ii) Overtime taken as time in lieu during ordinary hours shall be taken at the rate of one hour for each hour of overtime worked.
    - (iii) The employer must provide payment at the overtime rate in this clause for any overtime worked where such time has not been taken in lieu within two months of its accrual. If payment is made in accordance with this clause, the employee is not also entitled to the time off in lieu, provided that an employee may take payment for part of a period and time in lieu for the balance of the period.
- 38.8 Where an employee in receipt of a commuted overtime allowance or a one-member station allowance is required to work on a rest day (other than in the circumstance of a recall to duty), and an alternative rest day cannot be allocated in the same fortnight, they will be reallocated a rest day in the next fortnight.

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### **39. Meal Break and Meal at Post**

- 39.1 An employee is entitled to an unpaid interval, free from duty, of at least 30 minutes for a meal during each rostered period of ordinary hours of work.
- 39.2 Where the employer is satisfied that the nature of the work of an employee is such that the employee may be interrupted to perform duty whilst taking a meal, the employer will direct that the time normally taken for the meal be regarded as part of the employee's ordinary hours of work (meal at post).
- 39.3 Where the employee is interrupted during a meal break, the employee will be allowed time off to complete the meal break as soon as practicable.
- 39.4 No employee should work more than five hours without a meal break after commencing work or after resuming work from a previous meal break.

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### **40. Provision for Correspondence**

- 40.1 From 1 September 2025, a minimum of 10 correspondence shifts will be rostered for full time employees engaged in general duties at a 24-hour police station. Correspondence shifts should be rostered in a pattern of one every month.
- 40.2 If an employee is absent from work for a period of four weeks or more, other than for recreation leave and accrued time off, the correspondence shift will not carry forward.
- 40.3 Correspondence shifts will be provided to part-time employees who are engaged in general duties at a 24-hour police station on a pro rata basis.
- 40.4 Flexible working arrangements for full time employees who are engaged in general duties at

a 24-hour police station must provide for adequate correspondence time.

- 40.5 Where for operational reasons an employee is required to perform other duties on a rostered correspondence shift, an alternative correspondence shift will be rostered.

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## PART 6 OVERTIME

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### 41. Definitions

- 41.1 "Overtime" for employees other than *Recruits* means any time worked which is required and permitted by the employer which is additional to that employee's ordinary hours of work or outside the span of hours as established by **Part 5** and is a continuous period of half an hour or more.
- 41.2 "Overtime" for *Recruits* means any time worked which is in excess of 76 hours in a fortnight.
- 41.3 For the purpose of this clause "work" includes travelling from and returning to an employee's station in connection with specific work but does not include:
- (a) meal breaks, except as provided for in **clause 84**; and
  - (b) that part of any period spent away from the employee's station during which no specific work is performed; and
  - (c) any time spent commuting to and from the station to which they are attached; and
  - (d) any time spent in travelling to another State or Territory of the Commonwealth to take up interchange work or travelling overseas on special work, or work performed overseas or interstate other than situations where an employee is deployed as part of a Victoria Police response to an emergency or to a special event interstate or overseas.

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### 42. Eligibility

- 42.1 Payment for overtime is not available to:
- (a) an employee in receipt of a commuted overtime allowance except for overtime in circumstances where they are required to participate in planned organisational exercises such as counter terrorism planning or emergency management exercises;
  - (b) an employee in receipt of a one-member station allowance, except for overtime in circumstances where they are required to work outside their response zone in relation to an incident that commenced outside their response zone, or they are required to participate in planned organisational exercises such as counter terrorism planning or emergency management exercises;
  - (c) an *Officer*, (including an employee paid as an Officer pursuant to **clauses 188, 190, 191, and 194**) other than an Inspector in accordance with **clause 30** or when required to work additional hours in circumstances where they are required to participate in planned organisational exercises such as counter terrorism planning or emergency management exercises.

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### 43. Requirement to Work Reasonable Overtime

- 43.1 An employee shall, when directed, be required to work reasonable overtime. Whether the overtime is "reasonable" is determined having regard to:

- (a) any risk to the employee's health and safety that might reasonably be expected to arise if the employee worked the additional hours; and
  - (b) the employee's personal circumstances (including family responsibilities); and
  - (c) the operational requirements of the workplace, in relation to which the employee is required or requested to work the additional hours; and
  - (d) any notice given by the employer of the requirement or request that the employee work the additional hours; and
  - (e) any notice given by the employee of the employee's intention to refuse to work the additional hours; and
  - (f) whether any of the additional hours are on a public holiday; and
  - (g) the employee's hours of work over the four weeks ending immediately before the employee is required or requested to work the additional hours; and
  - (h) the undesirability of working overtime following a 10-hour shift.
- 

#### **44. Payment for Overtime**

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

- (a) Monday to Friday
  - (i) Payment will be made at *overtime/recall rate 1.5* for the first three hours and *overtime/recall rate 2.0* thereafter.
- (b) Weekends and Public Holidays
  - (i) Payment will be made at overtime/recall rate 2.0.

44.2 An employee who works overtime may be entitled to childcare expenses in accordance with **clause 186** of this Agreement.

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#### **45. Excess Overtime Rule**

45.1 Once the number of continuous hours worked (including the rostered shift, as well as the hours immediately before and/or after the rostered shift) exceeds the employee's rostered ordinary hours plus three, all additional hours worked will be paid at *overtime/recall rate 2.0* until they have had eight hours free from work.

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#### **46. Overtime for Attendance at Court**

46.1 An employee who attends court will be paid:

- (a) a minimum of four hours' work for any attendance on a rest day; or
- (b) a minimum of four hours' work for any attendance within eight hours of ceasing night work.

46.2 Payment will be made at the rates specified in **clause 44**.

46.3 An employee who has completed their rostered hours of work but would have insufficient time to return home before attending court will be deemed to have remained at work and will be entitled to:

- (a) payment in accordance with **clause 44** for the period between ceasing their rostered hours of work and the completion of the employee's attendance at court, less a meal break; and

- (b) a meal allowance in respect of the meal following the completion of the employee's rostered hours of work.
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**47. Commuted Overtime Allowance**

- 47.1 An employee not above the rank of Senior Sergeant employed as a Detective or performing similar duties or determined by the employer as having a similar pattern of work as Detectives, must be paid a commuted overtime allowance in lieu of any payment for overtime worked, or any recall to work in accordance with **Schedule B**.
- 47.2 An employee not above the rank of Senior Sergeant employed as a Detective will receive COT 2 in accordance with **Schedule B**.
- 47.3 An employee will be determined as performing similar duties as a Detective where the employee is temporarily assigned to a Detective's position and shall be paid COT 2 in accordance with **Schedule B**.
- 47.4 An employee will be determined as having a similar pattern of work as a Detective where the employee is attached or assigned to a covert unit undertaking surveillance or intelligence gathering and shall be paid COT 2 in accordance with **Schedule B**.
- 47.5 An employee, other than those described in **sub-clauses 47.3** and **47.4**, temporarily assigned duties at an investigative unit for a period of six months or less, shall be paid COT 1 in accordance with **Schedule B**.
- 47.6 Where the temporary duties referred to in **sub-clause 47.5** extend beyond six months an employee shall be paid COT 2 in accordance with **Schedule B** from the date of commencement of the temporary duties.
- 47.7 An employee who at the commencement date of the *2015 Enterprise Agreement*, holds a position performing duty as a Tactical Intelligence Officer or is temporarily assigned duties to an investigative unit shall retain their existing entitlement to the commuted overtime allowance until they vacate their position.
- 47.8 An employee appointed or assigned to perform duty as a Tactical Intelligence Officer after the commencement of the *2015 Enterprise Agreement* shall be paid COT 1 in accordance with **Schedule B**.
- 47.9 Any direction or requirement for an employee in receipt of COT 1 or COT 2, as prescribed in this clause, to work overtime should have regard to the provisions of **clause 43**.
- 47.10 Commuted overtime is intended to cover instances of overtime worked in the normal flow of work for Detectives or employees with similar patterns of work.
- 47.11 Commuted overtime is not intended to cover overtime for planned organisational exercises such as counter terrorism planning or emergency management exercises. Where the employer requires planned work of this nature, this should be rostered as ordinary hours; otherwise, payment for any additional hours must be made in accordance with **clause 44**.
- 47.12 The employer and employees will, wherever possible, ensure that appropriate work practices are in place to reduce the possibility of employees working 'excessive' hours. Where 'excessive' hours are worked the employer will ensure that employees are provided with appropriate rest breaks without detriment. For the purpose of this clause 'excessive' means more than 12-hours.
- 47.13 Where an employee, in receipt of COT 2 and not in receipt of a disturbance allowance paid in



accordance with **clause 192**, is approved by an *Officer* to work in excess of 12 hours they will be paid an excessive hours penalty for all hours worked in excess of 12 hours until they have received an eight hour break. This may include court and crime scenes.

- 47.14 Where an employee, in receipt of COT 1 and not in receipt of a disturbance allowance paid in accordance with **clause 192**, is approved by an *Officer* to work in excess of 11 hours they will be paid an excessive hours penalty for all hours worked in excess of 11 hours until they have received an eight hour break. This may include court and crime scenes.
- 47.15 For employees in receipt of a disturbance allowance paid in accordance with **clause 192**, excess hours should only be worked on occasions where an operational imperative exists and no alternative arrangements can reasonably be put in place. Entitlement to payment of the excessive hours penalty will not exist until 16 continuous hours have been worked provided that when payable the allowance shall be paid from the end of the 12<sup>th</sup> continuous hour.
- 47.16 The excessive hours penalty will be equivalent to the *ordinary hourly rate of pay* for each excessive hour worked.

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## **PART 7      RECALL TO WORK**

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### **48.      Definitions**

- 48.1 “Recall to work” means a direction by the employer to return to work communicated to an employee after the employee has completed their ordinary hours of work. “Return to work” includes:
- (a) a requirement to resume work; or
  - (b) a requirement to respond to a call or transaction or series of calls or transactions that can reasonably be said to be continuous that exceed in total a half hour’s duration.
- 48.2 The “period of recall” means:
- (a) where the recall to work is in a single instance, the period of duty;
  - (b) where the recall is more than once;
    - (i) between shifts; or
    - (ii) on a rest day, recreation leave day, long service leave day or parental leave, in the same 24 hour period;
- the periods of overtime are added together and treated as a single period.
- 48.3 “Actual hours of work” means:
- (a) for all recall to work, from when the employee presents themselves for work as required by their instructions until the completion of that work; and
  - (b) for recall to work from recreation leave, long service leave or parental leave the time necessarily spent in travelling to the place where the employee is required to work and on the completion of that work, the time necessarily spent in returning to the place from which the employee was recalled or such place as is reasonable in the circumstances.

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### **49.      Authorisation**

- 49.1 An employee may be recalled to work between shifts by a *Sub-Officer* or above.

- 49.2 An employee may be recalled to work from a rest day or unpaid leave by an *Officer*.
- 49.3 An employee may only be recalled to work in all other instances where expressly authorised by a *Superintendent* or above.
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## **50. Eligibility**

- 50.1 For the purpose of **Part 7** recall payments are not available to:
- (a) An employee in receipt of commuted overtime allowance except for recall to work:
    - (i) in circumstances where they are required to participate in planned organisational exercises such as counter terrorism planning or emergency management exercises; or
    - (i) from a period during which the employee is not rostered to be available for work or expressly directed to be available for work; or
    - (ii) from long service leave;
  - (b) An employee in receipt of the one-member station allowance except for recall to work:
    - (i) in circumstances where they are required to participate in planned organisational exercises such as counter terrorism planning or emergency management exercises; or
    - (ii) from long service leave; or
    - (iii) for work outside the employee's *response zone*;
  - (c) a *Recruit*;
  - (d) an *Officer*.
- 

## **51. Payment for Recall to Work between Shifts**

- 51.1 An employee who is recalled to work between shifts will be paid for the 'actual hours of work' for the period of recall or a minimum of three hours, whichever is the greater.
- (a) Monday to Friday
    - (i) Payment will be made at *overtime/recall rate 1.5* for the first three hours and *overtime/recall rate 2.0* thereafter.
  - (b) Weekend/Public Holiday
    - (i) Payment will be made at *overtime/recall rate 2.0* for each hour worked.
- 

## **52. Payment for Recall to Work on a Rest Day, Unpaid Parental Leave or Leave Without Pay**

- 52.1 An employee recalled to work from a rest day, unpaid parental leave or from leave without pay will be paid for the 'actual hours of work' for the period of recall or a minimum of four hours, whichever is greater.
- (a) Monday to Friday
    - (i) Payment will be made at *overtime/recall rate 1.5* for the first eight hours and *overtime/recall rate 2.0* thereafter.
  - (b) Weekend/Public Holiday
    - (i) Payment will be made at *overtime/recall rate 2.0* for each hour worked.

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**53. Recall to Work from Recreation Leave, Long Service Leave or Paid Parental Leave**

- 53.1 An employee recalled to work from recreation leave, long service leave or paid parental leave will be re-credited hours of leave worked up to a maximum of eight hours for each day of recall.
- 53.2 In addition to the ordinary hours paid for as part of their leave, an employee recalled from recreation leave, long service or paid parental leave will be paid for the 'actual hours of work' for the 'period of recall' or a minimum of four hours, whichever is the greater.
- (a) Monday to Friday
- (i) Payment will be made at *overtime/recall rate 0.5* for the first eight hours and *overtime/recall rate 2.0* thereafter.
- (b) Weekends and Public Holidays
- (i) Payment will be made at *overtime/recall rate 1.0* for the first eight hours and *overtime/recall rate 2.0* thereafter.

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**54. Travelling Expenses in Respect of Recall to Work from Recreation, Long Service Leave or Paid Parental Leave**

- 54.1 An employee who is recalled to work from a period of recreation leave, long service leave or paid parental leave will be paid for:
- (a) their *actual hours of work* as defined in **sub-clause 48.3(b)**; and
- (b) the travelling and incidental expenses allowance contained in **Part 13, clauses 88 and 97** of this Agreement, for the period of travel to and from the place of recall.

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

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

- 55.1 An employee may elect to take time off in lieu of the whole or any part of payment for overtime and recall worked at a time or times agreed with the employer.
- 55.2 Overtime and recall taken as time off in lieu shall be taken at ordinary time rates, that is, an hour for each hour of overtime and recall worked.
- 55.3 The employer must provide payment at the rate provided for the payment of overtime and recall in this Agreement for any overtime worked where such time has not been taken as time off in lieu within two months of the overtime being worked.
- 55.4 Where payment is made for overtime or recall in accordance with **sub-clause 55.3** an employee is precluded from taking time in lieu in respect of the period for which payment has been made.

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**PART 9 RESTRICTIVE WORK**

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**56. Restrictive Work**

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

- 56.2 For the purpose of this clause, “restrictive work” means where an employee is directed to undertake Witness Protection, Close Personal Protection work or Surveillance which involves:
- (a) the requirement for an employee to remain away from the employee’s usual place of residence; and
  - (b) the employee being restricted by operational requirements to the operational site or field of operation for the duration of the operation; and
  - (c) the employee remaining at the operation site after completion of the rostered hours of work; and
  - (d) the employee not being relieved from the operation site due to the requirements of the operation.
- 56.3 The employee will be entitled to payment as follows for all hours of restrictive work:
- (a) for the first rostered shift period of restrictive work – at the employee’s *base hourly rate of pay*;
  - (b) next three hours at one and a half times the employee’s *base hourly rate of pay*;
  - (c) next five hours at double the employee’s *base hourly rate of pay*;
  - (d) all remaining hours of the restrictive work are to be paid at one and a quarter times the employee’s *base hourly rate of pay*.
- 56.4 Payments for restrictive work commence when an employee is recalled to work or, if at work, for the commencement of the employee’s rostered hours of work on that day.
- 56.5 Payments for restrictive work cease when the employee, after being relieved from the restrictive work, leaves the workplace and has returned to their place of employment, residence or berth.
- 56.6 Where an employee is recalled to work after the completion of their rostered hours, entitlement to payment will commence at **sub-clause 56.3(b)**, **sub-clause 56.3(c)** or **sub-clause 56.3(d)** as appropriate.
- 56.7 Where possible, the application of this clause shall occur in a manner whereby necessary rest periods are incorporated on a daily basis.

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## **PART 10 AVAILABILITY**

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### **57. Definitions**

- 57.1 For the purpose of **Part 10**:
- (a) “available for work” means standing by in readiness for, and capable of, the resumption of work within a reasonable time (the length which may be specified including an immediate resumption) where required or directed to attend, for a period or periods prior to the next scheduled time for the resumption of work.
  - (b) “contactable” means that an *Officer* is able to be communicated with outside of their hours of work.
  - (c) “expressly directed” means a specific verbal or written direction given by an *Officer* that is superior in rank to the employee directed to be available for work, or regular rostered availability which may be rostered by a *Sub-Officer* in accordance with a direction given by

an *Officer*.

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**58. Availability for Protective Services Officers, Constables, Senior Constables, Sergeants and Senior Sergeants**

- 58.1 Payment for availability under **Part 10** is not available to an employee in receipt of a one-member station allowance, except where the employee is rostered or otherwise directed by an *Officer* to remain available for work outside of their *response zone*.
- 58.2 Employees other than Officers who are either rostered to be available for work or expressly directed to be available for work, will receive an availability allowance for each hour or part thereof during which the employee remains available for work.
- 58.3 Payment of availability allowance will be at the rates contained in **Schedule B**.
- 58.4 An employee who is eligible to receive recall payments and resumes work during a period in which they are available for work is no longer entitled to payment of an availability allowance for the period during which the employee receives the recall payment.
- 58.5 An employee who is not eligible to receive recall payments will continue to be paid the availability allowance if they are recalled to work during a period in which they are rostered to be available for work.
- 58.6 An employee who is either rostered or expressly directed to be available for work on a rest day or Christmas Day, Boxing Day, New Year's Day and Australia Day (or any substitute day) will be paid the availability (rest day/public holiday) rate contained in **Schedule B** for a minimum of eight hours.
- 58.7 An employee who is either rostered or expressly directed to be available for work at a time other than at a time immediately following a period of rostered ordinary hours of work, will be paid the availability (rest day/public holiday) rate contained in **Schedule B**.

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**59. Contactability and Availability for Superintendents and Commanders**

- 59.1 *Superintendents* and Commanders are to be contactable after hours and will be paid an annual contactability allowance in accordance with **Schedule B**.
- 59.2 A *Superintendent* or Commander may be liable to perform up to 10 weeks of availability per *year* at the direction of an Assistant Commissioner or above.
- 59.3 A privately plated vehicle for private use, which will include periods of recreation leave and accrued time off, will be provided to all Superintendents and Commanders and will offset payment for availability referred to in **sub-clause 59.2**.
- 59.4 A *Superintendent* or Commander will maintain either an electronic or paper-based vehicle log book for a continuous 12 week period within a five year period.
- 59.5 A vehicle supplied under this clause may be retained by the employee during periods of long service leave for a maximum of 28 days in one continuous period. Where the vehicle is retained for a period in excess of 28 days except for personal leave or parental leave, the employee will be required to make a co payment of \$188 for each additional week that the vehicle is retained.
- 59.6 No *Superintendent* or Commander will be required to be contactable or available for work during a period of leave.

- 59.7 A *Superintendent* or Commander who is directed by an Assistant Commissioner to be available for work will be paid an availability allowance in accordance with **Schedule B** for each hour that they are directed to be available for work in excess of 10 weeks per year.
- 59.8 *Superintendents* or Commanders who are not directed to be available for work will not be required to be available for work but must remain contactable.
- 59.9 An employee performing higher duties as a *Superintendent* or Commander will be provided with a private plated vehicle on the same basis as an employee appointed to the rank.
- 59.10 Where the employer is unable to satisfy the requirements of **sub-clause 59.9**, an employee performing higher duties as a *Superintendent* or Commander will be paid for all availability performed at the rate in **Schedule B**.
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**60. Contactability and Availability for Inspectors**

- 60.1 *Inspectors* will be paid an annual contactability allowance in accordance with **Schedule B**.
- 60.2 For the purpose of this clause, *Inspector* includes an employee paid as an *Officer* pursuant to **clauses 188, 190, 191 and 194**.
- 60.3 *Inspectors* are provided with a mobile phone and access to the Victoria Police email network, and after hours contact from time to time by the employer for matters of urgency that may occur.
- 60.4 The contactability allowance is compensation for unplanned disturbance and after hours contact including any requirement to perform work at their immediate location.
- 60.5 An *Inspector* shall not be required to hold themselves in readiness to resume duty. Where the employer requires an *Inspector* to be available and capable of resuming duty the *Inspector* will receive the availability allowance in accordance with **sub-clause 58.3**.
- 60.6 No *Inspector* will be required to be contactable during any period of leave.
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**61. Right to Disconnect Outside of Effective Working Hours for Protective Services Officers, Constables, Senior Constables, Sergeants and Senior Sergeants**

- 61.1 Supervisors and managers must respect employees' periods of leave and rest days.
- 61.2 Other than in emergency situations or genuine welfare matters, employees must not be contacted outside of the employee's hours of work unless the employee is in receipt of an availability allowance pursuant to **clause 58**.
- 61.3 Employees are not required to read or respond to emails or phone calls outside their effective working hours.
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**PART 11 SALARY AND RELATED MATTERS**

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**62. Salaries**

- 62.1 Employees shall be paid the rates set out in **Schedules A, G and H** of this Agreement.
- 62.2 All salaries and allowances due and payable to an employee under the provisions of this Agreement shall be paid fortnightly by electronic funds transfer and made available to employees on the same day of each fortnightly pay period.

- 62.3 At the time of payment of salary and any allowances, an employee will be provided access to all the details regarding the make-up of the employee's pay and any deductions made.
- 62.4 Where an employee is going to be absent from the workplace on a period of worker's compensation leave, or for a single period of other leave in excess of nine weeks, they may elect to have their pay slip forwarded, by email or post, to an address they have nominated to their local Human Resource Practitioner.
- 62.5 Where an employee is proceeding on any form of paid leave of more than 10 working days' duration (except worker's compensation or personal leave), the employee may apply no later than 21 days prior to the commencement of the leave, for payment in advance.
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### **63. Patience in Bargaining Payment**

- 63.1 Upon commencement of this Agreement, employees who were employed with Victoria Police on 23 January 2025 will be paid the Patience in Bargaining Payment.
- 63.2 The Patience in Bargaining Payment will be a once-off lump-sum payment that is derived from salary and salary-based allowance increases (**Schedule A, Schedule B, Schedule D, Schedule E** (where eligible), **Schedule F** (where eligible), **Schedule G** and **Schedule H**) as if it were paid to employees for the period between 1 June 2024 and 23 January 2025.
- 63.3 The Patience in Bargaining Payment will be calculated based on an employee's rank, increment and hours worked during the period defined at **sub-clause 63.2** and paid at the earliest opportunity following commencement of this Agreement.
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### **64. Commuted Penalty Allowance for Protective Services Officers, Constables, Senior Constables, Sergeants and Senior Sergeants**

- 64.1 The *ordinary hourly rate of pay* of Protective Services Officers, Constables, Senior Constables, Sergeants and Senior Sergeants includes a commuted penalty allowance, being an amount of 13% of the employee's *base rate of pay* for liability for performance of work on weekends, public holidays and shift work. In addition to this allowance, where such work is performed the employee will be paid in accordance with **clause 79, clause 80** and **clause 81**.
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### **65. Commuted Penalty Allowance for Officers**

- 65.1 The *ordinary hourly rate of pay* for an *Officer* includes a commuted penalty allowance, being an amount of 16.4% of the employee's *base rate of pay* for liability for performance of work on *weekends, public holidays* and shift work as well as any work in excess of eight hours or any recall to work. In addition to this allowance, where an *Inspector* is eligible for such payments the *Inspector* will be paid in accordance with **clause 79, clause 80** and **clause 81**.
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### **66. Operational Readiness Allowance**

- 66.1 An employee who:
- (a) is OSTT qualified; and
  - (b) has successfully completed the mandatory learning activities relevant to their substantive rank, except where the employer has not enabled the employee to complete the mandatory learning activities during paid work time;

will be paid an Operational Readiness Allowance in accordance with **Schedule E**.

66.2 The Operational Readiness Allowance will be paid to employees in accordance with this clause as compensation for time spent:

- (a) for employees required to work a shift in uniform, changing into and out of uniform at the workplace; and
- (b) obtaining and equipping themselves with, or removing and returning, personal protective items and operational safety equipment; and
- (c) taking part in handover activities that involve the exchange of information or equipment between employees finishing and commencing a shift; and
- (d) undertaking reasonable necessary administrative tasks associated with the commencement or completion of the shift;

immediately before and/or immediately after an employee's rostered shift of ordinary hours, not exceeding a continuous period of half an hour or more.

66.3 For the purposes of this clause, OSTT qualified means all employees other than those who hold a permanent medical OSTT exemption or have not successfully completed the mandatory learning activities relevant to their substantive rank or have been unable to complete the mandatory learning activities due to the employer not providing for such activities to be completed.

66.4 Where an employee was subject of a permanent medical OSTT exemption and subsequently obtains their OSTT qualification, the Operational Readiness Allowance will be paid to the employee from the date they become OSTT qualified and complete their mandatory learning activities relevant to their substantive rank except where the employee has been unable to complete the mandatory learning activities due to the employer not providing for such activities to be completed.

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## **67. General Duties Allowance (Police Stations)**

67.1 This clause does not apply to:

- (a) employees in receipt of a one-member station allowance;
- (b) employees occupying positions within the following job families:
  - (i) highway patrol duties;
  - (ii) investigations duties;
  - (iii) crime scene operation duties;
  - (iv) analytical duties;
  - (v) Protective Services Officer duties.

67.2 An employee at Senior Sergeant rank or below who:

- (a) occupies a Regional Operations, General Police Duties Uniform position at a police station; and
- (b) is entitled to be paid the Operational Readiness Allowance in accordance with **clause 66**; will be eligible for and be paid a General Duties Allowance in accordance with **Schedule F**.

67.3 The General Duties Allowance will be paid to eligible employees in accordance with this clause as compensation for the significantly increased liability for and frequency of time



spent undertaking the activities specified in **sub-clause 66.2** immediately before and immediately after an employee's shift of ordinary hours.

67.4 For the avoidance of doubt, this clause will:

- (a) apply to Probationary Constables when performing general uniform duties at a police station, including placement during their training period; and
- (b) not apply to employees undertaking an operational rotation in accordance with **clause 192** while in receipt of a commuted overtime allowance.

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**68. Wellbeing Allowance**

- 68.1 The employer and the PFA are committed to enhancing the health, fitness and wellbeing of employees.
- 68.2 The employer will maintain gymnasium facilities at all 24 hour police stations where gymnasium facilities currently exist and will endeavor to introduce gymnasiums at 24 hour police stations where they do not exist.
- 68.3 In recognition of the physical and mental expectations of their employment, the employer will pay employees (other than *Recruits*) an annual wellbeing allowance in accordance with **Schedule B**.

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**69. Leadership Allowance**

- 69.1 The employer recognises that Sergeants and Senior Sergeants have enhanced supervisory and leadership responsibilities in an increasingly dynamic and complex policing environment.
- 69.2 Sergeants and Senior Sergeants will be paid an annual leadership allowance in accordance with **Schedule B**.

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**70. Capability Allowance**

- 70.1 The employer recognises that Constables, Senior Constables and Leading Senior Constables are required to respond to increasingly complex situations with agility and competency through the application and uptake of improved technology and skills development.
- 70.2 Constables, Senior Constables and Leading Senior Constables will be paid an annual capability allowance in accordance with **Schedule B**.

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**71. Protective Services Officers Capability Allowances**

- 71.1 The employer recognises that Protective Services Officers are required to respond to increasingly complex situations with agility and competency and may be required to exercise their powers and responsibilities within an expanded definition of designated places. This includes the application and uptake of improved technology and skills development.
- 71.2 PSO Seniors and below will be paid an annual Protective Services Officer Capability Allowance in accordance with **Schedule B**.
- 71.3 PSO Sergeants and PSO Senior Sergeants will be paid an annual PSO Sergeant and PSO Senior Sergeant Capability Allowance in accordance with **Schedule B**.

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## **72. Retention Allowance**

- 72.1 All employees will be paid the retention allowance in accordance with **Schedule D**.
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## **73. Recovery of Overpayments**

- 73.1 The employer must advise the employee in the event that the employer becomes aware that an overpayment of salary, allowance or other payment has occurred. Similarly, the employee must advise the employer if they know there has been an overpayment.
- 73.2 Where an overpayment has occurred, the employee has the option to repay the overpayment in cash, through a deduction from salary or through another mutually agreed process.
- 73.3 Once the employee has received written details of the overpayment, if the employee cannot immediately repay the full amount or disputes the amount, discussions must occur between the employer and the employee.
- 73.4 The employer and the employee will negotiate in good faith with the aim of reaching an agreed amount of the overpayment and/or a mutually satisfactory repayment arrangement.
- 73.5 The employer will not make deductions from wages without written agreement from the employee in relation to the quantum and timing of deductions.
- 73.6 Under no circumstances will the deductions result in an employee being paid less than the national minimum wage during the period in which the deductions occur.
- 73.7 The provisions of **sub-clause 73.5** and **sub-clause 73.6** will not apply where the employment relationship is terminated. In that case the employer may withhold any overpayment from the employee's termination payments which can be made from amounts owing in salary, accrued recreation leave and/or accrued long service leave or any other entitlement which has a monetary value on termination.
- 73.8 Where agreement cannot be reached on any of the matters contained in this clause, the matter shall be resolved under the dispute resolution procedure of this Agreement.
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## **74. Movement through Progression Points**

- 74.1 All Constables will be entitled to salary progression on the anniversary of their appointment subject to meeting the eligibility requirements contained in this clause.
- 74.2 All employees initially appointed at a rank other than Constable will be entitled to salary progression on the anniversary of their appointment subject to meeting the eligibility requirements contained in this clause.
- 74.3 All employees who are promoted will be entitled to salary progression on the anniversary of promotion subject to meeting the eligibility requirements contained in this clause.
- 74.4 *Officers* who have completed six months or more at a progression point will be eligible for progression on the 1st of July of each calendar year thereafter.
- 74.5 All Constables will be eligible for in situ promotion to Senior Constable subject to completion of the required components of the Victoria Police Education Program, four years' service and satisfactory performance. For the purpose of this sub-clause, service includes any period an employee is absent from work on paid leave or statutory unpaid leave.

- 74.6 Protective Services Officers will be eligible for in situ promotion to PSO Senior subject to the completion of the required components of the Victoria Police Education Program, four years' service and satisfactory performance. For the purpose of this sub-clause, service includes any period an employee is absent from work on paid leave or statutory unpaid leave.
- 74.7 Where the employee is promoted, the employee will be appointed to progression point one at that rank, save for the exclusion in **clause 21**.
- 74.8 Where an employee reverts in rank for any reason they will be appointed to a progression point in that rank that equates to their service at that rank and the higher rank combined.
- 74.9 Where an employee is absent from the workplace for a period of greater than 12 months on unpaid leave, they will not be entitled to progression for that progression cycle.
- 74.10 Where an employee is absent from the workplace for a period of 12 months pursuant to deferred salary arrangement pursuant to **clause 82** they will not be entitled to progression for that progression cycle.
- 74.11 An employee who has received salary payment at their current progression point for a period of 12 months will progress to the next progression point provided they are not subject to any management of underperformance process. However, where the employee is not subject to a management of underperformance process, and 12 months has elapsed since their last progression, they may progress despite having not received 12 months of salary payment at their current progression.
- 74.12 Where an employee has been on a period of paid leave for in excess of three months in the current progression period, and the employer believes that because of the length of absence the employee's performance is unable to be assessed, progression may be deferred. Where an employee's progression has been deferred, and the employee is not subject to a management of underperformance process, they will be entitled to progression from the date that they would have progressed if not for the deferment and will be entitled to retrospective payment.
- 74.13 Employees of Sergeant or above rank, or PSO Sergeant or above, will be assessed annually to determine the employee's suitability for progression. Suitably for progression will be assessed against the agreed policing capability for the employee's progression level. At the commencement of each assessment cycle employees will agree with their assigned assessor up to two performance objectives to be achieved during the year. In order to be eligible for progression employees are required to achieve the agreed performance objectives which will include measures of excellence and skill acquisition commensurate with their level of responsibility. It is expected that progression at these levels will be both more challenging and difficult to achieve. In addition to the performance objectives above, *Officers* will have an additional performance objective directed to leadership in service delivery reform and will be paid the service delivery reform allowance in accordance with **Schedule B**.
- 74.14 Access to progression points 13 to 16 for Senior Constables will be based on the following criteria:
- (a) completion of 12 months at progression point 12; and
  - (b) commitment to ongoing skill and knowledge acquisition; and
  - (c) mentoring junior employees; and
  - (d) commitment to the maintenance of base policing skills including OSTT in accordance with **sub-clause 12.4**.

- 74.15 If at the time an employee becomes eligible for progression and there exists evidence that the employee is unsuitable for progression in accordance with **sub-clause 74.11** or **74.13**, the employee may have their progression deferred until such time as they have been deemed suitable to progress.
- 74.16 If the employee is subject to annual assessment and has completed their Performance Development Assessment at the assessment due date, being 30 days prior to their actual progression date, and no evidence of unsuitability has been documented and brought to the employee's attention, the employee will progress on their actual progression date without further review.
- 74.17 Unless a period of unpaid leave has been waived for the purpose of progression in accordance with **sub-clause 74.11**, any period of unpaid leave will have the effect of moving the progression date by the period of that unpaid leave.
- 74.18 An employee denied progression on performance grounds will have a right of appeal to the PRSB in accordance with **clause 11**.
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#### **75. Conversion from Protective Services Officer to Police Officer**

- 75.1 A Protective Services Officer who has completed the Constable Qualifying Program and is appointed as a police officer, will be appointed to an increment in the Constable salary range commensurate with their salary as a Protective Services Officer.
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#### **76. Higher Duties Allowance**

- 76.1 Other than as provided for in **sub-clause 76.2** or **sub-clause 76.3**, an employee who is authorised by the employer to temporarily work the duties of a rank or position higher than their own for a period of seven continuous days (two of which may be rest days) will be paid, for the period during which they are performing the higher duties, the salary, together with any applicable penalty payments (commuted or otherwise) and allowances, as are attached to the higher rank or position.
- 76.2 Where an employee who is below the rank of Sergeant is directed by a Senior Sergeant or above to replace and perform the supervision duties of a Sergeant for a shift, they will be entitled to receive higher duties for that shift.
- 76.3 Where an employee of the rank of Sergeant is directed by an Inspector to perform the supervision duties of a Senior Sergeant they will be entitled to receive higher duties for that shift.
- 76.4 The employee will be paid at the first progression point attached to the first year of service in that higher rank or position.
- 76.5 Where the higher duties would cause a financial detriment the employee will continue to receive the same remuneration as their substantive position.
- 76.6 An employee entitled to be paid the higher duties allowance shall be paid on an hourly basis for the entire period higher duties are worked.
- 76.7 If an employee is absent from work, either on recreation, long service or personal/carer's leave, the leave shall not be deemed to interrupt the period of performance of higher duties if the employee returns to the same duties on the expiration of their leave.

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## **77. Accident Make Up Pay**

- 77.1 For the purpose of this clause ‘full pay’ means the employee’s ordinary rate of pay and includes any allowance which would ordinarily be payable in respect of every pay period per year.
- 77.2 An employee who is medically incapacitated for work due to a work related illness or injury and who has an accepted workers compensation claim is entitled to:
- (a) accident make up pay to their full pay for the first 52 weeks, or an aggregate of 261 days from the date of their incapacity; and
  - (b) other than for *Recruits* a further period of accident make up pay to 90% of their full pay payable for the period from 53 weeks to 104 weeks or an aggregate of 522 working days from the date of incapacity.
- 77.3 Payment under **sub-clause 77.2** will cease:
- (a) after 52 weeks or an aggregate of 261 days for *Recruits*, and after 104 weeks or an aggregate of 522 days from the date of incapacity for all other employees; or
  - (b) on the day which the employee is fit to resume pre-injury hours and duties and the employer provides such hours and duties; or
  - (c) on the date that the employee receives a disability benefit from either ESS or State Superannuation scheme.
- 77.4 If a settlement is received in a civil claim, which specifically compensates the employee for make-up payments, then the employee is obliged to refund make-up pay granted in accordance with **sub-clause 77.2** unless the employee is unable to do so due to circumstances beyond the employee’s control.
- 77.5 Where an employee has been in receipt of payments in respect of personal leave for a period where workers compensation becomes payable, the employee will be entitled to be paid at the rate applicable for personal leave until the date of acceptance or reactivation of the workers compensation claim.
- 77.6 Nothing in this clause derogates from an employee’s entitlements under the *Workplace Injury Rehabilitation and Compensation Act 2013*.

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## **78. Salary Packaging**

- 78.1 An employee may enter into a salary packaging arrangement with their employer to salary sacrifice remote area benefits, superannuation, lease of a motor vehicle, Qantas club membership or any other matter permitted by taxation law.
- 78.2 The employee will meet the full cost of any fringe benefit tax or similar tax introduced by the Government, where applicable. There will be no administrative charge for packaging superannuation contributions.
- 78.3 Participation in salary packaging will not affect salary for superannuation purposes or for any other purpose.
- 78.4 A salary packaging arrangement can be varied or terminated by the employee or the employer by providing four weeks written notice to the other party. The employer can only vary or terminate an arrangement if required by changes to relevant legislation.

## SHIFT RELATED ALLOWANCES AND PENALTIES

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### 79. Shift Allowances for Superintendents and below

- 79.1 Superintendents will only be entitled to the allowances in **sub-clauses 79.2 and 79.3** where they are rostered by the employer to perform duty.
- 79.2 Shift allowances will be paid for each rostered ordinary hour worked as follows:
- (a) An unsociable hours allowance will be paid at the rate of 18.5% of the employee's *ordinary hourly rate* for each hour worked between 1800 hours and 0100 hours on Monday to Friday;
  - (b) An intrusive hours allowance will be paid at the rate of 23.5% of the employee's *ordinary hourly rate* for each hour worked between 0100 hours and 0700 hours on Monday to Friday;
  - (c) A weekend allowance will be paid at the rate of 39.36% of the employee's *ordinary hourly rate* for each hour worked between 0700 hours and 1800 hours on a weekend and Christmas Day, Boxing Day, New Year's Day and Australia Day (or any substitute day);
  - (d) An unsociable weekend allowance will be paid at the rate of 45.22% of the employee's *ordinary hourly rate* for each hour worked between 1800 hours and 0100 hours on a weekend and Christmas Day, Boxing Day, New Year's Day and Australia Day (or any substitute day); and
  - (e) An intrusive weekend allowance will be paid at the rate of 57.76% of the employee's *ordinary hourly rate* for each hour worked between 0100 hours and 0700 hours on a weekend and Christmas Day, Boxing Day, New Year's Day and Australia Day (or any substitute day).
- 79.3 Where a rostered ordinary hour of work includes a period where an allowance would apply, that allowance will be paid for the whole hour.
- 79.4 Where a rostered ordinary hour of work is split across a period where different shift allowances are payable, the higher allowance will apply for the full hour.
- 

### 80. Excessive Night Work for Inspectors and below

- 80.1 An employee who is rostered by the employer to work night work in excess of seven occasions in any 28 day period must be paid *overtime/recall rate 1.5* for each hour of excessive night work.
- 80.2 Where an employee performs work attracting an excessive night work payment, the allowances will be paid as follows:
- (a) Where a weekend unsociable or weekend intrusive penalty is payable, the employee will receive both the excessive night work payment and the shift penalty.
  - (b) On any other occasion where a shift allowance is payable, the greater of the two allowances will be paid.
- 80.3 Where an employee receives an excessive night work payment for a shift, that shift will not count as a shift for the purpose of **sub-clause 80.1**.
- 80.4 An employee who performs work immediately prior to or immediately following any shift attracting excessive night work payment shall be entitled to payment of overtime as below:

- (a) Monday to Friday
    - (i) *Overtime/Recall rate 2.0* for each hour of overtime worked.
  - (b) Weekends and Public Holiday
    - (i) *Overtime/Recall rate 2.5* for each hour of overtime worked.
- 80.5 An employee who is in receipt of a one-member station allowance or commuted overtime allowance is not entitled to claim the rates under **sub-clause 80.4**.
- 

**81. Minimum Break Penalty for Inspectors and below**

- 81.1 Each rostered shift of ordinary hours should be separated by a break of a minimum of 10 hours.
- 81.2 To facilitate the operation of **sub-clause 81.1**, employees will be granted a night work recovery shift (as defined below) following a period of seven or more consecutive shifts of night work:
- (a) *night work recovery shift* means a period of 24 hours free from work from the conclusion of a night shift and before next commencing duty.
- 81.3 If an employee is required to work on a *night work recovery shift*, they will be paid as if recalled from a rest day as provided for in **clause 52** in addition to their ordinary pay.
- 81.4 If the employer and employee agree to work a pattern of night work other than seven consecutive shifts of night work, the *night work recovery shift* must attach to the longest continuous period of night work in that pattern. In this case, the employer will roster only one *night work recovery shift* in a 28 day period and will ensure recovery from other periods of night work by rostering the employee a 10-hour minimum break or a rest day.
- 81.5 Where an employee's rostered ordinary hours of work are not separated by a minimum break of 10 hours, the employee will be paid a minimum-break penalty of 25% of the employee's *base hourly rate of pay*, in addition to any other allowances payable. This will apply for the period from the commencement of the second shift of rostered ordinary hours of work, until 10 hours after the completion of the first period of rostered ordinary hours of work.
- 81.6 Where **sub-clause 81.5** applies and the employee continued to work or is recalled to work after the completion of their second rostered shift of ordinary hours, the employee must be paid at the following overtime rates in lieu of any other applicable allowance or payment (including the commuted overtime allowance and the one-member station allowance) until the employee has had 10 consecutive hours off work:
- (a) Monday to Friday
    - (i) *Overtime/Recall rate 2.0* for each hour of overtime performed.
  - (b) Weekends and Public Holidays
    - (i) *Overtime/Recall rate 2.5* for each hour of overtime performed.
- 81.7 Where an employee (excluding an employee in receipt of the commuted overtime allowance or a one-member station allowance) is recalled to duty and does not receive a continuous break of eight hours between rostered shifts, the employee will be paid for hours worked at *overtime/recall rate 2.0* in addition to their applicable allowances until the employee has had eight consecutive hours off work.

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## **82. Deferred Salary Scheme**

- 82.1 An employee may elect to receive, over a one, two, three or four year period, 80% of the salary they would otherwise be entitled to receive.
- 82.2 On completion of the nominated period, the employee will be entitled to leave in accordance with the table below and will receive an amount equal to 80% of the salary they were otherwise entitled to for the relevant period.

<b>Work Period (years)</b>	<b>Leave at 80% salary (weeks)</b>
One	13
Two	26
Three	39
Four	52

- 82.3 Where the employee completes a nominated period of deferred salary service and is not required to attend duty for the relevant leave period, the period of non-attendance shall not constitute a break in service and shall count as service on a pro-rata basis for all purposes.
- 82.4 An employee may withdraw from this scheme prior to completing the nominated period by written notice. Where the employee withdraws from this scheme or is terminated the employee will receive a lump sum payment of salary forgone to that time but will not be entitled to equivalent absence from duty.
- 82.5 The employer will ensure that the superannuation arrangements and taxation effects are fully explained to the employee. The employer will put any necessary arrangements into place.
- 82.6 The employee's request and the employer's response to a request made under **sub-clause 82.1** must be in writing.
- 82.7 The employer will provide the employee with a written response to such request as soon as practicable but no later than 21 days after the request is made.
- 82.8 The employer may refuse a request made in accordance with **sub-clause 82.1**, only on reasonable business grounds as described in **clause 14** and will include details for the refusal and any supporting materials used to refuse the request in the written response provided to the employee.

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## **83. Emergency Management**

- 83.1 A person appointed as a Municipal Emergency Response Coordinator shall be paid an annual allowance (**MERC allowance**) in accordance with **Schedule B** as compensation for the additional responsibilities of those positions including payment for any unplanned disturbance and after hours contact that arises as a result of the position they hold.
- 83.2 An employee in receipt of this allowance shall not be required to hold themselves in readiness to resume duty. Where the employer requires an employee to be available and capable of resuming duty the employee shall receive an availability allowance in accordance with **Part 10**.
- 83.3 Where an employee is recalled to duty they shall be entitled to payment in accordance with **Part 7**.



## PART 12 MEALS

Meal allowances entitlements are summarised in the table below:

MEAL TYPE	ELIGIBILITY	EXCEPTION	TIME OF ACCRUAL		
DAILY MEAL	Employee is required to perform duties that prevent them from returning to their usual place or places of work for a meal.	The employee will not be entitled to be paid a meal allowance where the employer provides the employee with an adequate meal or the employer has arranged in advance for the employee to have access to adequate meal preparation and storage facilities.	breakfast	0601-1200	
			lunch	1201-1800	
			dinner	1801-2400	
			night meal	0001-0600	
COURT MEAL	The employee is attending court or inquiries of a similar nature in an official capacity, and the employee cannot readily return to a station or their usual place of work.	An employee who works court orderly or prosecutions duties that are not unforeseen is not entitled to a meal allowance except where the employee does not have access to meal facilities in the court complex or at a police station within a reasonable proximity to the court	breakfast	0601-1200	
			lunch	1201-1800	
			dinner	1801-2400	
			night meal	0001-0600	
OVERNIGHT MEAL	An employee who travels in the course of their duty and is required by the employer to stay overnight is entitled to be paid a meal allowance.	If the employer provides adequate meals, the employee is not entitled to payment in relation to meals.	An employee is entitled to be paid an allowance for breakfast, lunch or dinner where the employee commences travelling earlier than or returns later than the following times:		
				Time of leaving	Time of returning
			breakfast	0700	0830
			lunch	1200	1400
			dinner	1800	1900

MEAL TYPE	ELIGIBILITY	EXCEPTION	TIME OF ACCRUAL									
CONTINUOUS OVERTIME MEAL	Where an employee performs continuous work for 2 hours in addition to their rostered shift they will be paid a meal allowance. The employee is entitled to a further meal allowance on completion of each additional period of 6 hours of work.	The meal allowance will not be payable where an adequate meal has been provided.	<table><tr><td>breakfast</td><td>0601-1200</td></tr><tr><td>lunch</td><td>1201-1800</td></tr><tr><td>dinner</td><td>1801-2400</td></tr><tr><td>night meal</td><td>0001-0600</td></tr></table>		breakfast	0601-1200	lunch	1201-1800	dinner	1801-2400	night meal	0001-0600
breakfast	0601-1200											
lunch	1201-1800											
dinner	1801-2400											
night meal	0001-0600											
NON-CONTINUOUS OVERTIME MEAL & REST DAYS	Where an employee performs overtime which is not continuous with their rostered shift, they will be paid a meal allowance after 6 hours of continuous work. The employee is entitled to a further meal allowance on completion of each additional period of 6 hours of work.	The meal allowance will not be payable where an adequate meal has been provided.	<table><tr><td>breakfast</td><td>0601-1200</td></tr><tr><td>lunch</td><td>1201-1800</td></tr><tr><td>dinner</td><td>1801-2400</td></tr><tr><td>night meal</td><td>0001-0600</td></tr></table>		breakfast	0601-1200	lunch	1201-1800	dinner	1801-2400	night meal	0001-0600
breakfast	0601-1200											
lunch	1201-1800											
dinner	1801-2400											
night meal	0001-0600											
RECALL MEAL & REST DAYS	Where an employee is recalled to work and required to remain at work for at least 6 hours they are entitled to a meal allowance. The employee is entitled to a meal allowance on completion of each additional period of 6 hours of work.		<table><tr><td>breakfast</td><td>0601-1200</td></tr><tr><td>lunch</td><td>1201-1800</td></tr><tr><td>dinner</td><td>1801-2400</td></tr><tr><td>night meal</td><td>0001-0600</td></tr></table>		breakfast	0601-1200	lunch	1201-1800	dinner	1801-2400	night meal	0001-0600
breakfast	0601-1200											
lunch	1201-1800											
dinner	1801-2400											
night meal	0001-0600											
OVERNIGHT COURSE AND CONFERENCE MEAL	An employee (excluding <i>Recruits</i> ) who attends an approved internal or external training course and is required to stay overnight is entitled to meal allowance	Where adequate meals are provided.										

#### 84. Meal Allowance in Respect of Overtime

- 84.1 Where an employee performs continuous work for two hours in addition to their rostered shift they will be paid a meal allowance. The employee is entitled to a further meal allowance on completion of each additional period of six hours of work. The rate of payment for the meal allowance will be in accordance with **Schedule C**.

- 84.2 Where an employee performs overtime which is not continuous with their rostered shift, they will be paid a meal allowance after six hours of continuous work. The employee is entitled to a further meal allowance on completion of each additional period of six hours of work. The rate of payment for the meal allowance will be in accordance with **Schedule C**.
- 84.3 There is no requirement to take a 30 minute break during the overtime period. Meals at post or taking a meal break after the overtime are available alternatives.
- 84.4 The meal allowance will not be payable where an adequate meal has been provided.
- 

**85. Meal Allowance in Respect of Recall to Work**

- 85.1 Where an employee is recalled to work and required to remain at work for at least six hours they are entitled to a meal allowance. The employee is entitled to a meal allowance on completion of each additional period of six hours of work. The rate of payment will be made in accordance with **sub-clause 86.4(a)**.
- 

**86. Daily Meal Allowances**

- 86.1 An employee is entitled to be paid a meal allowance in accordance with **sub-clause 86.4** at the rates specified in **Schedule C** where the employee is required to perform duties that prevent them from returning to their usual place or places of work for a meal.

- 86.2 The employee will not be entitled to be paid a meal allowance where:

- (a) the employer provides the employee with an adequate meal or the employer has arranged in advance for the employee to have access to adequate meal preparation and storage facilities; or
- (b) where the employee receives the disturbance allowance in accordance with **clause 192**.

**86.3 Attendance at Court**

- (a) An employee is entitled to be paid a meal allowance in accordance with **sub-clause 86.4** at the rates specified in **Schedule C** where the employee is attending Court or inquiries of a similar nature in an official capacity, and the employee cannot readily return to a station or their usual place of work for a meal.
- (b) However, an employee who works court orderly or prosecutions duties that are not unforeseen is not entitled to a meal allowance except where the employee does not have access to meal facilities in the Court complex or at a Police Station within a reasonable proximity to the Court.

**86.4 Rate of Payment**

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

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

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## PART 13 ALLOWANCES

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### 87. Eligibility for Accommodation, Meal, Incidental Expense and Travelling Allowances

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

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### 88. Overnight Meal and Accommodation Allowance

- 88.1 An employee who travels in the course of their duty and is required by the employer to stay overnight is entitled to be paid allowances for meals, accommodation and incidental expenses in accordance with **Schedule C**.
- 88.2 Where the employer is unable to provide adequate accommodation (i.e. of at least three star single motel room standard with private facilities) because of operational or special circumstances or the employee is required to share accommodation or facilities, with the exception of the Victoria Police Academy, they will be paid an inadequate accommodation allowance as prescribed in **Schedule C**.
- 88.3 Where the employer does not arrange accommodation for the employee and the employee incurs the cost of that accommodation, the employee will be entitled to be paid the amount prescribed against the item "bed" under the Expense Related Allowances column within **Schedule C**. To remove any doubt, the amount is not payable where the accommodation is arranged and paid by the employer but is not adequate. In that case, the inadequate accommodation allowance prescribed in **Schedule C** is payable.
- 88.4 An employee is entitled to be paid an allowance for breakfast, lunch or dinner where the employee commences travelling earlier than or returns later than the following times:

	Time of Leaving	Time of Returning
Breakfast	0700 hours	0830 hours
Lunch	1200 hours	1400 hours
Dinner	1800 hours	1900 hours

- 88.5 Payment of incidentals will only be made for each night of accommodation.
- 88.6 The employee will still be entitled to receive the incidentals portion of the allowance paid under **sub-clause 88.1** where:

- (a) the employer provides adequate accommodation (i.e. of at least three star single motel room standard with private facilities) and the employee is not entitled to payment of an allowance in relation to the accommodation provided; or
  - (b) the employer provides adequate meals, and the employee is not entitled to payment for an allowance in relation to the meals provided; or
  - (c) the employee travels by air, boat, rail or other facility, and/or sleeping accommodation is provided and charged for in the fare, and they are not entitled to receive the corresponding expenses prescribed in this clause.
- 

#### **89. Overnight Course and Conference Attendance**

- 89.1 Employees (other than *Recruits* undertaking training at the Academy) attending a course or conference in Victoria may be reimbursed the equivalent of a first class rail or a bus fare (whichever is the greater) to enable them to travel to and from their homes every *weekend* for the duration of the courses or conferences.
  - 89.2 For the avoidance of doubt, the employee will be entitled to all excess time and costs in accordance with **clause 102** for any travel to and from a course or conference in relation to the initial journey to the overnight course or conference and the return journey at the cessation of the course or conference.
  - 89.3 For any travel home during the course or conference, the employee will be entitled to first class rail or bus fare (whichever is the greater) in accordance with **sub-clause 89.1**.
  - 89.4 An employee (excluding *Recruits*) who attends an approved internal or external training course or conference and is required to stay overnight is entitled to be paid:
    - (a) an incidental allowance in accordance with **Schedule C**, where the cost of accommodation and meals is paid for by the employer; or
    - (b) Where adequate meals and/or accommodation are not provided, the meals and/or accommodation allowances as set out in **Schedule C**.
- 

#### **90. Overnight Attendance at School Camps or Similar Community Related Activities**

- 90.1 An employee involved in a school camp, or similar community related activities, shall be entitled to:
    - (a) Payment of an incidental allowance as specified in **Schedule C** for each overnight stay; and
    - (b) Four hours time off in lieu of all additional incidents of work for each night of stay in attendance at a school camp, or similar community related activities.
- 

#### **91. Temporary Work at Holiday Resorts**

- 91.1 An employee required by the employer to perform temporary work at holiday resort locations shall be paid accommodation, meals and incidental allowances in accordance with **Schedule C**.
- 91.2 An employee required by the employer to undertake temporary work at holiday resort locations and required to stay overnight will be eligible to claim for all kilometres in accordance with **clause 102** for travel from their permanent residence to the holiday resort location and return upon commencement and completion of the temporary assignment.

- 91.3 An employee required by the employer to perform temporary work at holiday resort locations and required to stay overnight will be eligible to claim time in lieu on an hour for hour basis for all excess travel time taken to travel to the holiday resort at the commencement of the temporary work and return at the completion of the temporary work. The method of calculating the excess travel time will be as prescribed in **clause 102**. The eligibility requirements of **sub-clause 102.1** do not apply.
- 

## **92. Mobile Police Station Allowance**

- 92.1 An employee who works their rostered hours of work, and is required to reside at a mobile police station, will during the period they are engaged for such work, receive the following for each day or part day:
- (a) where the mobile police station is fully equipped with bedding, cutlery, crockery and cooking utensils, an allowance at the rate specified in **Schedule C**; or
  - (b) where the mobile police station is not so equipped, an allowance at the rate specified in **Schedule C**.
- 

## **93. Camping Out Allowance**

- 93.1 An employee required to work where equipment for camping out purposes is required will receive, for each night, an all-inclusive allowance for accommodation and incidentals at the rate specified in **Schedule C**.
- 93.2 Employees not provided meals during the assignment shall be paid meal allowances in accordance with **Schedule C**.
- 

## **94. Standards of Travel**

- 94.1 An employee when required to travel by rail in the performance of work shall be entitled to travel first class.
- 94.2 An employee when authorised or required to travel by air in the performance of work shall travel economy class.
- 

## **95. Entitlements under Different Provisions**

- 95.1 Where an employee becomes entitled to more than one meal allowance under different provisions of this Agreement and the point of accrual for the allowances is separated by less than three hours, the employee will be paid the higher meal allowance only.
- 95.2 For the purpose of **sub-clause 95.1**, the Point of Accrual for meals payable under **clause 88** will be the time of returning as specified in **clause 88**.
- 95.3 For the purpose of **sub-clause 95.1**, the Point of Accrual for meals payable under **clause 84** will be the earliest time the entitlement accrues.
- 

## **96. Overseas Travelling Allowance**

- 96.1 An employee travelling overseas will be paid allowances in accordance with the Victorian Public Service Travel Policy.
- 96.2 Prior to the employee travelling, where in the opinion of the employer special circumstances

exist in respect of accommodation, meals, overtime, incidental expenses and travel, for which provision is not made in this Agreement, the employer may pay such allowances as it considers are reasonable under the circumstances.

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**97. Use of Private Motor Vehicle**

- 97.1 An employee who has been granted prior approval by the employer, and is required to use a private motor car, motor cycle or bicycle in the course of the employee's duties is entitled to be paid at the rates specified in **Schedule C**.
- 97.2 An employee who has prior approval and is required by the employer to use their private vehicle on police duty shall be entitled to:
- (a) payment for the kilometres from their place of employment when on duty as specified in **Schedule C**; and
  - (b) payment for up to a maximum of 10 kilometres in total to/from where their car is garaged to/from their place of employment; or
  - (c) in lieu of payment specified in **sub-clauses 97.2(a) or 97.2(b)**, where an employee commences or ceases duty away from their usual place of employment, an employee will be entitled to payment up to 10 kilometres in total for travel to/from where their car is garaged to/from where their duty commences and or ceases.
- 

**98. Carriage of Bulky Equipment in a Private Vehicle**

- 98.1 The transport and carriage of an employee's bulky Victoria Police issued equipment should, where practicable, be undertaken during their ordinary hours of work. Bulky equipment includes, but is not limited to, IOEVs and equipment belts.
- 98.2 If an employee is required to commence their next immediate shift at an alternative work location, where practicable, the employer will make arrangements to transport their bulky equipment prior to their arrival at the new location. Where such arrangements are not practicable, time spent transporting bulky equipment issued by Victoria Police within a private vehicle from one work location to another will be considered time worked.
- 98.3 The travel costs associated with the use of a private vehicle do not apply to **sub-clause 98.2** unless the eligibility for excess travel applies as per **clause 102**.
- 98.4 **Sub-clause 98.2** does not apply to an employee undertaking Operational Safety and Tactics Training.
- 

**99. Reimbursement of Driver's Licence Fees**

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

**100. Reimbursement of Telephone Service for One-Member Stations**

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

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**101. Out of Pocket Expenses**

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

**102. Excess Travel Time and Costs**

- 102.1 An employee is considered to have undertaken excess travel where required to undertake duty:
- (a) beyond 45 minutes (one way) from their usual station or place of permanent employment; or
  - (b) beyond 90 minutes (one way) travel by motor vehicle from the employee's usual place of residence.
- 102.2 Where the employer requires an employee to undertake the duties referred to in **sub-clause 102.1**, where practicable the employer will provide notice of the duties in accordance with the posting of rosters contained within **clause 36**.
- 102.3 Entitlements
- (a) An employee directed to perform temporary duty at another work location, or who is required to attend a training course requiring excess travel is entitled to be paid for excess travel time and excess travel costs in accordance with this clause.
  - (b) An employee who voluntarily (i.e. at their own initiative) seeks temporary relocation to a new work location does not have an entitlement to claim excess travel time and excess travel costs. Responding to an advertised temporary position or an education/training opportunity is considered to be voluntary for the purpose of this clause.
- 102.4 Computation of Excess Travel Time
- (a) Time travelled will, on all occasions, be measured using Google Maps.
  - (b) An employee who undertakes excess travel shall be paid for all time in excess of the normal time taken to travel from their usual place of residence to their usual place of employment.
  - (c) All excess travel time (minute by minute) undertaken by the employee shall be paid at the employee's *ordinary hourly rate of pay*.
  - (d) The employee may elect to have the equivalent amount of time off in lieu of payment under this clause.
- 102.5 Computation of Excess Travel Costs
- (a) An employee who undertakes excess travel shall be paid for travel costs in excess of the normal costs of travel from their usual place of residence to their usual place of employment in accordance with this clause.
  - (b) For the purpose of excess travel, the following modes of transport apply:
    - (i) The employer may supply the employee with a vehicle; or
    - (ii) The employee may utilise public transport which includes a rail, bus or air service and where necessary, a taxi service from the end point of a single journey on a single mode of public transport to the temporary work location or training venue; or
    - (iii) The employee may use their own private motor vehicle.



- (c) The modes of transport specified in **sub-clause 102.5(b)** apply in the following circumstances:
- (i) Where the employer makes a decision to approve training or work at a temporary work location, and the employee is not provided with or offered the use of a vehicle and a single journey on a single rail, bus or air service is not reasonably available for the employee to use (with a taxi fare provided, where necessary, from the end point of the single mode of transport to the temporary work location or training venue) the employee may elect to use their own private motor vehicle and will be reimbursed for kilometres in accordance with **Schedule C**.
  - (ii) Where the employee is provided a vehicle in accordance with **sub-clause 102.5(b)(i)**, no reimbursement for excess travel costs will be paid to the employee.
  - (iii) Where the employee is offered a vehicle in accordance with **sub-clause 102.5(b)(i)** but does not take the option of using that vehicle for the journey, no reimbursement for excess travel costs will be paid to the employee.
  - (iv) Where there is a single journey on a single rail, bus or air service which is reasonably available for the employee to use (with a taxi fare provided, where necessary, from the end point of the single mode of transport to the temporary work location or training venue), and the employee elects not to use that form of transport, the employee will not be reimbursed for kilometres and will be entitled to payment to the value of a first class rail or bus fare, or an economy class airfare and a taxi fare where necessary.
  - (v) Where an employee utilises a single rail, bus or air service and/or a taxi, and the employee has paid for these services, the employee will be reimbursed for the cost of these services. For the purpose of a bus or rail fare, the employee may be reimbursed up to the equivalent of a first class travel and for the purpose of an airfare the employee may be reimbursed up to the equivalent of an economy class airfare.
- (d) Where an *Officer* has provided the employee with prior authorisation to use their own private motor vehicle for the journey, kilometre rates will be paid in accordance with **Schedule C**.
- (e) Kilometre rates are payable for each kilometre of travel in excess of that normally travelled from the employee's usual place of residence to their usual place of employment.

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### **103. Remote Allowance**

- 103.1 An employee appointed to or required to work at any of the stations specified in **sub-clause 103.2**, and whilst performing work at that station, will be paid an allowance at the appropriate rate set out in **Schedule C**. This allowance will be pro rated where an employee is appointed to, or required to work at one of those locations for part of a year.
- 103.2 Apsley, Bendoc, Beulah, Birchip, Buchan, Cann River, Corryong, Culgoa, Dimboola, Edenhope, Goroke, Harrow, Hopetoun, Jeparit, Kaniva, Mallacoota, Manangatang, Murrayville, Nhill, Omeo, Orbost, Ouyen, Piangil, Rainbow, Robinvale, Sea Lake, Speed, Swifts Creek, Underbool, Walwa, Warracknabeal, Woods Point, Woomelang.

## **CLOTHING ALLOWANCES**

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### **104. Uniform Allowance**

- 104.1 An employee, required by the employer, to have and maintain a uniform shall be paid an annual allowance as specified in **Schedule C**.
- 104.2 Where an employee reasonably requires alteration to a uniform provided by the employer, the employer will reimburse the employee the costs of that alteration.
- 104.3 Where an employer cannot provide an employee with a uniform that is fit for purpose the employee shall be entitled to payment of the daily Civilian Clothing allowance as specified in **Schedule C**.
- 104.4 An employee is not able to be in receipt of an annual uniform clothing allowance and an annual civilian clothing allowance at the same time.
- 104.5 In addition to the allowance prescribed in **sub-clause 104.1**, a Shrine Guard will be entitled to an annual allowance in accordance with **Schedule C**, to maintain their ceremonial uniform for ceremonial duties or ceremonial drill training.
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### **105. Civilian Clothing Allowance**

- 105.1 An employee (excluding a *Recruit*) required to work in civilian clothes shall be paid an annual allowance as specified in **Schedule C**.
- 105.2 An employee who is required by the employer to have and maintain a uniform and is directed from time to time to work in civilian clothes will be paid a daily allowance as specified in **Schedule C** for each day of such work.
- 105.3 An employee is not able to be in receipt of an annual uniform clothing allowance and an annual civilian clothing allowance at the same time.
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## **RELOCATION EXPENSES AND ALLOWANCES**

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### **106. Permanent Relocation of Work Function**

- 106.1 Where the employer transfers a work function from one physical location to another on an ongoing basis and as a consequence an employee is required to change their usual place of work an employee will be entitled to a once only allowance as prescribed in **Schedule C** in compensation for all disturbances associated with the change of usual place of work.
- 106.2 The allowance will be paid on the following basis:
- (a) an allowance in accordance with **sub-clause 106.1** for the first 30 minutes (or part thereof) of additional total daily travel time required or 30 kilometres (or part thereof) of additional daily distance; and
  - (b) a further equivalent allowance in accordance with **sub-clause 106.1** for each additional 30 minutes or 30 kilometres (or part thereof).
- 106.3 An exception to this is that no such allowance will be paid where the total additional distance to be travelled is ten kilometres or under.
- 106.4 For the purpose of calculating distance and time under this clause, Google Maps is used calculated on a Wednesday at 8am taking the quickest route that excludes tolls.

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**107. Employees Assigned to a Position under the Process Agreed in Clause 18**

- 107.1 Where an employee on appointment, during probation or on confirmation to Victoria Police is assigned to a position under the process agreed in **clause 18**, in addition to any entitlements under **sub-clause 108.6**, the employee will be entitled to reimbursement of sale and purchase costs as specified in **clause 108**.

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**108. Relocation Expenses as a Result of Transfer or Relocation of Workplace**

***Eligibility Requirements***

- 108.1 An employee who because of:
- (a) transfer from one position to another;
  - (b) relocation of the employee's workplace; and
- in the opinion of the employer, is reasonably required to change an ordinary place of residence, is entitled to relocation expenses in accordance with the provisions of this clause.
- 108.2 An employee who has been required to vacate a 'required to occupy' residence shall be covered by the provisions of this clause as if such employee transferred from one position to another.
- 108.3 Where the employee's partner receives any reimbursement for the costs associated with the sale or purchase of a residence for which an application is made under this clause, the employer will reduce the amount that the employee is entitled to accordingly.
- 108.4 Where an employee is transferred to a new position, and:
- (a) is required to occupy a police residence; or
  - (b) is transferred for a specified term on the basis that at the conclusion of that term the employee will be further transferred to another position,
- then the employee may, at the time of commencing work in accordance with this clause, inform the employer in writing of an election to defer entitlements under this clause.
- 108.5 Where the employee so elects to defer entitlements in accordance with **sub-clause 108.4** then the relevant periods for sale and/or purchase, as the case may be, will commence on the day on which the employee is no longer required to occupy a police residence, or is transferred to another position but not for a specified term or is no longer subject to transfer for a specified term, as the case may be.

***General Expenses***

- 108.6 An employee who meets the eligibility requirements will be reimbursed:
- (a) On no more than one occasion, the actual reasonable and necessary costs of accommodation and meal costs incurred whilst travelling to inspect suitable accommodation at the new work location;
  - (b) The actual reasonable and necessary costs of conveyance of an employee, and the employee's *substantially dependent* partner and/or *substantially dependent* children;
  - (c) The actual reasonable and necessary costs of conveyance of an employee's furniture and personal effects including comprehensive insurance cover whilst in transit;
  - (d) Where the employer is satisfied that an employee has suffered loss through accelerated depreciation and wear and tear on furniture and effects and/or has incurred cost in

replacing or altering floor coverings, curtains and blinds as a result of removal,  
reimbursement for accelerated depreciation in accordance with **Schedule C**.

***Costs associated with the sale of a residential property***

- 108.7 An employee must have ordinarily occupied the residence being sold at the old location to be eligible to claim for costs associated with the sale of a residential property. Residence will include land on which an employee was building a permanent residence at the time of transfer.
- 108.8 The reimbursement of sale costs is not dependent on the purchase of a residence at a new location. An employee is only required to reside at the new location for reimbursement of sale costs.
- 108.9 The employee must sell or enter into a contract to sell the prior occupied residence within two *years* from the date of notification of the transfer in the Police Gazette.
- 108.10 Where an employee did not ordinarily occupy an owned property prior to notification of transfer in the Police Gazette, but had contracted to purchase a residence, or contracted to build, or commenced to build a residence, they will be entitled to claim costs associated with the sale of the residence.
- 108.11 Reimbursement of sale costs shall be subject to all expenses associated with the sale of the property up to a maximum price as specified in **Schedule C** (excluding the value of the chattels) and a first mortgage not in excess of the amount specified in **Schedule C**.
- 108.12 The costs associated with the sale of a residential property in which the employee ordinarily occupied immediately prior to notification in the Police Gazette of the transfer including:
- (a) Professional costs and disbursements paid to a solicitor;
  - (b) The commission paid to an estate agent;
  - (c) Reasonable advertising charges;
  - (d) Other reasonable costs (including but not limited to registration fees on discharge of mortgages, settlement fees etc.)
- 108.13 An employee transferred to a new position who contracts to sell the residence ordinarily occupied by the employee at the former position, after the notification in the Police Gazette of the employee's transfer back to the former position, will not be entitled to reimbursement in respect of costs associated with the sale of that residence.

***Costs associated with the purchase of a residential property***

- 108.14 An employee will not be reimbursed purchase costs until they have sold the residence at the old location and received reimbursement for sale costs as specified in **sub-clauses 108.11 and 108.12**. This provision does not apply to employees who are vacating a required to occupy residence.
- 108.15 The employee must purchase or enter into a contract to purchase a residence, land on which to build a residence, or build a residence within four *years* from the date of notification of transfer in the Police Gazette.
- 108.16 An employee may be reimbursed the costs associated with the purchase of a residence for an employee's permanent occupation at the new location, up to a maximum price as specified in **Schedule C** including:
- (a) Professional costs and disbursements paid to a solicitor; and

- (b) All other costs incurred (including but not limited to stamp duty and registration fees on the transfer and any mortgages, valuation fees but not a procuration fee associated with a mortgage).
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#### **109. Living Away from Home Allowance**

109.1 For the purpose of this clause, *dependent* means:

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

109.2 A living away from home allowance is payable upon commencement or transfer for living away from a dependent.

109.3 Employees must demonstrate:

- (a) the employee has made reasonable efforts to find suitable accommodation, having regard to availability, size or standard of accommodation for themselves and their family prior to the employee commencing work in their new location and has failed; and
- (b) the employee has consulted and advised the employer prior to commencement at their new location that they have been unable to find accommodation for themselves and their family, and are therefore required to temporarily live apart from their family upon their commencement in the new location; and
- (c) the employee continues to make reasonable efforts to find accommodation after they transfer to their new location.

109.4 If the employee is undertaking their training period **sub-clause 109.3** compliance is not required.

109.5 Reimbursement of the actual costs of meals and accommodation etc. is limited to a weekly maximum as prescribed in **Schedule C** for up to 12 months after the transfer or commencement, inclusive of any period as a *Recruit*.

109.6 An employee in receipt of the living away from home allowance will not be entitled to travelling expenses under **clauses 88 and 102** for such living away. If the employee travels on duty from the place at which the employee is living away, they will be paid the appropriate travelling allowance for such travel, in addition to the living away from home allowance. Where the employee is absent on duty travelling for one week or more from the place at which they are living, the living away from home allowance will cease to be paid.

109.7 An employee in receipt of the living away from home allowance who is on leave for less than one week shall continue to be paid such allowance. An employee on leave for one week or more will not be paid the living away from home allowance.

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#### **110. Relocation Expenses on Retirement**

110.1 The provisions of this clause only apply to employees who have age retired (where the employee is 50 years of age or over) or where the employee has had 30 years of service; or has retired on grounds of ill health.

110.2 An employee, on retirement, will be provided with a first class rail fare for themselves and

their dependent as defined in **clause 109** to take up permanent residence after retirement to a different part of the State from the residence occupied by the employee prior to retirement.

- 110.3 An employee, who immediately prior to retirement is in a 'required to occupy' position and prior to that owned a residence in Victoria that they do not intend on residing in after retirement, the employee will be paid sale and purchase costs subject to **sub-clause 108.4**.
- 110.4 Where employees use their own motor car for such purposes for themselves and their dependents as defined in **clause 109**, they will be paid the equivalent of the first class rail fares or kilometre rates (as per **sub-clause 97.1**); whichever amount is the lesser for such journey. In addition they will be entitled to have their furniture and effects transported to the new permanent residence at the reasonable expense of the employer and an entitlement to accelerated depreciation in accordance with **sub-clause 108.6(d)**.
- 110.5 Where a retiring employee intends making their permanent residence outside the State of Victoria, the employee is entitled to be paid the relocation expenses to the Victorian border only for themselves and their dependents as defined in **clause 109**.

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#### **111. Disputes in Relation to Relocation Expenses**

- 111.1 Any dispute or disagreement arising in relation to relocation, relocation expenses or allowances shall be dealt in accordance with the Dispute Resolution procedure set out in **clause 10** of this Agreement.
- 111.2 Subject to compliance with the Dispute Resolution procedure set out in **clause 10** of this Agreement, where a dispute occurs in relation to relocation or relocation expenses the matter may be referred to the Fair Work Commission for a decision in relation to:
- (a) whether the employee was reasonably required to change their ordinary place of residence; or
  - (b) the quantum of reimbursement for accelerated depreciation allowed by the employer; or
  - (c) any special circumstances not provided for in this Agreement and where no agreement can be reached.

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#### **112. Language Allowance**

- 112.1 Where the employer requests an employee to, in addition to their normal duties, use their accredited skills as a language aide in a second language from the National Accreditation Authority for Translators and Interpreters to assist members of the public who have a low proficiency in English, the employee will be paid an annual allowance in accordance with **Schedule B**.

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### **PART 14 PERSONAL AND CARER'S LEAVE**

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#### **113. Accrual of Paid Personal/Carer's Leave**

- 113.1 For the purposes of accruing paid personal/carers' leave "service" includes any periods of absence on paid leave.
- 113.2 Periods of leave without pay will not count as service for the purposes of accruing paid personal/carers' leave except for periods of unpaid leave of up to six months that are taken in the first 52 weeks of parental leave.

- 113.3 A *Recruit* will be granted an entitlement of 5.85 hours of personal/carer's leave for each completed four week period, or part thereof, of the initial training period. This entitlement accrues progressively during their period of service as a Recruit according to their ordinary hours of work.
- 113.4 Upon completion of the initial training period, an employee will be entitled to 228 hours of personal/carer's leave. This entitlement is granted in advance and applies to the employee's first two years of service after completion of the initial training period.
- 113.5 In the event that **sub-clause 113.3** and **sub-clause 113.4** do not apply, the employee, upon appointment, will be granted an entitlement to 228 hours of personal/carer's leave in respect to the employee's first two years of service.
- 113.6 A further entitlement to 114 hours of personal/carer's leave will be credited to the employee on completion of two years of service (excluding the training period) and for each year of service thereafter.
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#### **114. Eligibility to Take Paid Personal/Carer's Leave**

- 114.1 An employee may take personal/carer's leave in accordance with **clause 115** and **clause 116** if the leave is taken because:
- (a) the employee is not fit for work because of a personal illness or injury; or
  - (b) to provide care or support to a member of the employee's *immediate family* or household because of a personal illness or injury affecting the immediate family member or household member; or
  - (c) to provide care or support to a member of the employee's *immediate family* or household because of an unexpected emergency affecting the immediate family member or household member.
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#### **115. Scope of Personal/Carer's Leave**

- 115.1 An employee will not be granted personal/carer's leave for a period during which they are absent from work because of an illness or injury for which they are receiving compensation payable under any Accident Compensation legislation.
- 115.2 An employee who has been on continuous personal leave for 52 weeks will only be entitled to take further personal leave:
- (a) in respect to a different illness or injury to that which resulted in the 52 weeks continuous personal leave; or
  - (b) where they have returned for 20 consecutive rostered days exclusive of rest days; or
  - (c) where they are on an approved return to work plan, have attended work on 20 consecutive occasions in accordance with that plan and are reasonably expected to return to pre-injury hours within the following three months. If the employee has not returned to pre-injury hours after the three months the period may be extended.
- 115.3 Notwithstanding **sub-clause 115.2(c)** above, the employee may be granted approval to take or continue taking personal leave at the employer's discretion.
- 115.4 Once the employee has exhausted their entitlement to paid personal carer's leave, the employee will be entitled to up to two days' unpaid carer's leave for each occasion where a

member of the employee's *immediate family* or household requires care or support because of illness, injury or an unexpected emergency.

- 115.5 An employee will only be granted unpaid carer's leave if the employee complies with the notification and evidentiary requirements contained in **clause 116**.
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## **116. Notification and Documentary Requirements**

- 116.1 This clause applies for the notification and documentation requirements contained in **clause 114** and **clause 115**.

### ***Notification***

- 116.2 An employee seeking to take personal/carer's leave must notify the employer of their inability to attend for work as soon as is reasonably practicable, preferably before the commencement of their next shift. However, an employee who is unable to notify the employer due to circumstances beyond their control will be exempted from this requirement.

### ***Documentation***

- 116.3 An employee will not be required to provide a medical certificate or a statutory declaration in respect to personal/carer's leave for an absence of up to three consecutive rostered shifts.
- 116.4 An employee must provide a medical certificate from a *Registered Health Practitioner* on any occasion they claim personal/carer's leave for a period of more than three consecutive rostered shifts.
- 116.5 In any year of service, an employee is entitled to take a total of 38 hours' paid personal/carer's leave without a medical certificate. The employee must provide a medical certificate for any further periods of personal/carer's leave taken in that same year of service.

### ***Medical Certificate***

- 116.6 The medical certificate must not be in respect of a period exceeding 28 days.
- 116.7 In the case of illness or injury affecting the employee, the medical certificate must state that, in the *Registered Health Practitioner's* opinion, the employee is unfit for work because of illness or injury.
- 116.8 In the case of carer responsibilities, the medical certificate must state that, in the opinion of the *Registered Health Practitioner* treating the person requiring care, the employee requires carer's leave.

### ***Statutory Declaration***

- 116.9 Where it is not reasonably practicable for the employee to provide the employer a medical certificate, the employee may provide a statutory declaration.
- 116.10 A statutory declaration for the purpose of **sub-clause 116.9** must state that the employee is unfit for work because of a personal illness or injury, or an illness or injury to a member of the employee's *immediate family* or household or an unexpected emergency affecting a member of their immediate family or household.
- 116.11 In respect to all personal leave an employee will not be required to provide a medical certificate or a statutory declaration form for an absence of up to three consecutive days.



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#### **117. Interaction of Personal/Carer's Leave with Other Leave**

- 117.1 Where an employee is on any form of paid leave or TOIL, and the employee becomes eligible to take personal/carers' leave in accordance with **clause 114**, they will be entitled to take any accrued personal/carers' leave and have the relevant period of paid leave or TOIL re-credited.
- 117.2 An entitlement under this clause will only apply where the employee complies with the notification and evidentiary requirements contained in **clause 116**.

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#### **118. Special Sick Leave**

- 118.1 The employer may grant paid special sick leave for a period of no more than three *months* in cases of serious illness or other justifiable cause on the recommendation of the Police Medical Officer or registered medical practitioner.
- 118.2 Paid special sick leave will be granted at the employer's discretion.

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#### **119. Portability of Personal/Carer's Leave**

- 119.1 An employee appointed on or after 1 December 2019 who has been employed by another organisation named in **sub-clause 119.2** and the break between periods of service has been no more than 12 months, may apply for recognition of prior service for personal leave purposes.
- 119.2 The following services will be recognised as service for determining an employee's personal leave accruals:
- (a) a police force or service in any State, Commonwealth or Territory of Australia; or
  - (b) the Australian Defence Force.
- 119.3 Service with a named organisation in **sub-clause 119.2** which proceeds a break longer than 12 months but less than two years following resignation, may be approved recognised service for the purpose of this clause where the resignation occurred through special circumstances.
- 119.4 An employee must make an application within six months of appointment to Victoria Police.
- 119.5 An employee applying for portability of personal leave under this clause must provide the employer a full-service history from the previous employer/s along with evidence of personal leave accruals at the completion of their service.

#### **OTHER PERSONAL LEAVE**

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#### **120. Compassionate Leave**

- 120.1 Employees will be entitled to three days paid compassionate leave for each occasion where a member of their immediate family or household:
- (a) contracts or develops, or is diagnosed with an illness or injury that poses a serious threat to their life; or
  - (b) sustains an injury that poses a serious threat to their life; or
  - (c) has passed away.
- 120.2 Such leave may be taken in a continuous period of up to three days, or in any separate

periods by agreement.

- 120.3 The employer may grant additional leave with or without pay where having regard to the circumstances, it considers that the paid leave entitlement is inadequate.
- 120.4 Leave granted under this provision will count as service for the purpose of accruing recreation, personal/carer's and long service leave.
- 120.5 An employee who becomes eligible for compassionate leave under the provisions of this clause whilst on any form of paid leave or TOIL, will be able to access the compassionate leave entitlement and have the relevant period of paid leave or TOIL re-credited.

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**121. Infectious and Contagious Diseases Leave**

- 121.1 The employer may grant an employee additional leave where the employee's personal/carer's leave entitlements have been exhausted, and:
- (a) the employee is unable to attend work due to either contracting an infectious and contagious disease, or being quarantined for an infectious and contagious disease; and
  - (b) a *Registered Medical Practitioner* has deemed the disease to be a Group A or Group B notifiable disease in accordance with the *Public Health and Wellbeing Regulations 2009*.
- 121.2 Notwithstanding **sub-clause 121.1**, where the employer reasonably believes that the employee is in such a state of health as to render the employee a danger to any other person in the normal course of their duties, the employer will require the employee to absent them self from the workplace until the employee provides a clearance from a *Registered Medical Practitioner* or the Police Medical Officer.
- 121.3 Leave granted in accordance with **sub-clause 121.1** will be paid unless the employee fails to report the fact that the employee has contracted an infectious and contagious disease.
- 121.4 In addition to **sub-clause 121.1**, where an employee is certified by a *Registered Medical Practitioner* to be suffering from poliomyelitis or the effects thereof, and to be unfit for work, leave of absence may be granted by the employer for six months on full pay and three months on half pay. Leave granted for this purpose, which is in excess of the amount currently available in the employee's credit, shall not be regarded as a debit. On resumption of work the employee shall be entitled to a total initial credit of not less than 15 days.
- 121.5 In addition to **sub-clause 121.1**, where an employee who is certified by a *Registered Medical Practitioner* to be suffering from pulmonary tuberculosis, where it is likely to be curable, may be granted 12 months leave of absence on full pay. Such leave may be conditional on the employee undergoing treatment in a specified health care facility when so recommended by the Police Medical Officer. Leave granted for this purpose, which is in excess of the amount currently available in the employee's credit, shall not be regarded as a debit. If, in the opinion of the Police Medical Officer, the disease is curable but the employee is not able to return to work and will require further treatment, further leave may be granted on such terms and conditions as the employer may determine.

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

- 122.1 An employee will be entitled to paid leave on account of being an organ or bone marrow donor.
- 122.2 Where the employee intends to take leave in accordance with **sub-clause 122.1**, the

employee must provide the employer with a medical certificate from a *Registered Medical Practitioner*.

122.3 The maximum amount of time that will be allowable for organ donation leave under **this clause** is six weeks, and the maximum amount of time allowable for bone marrow leave is one week.

122.4 Leave granted under this clause will count as service for all purposes.

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### **123. Defence Force Reserve Sick Leave**

123.1 Any employee who is required to render service with Defence Reserves, and who, while so serving sustains injury or contracts illness necessitating their absence from work beyond the period of leave granted by the employer under the provisions of the VP Act, may be granted additional personal leave on the following terms:

- (a) If compensation is not paid to the employee by the appropriate Commonwealth Department in respect of such absence the leave may be granted as additional paid personal leave.
  - (b) If compensation is paid and is equal to or exceeds the amount of pay which the employee would have received had they been granted personal leave, the personal leave shall be granted without pay.
  - (c) If compensation is paid, and is less than the amount of pay which the employee would have received had they been granted personal leave, they may be paid an amount equal to the difference, and their personal leave credit reduced as if they had been granted personal leave for such a number of days as is appropriate to the amount of the difference.
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### **124. Military/Overseas Service Special Sick Leave**

124.1 Where an employee with at least six months paid continuous service has an illness that is directly attributable to or aggravated by military/overseas service, the employee will be credited with 114 hours of paid military/overseas service special sick leave for each year of service with the employer from the conclusion of the employee's military/overseas service.

124.2 An employee seeking military/overseas service special sick leave must provide evidence that would satisfy a reasonable person of the existence of the illness and its relationship to the employee's military/overseas service.

124.3 Notwithstanding **sub-clause 124.2**, the employer may require further evidence from a *Registered Medical Practitioner*.

124.4 Military/overseas service special sick leave is cumulative up to a maximum of 760 hours and is in addition to paid personal/carer's leave granted under **clause 113**. Military/overseas service special sick leave will not be paid out on termination of employment.

124.5 For each period of military/overseas service special sick leave, the employee must satisfy the same evidentiary requirements as specified in **clause 116**.

124.6 For the purposes of this clause, military/overseas service means operational service, peacekeeping service, or hazardous service recognised under the *Veteran's Entitlements Act 1986*.

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## **125. Fitness for Work**

- 125.1 Work related medical incapacitation means a work related illness or injury where the employee's workers compensation claim has been accepted. These provisions operate in conjunction with any rights and obligations of employees and the employer under Victorian workers' compensation legislation. Non-work related medical incapacitation includes all non-work related illness or injury, as well as non-accepted and/or terminated workers' compensation claims.
- 125.2 An employee may be directed by the Chief Commissioner to attend for medical examination(s) by the Police Medical Officer to assess their fitness for work where:
- (a) the employee has been on personal leave for personal illness for at least 28 days and provides a medical certificate indicating an ongoing incapacity for the duties of their position; or
  - (b) the employee provides a medical certificate (Certificate of capacity) indicating a permanent and/or ongoing incapacity to perform the duties of their position; or
  - (c) the employee fails to attain mandatory qualifications for the position they own because of a verified medical condition; or
  - (d) the employee indicates a severe or chronic medical related condition as a result of the Victoria Police mandatory physical fitness assessment process; or
  - (e) on reasonable grounds, the employer has genuine concerns about the employee's capacity to undertake the duties of their position.
- 125.3 Employees directed to attend the Police Medical Officer under **sub-clause 125.2** will be reimbursed reasonable costs associated with attending the medical examination(s). Where the Police Medical Officer requires any treatments, reports, tests or procedures over and above those required by the employee's medical practitioner, those costs will be borne by the employer.
- 125.4 When directed to attend the Police Medical Officer, the employee will be advised, by their management, of the reasons for the referral and be supplied with all related documentation including all written material and notes of telephone calls regarding the referral. Where the employee requests, management will meet with the employee to provide reasons for the direction to attend the Police Medical Officer and the related documentation.
- 125.5 Where there is no response by an employee to a direction to attend the Police Medical Officer it will be considered as a "refusal to attend the Police Medical Officer".
- 125.6 Where non-attendance at the Police Medical Officer is supported by a medical certificate, the employee is required within 30 days of the original scheduled Police Medical Officer appointment to make a new appointment with the Police Medical Officer.
- 125.7 Where the Police Medical Officer examines the employee and believes that the employee requires extra time before commencing a return to work plan or requires an extension to the current return to work plan, a review appointment will be made with the Police Medical Officer before making any recommendations to the employer regarding appropriate duties.
- 125.8 The Police Medical Officer will examine the employee and make a recommendation as to whether the employee:
- (a) can return to the full duties of their current position; or

- (b) can return to duty, but with medical limitations or restrictions as prescribed; or
  - (c) cannot return to any duties at the current time and/or likely to continue indefinitely to have no work capacity.
- 125.9 Employees will only be assigned duties consistent with the Police Medical Officer's recommendation, including any medical limitations or restrictions, for the employee. This may include returning to full duties in the employee's current position or any other position within Victoria Police.
- 125.10 On receipt of the recommendations of the Police Medical Officer Victoria Police will first assess whether the employee's limitations or restrictions (if any) can, where practicable, be accommodated through modifying the duties performed by the employee in their current position.
- 125.11 If an employee's medical limitations or restrictions cannot be accommodated in the employee's current position, Victoria Police will attempt to identify, as far as practicable, an alternative position which can accommodate the employee's medical limitations or restrictions.
- 125.12 An employee may be required to attend a further medical assessment/s by the Police Medical Officer if notified of such by the Police Medical Officer at the start of their employment.
- 125.13 Where the opinions of the Police Medical Officer and the employee's medical practitioner conflict as to the employee's capacity for duty, the Police Medical Officer must review their opinion. In the event that the Police Medical Officer maintains their opinion, the employee may elect to be referred to a 'suitable *Registered Medical Practitioner*' from the agreed independent list. Referral to a particular medical practitioner within the specialty will be based upon the cab rank principle. The Police Medical Officer and the employee's medical practitioner may provide medical reports to the registered medical practitioner. The medical practitioner will provide the final medical advice in accordance with the criteria contained in **sub-clause 125.8**.
- 125.14 A 'suitable *Registered Medical Practitioner*' must be an independent specialist in the field of expertise relevant to the employee's medical limitations or restrictions.
- 125.15 Where an employee refuses to attend a medical examination by either the Police Medical Officer or a nominated 'suitable *Registered Medical Practitioner*' or, following an assessment, refuses to return to duty or transfer to another position, then:
- (a) in the case of a work related illness or injury, the employee's accident make up pay will cease and the employee will not be entitled to personal/carers leave; or
  - (b) in the case of a non-work related illness or injury the employee's personal/carers leave will cease; and
  - (c) the employee will be considered to have withdrawn their services.
- 125.16 Where it is identified that the employee cannot return to their substantive position the employer will attempt to identify a suitable position in accordance with **clause 23**.
- 125.17 On the provision of 21 days' notice the employee may be discharged on medical grounds, subject to Victorian workers' compensation legislation where any one of the following paragraphs (a)-(c) apply:
- (a) an employee is found to be unfit for all duties in Victoria Police and is likely to continue indefinitely to have no work capacity;

- (b) in the case of a work related injury:
  - (i) the employer is unable to provide duties that comply with the stated medical limitations or restrictions; and
  - (ii) the medical limitations or restrictions and the inability to provide duties are likely to continue indefinitely; and
  - (iii) the employee has exhausted any entitlement to accident make-up pay under this Agreement, unless the employee has made an application under **clause 126**.
- (c) in the case of a non-work related injury or illness:
  - (i) the employer is unable to provide duties that comply with the stated medical limitations or restrictions; and
  - (ii) the medical limitations or restrictions and the inability to provide duties are likely to continue indefinitely; and
  - (iii) the employee is not entitled to further personal leave pursuant to **clause 115**, unless the employee has made an application under **clause 127**.

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**126. Payment for Accident Make-Up Pay in Advance**

- 126.1 This clause will operate from the commencement date of this Agreement, until 11.59pm 31 December 2025.
- 126.2 An application made by 11.59pm on 31 December 2025 will be assessed as if this clause continued to operate beyond that time and date.
- 126.3 Subject to the requirements of the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) (**WIRC Act**), an employee who is entitled to accident make-up payments under **sub-clause 77.2(b)** of this Agreement may apply for accident make-up pay in advance and early discharge on medical grounds.
- 126.4 An employee who makes an application under **sub-clause 126.3** must provide the employer with evidence:
  - (a) from a Registered Medical Practitioner that the employee is either:
    - (i) unfit for all duties in Victoria Police and is likely to continue to have no work capacity; or
    - (ii) unfit to return to their current position and that the applicable medical limitations or restrictions are likely to continue indefinitely; and
  - (b) that the employee has obtained financial advice in relation to the proposed application.
- 126.5 Subject to the employee satisfying the obligations under **sub-clauses 126.3** and **126.4** the employer will provide the employee with a notice of discharge on medical grounds under **sub-clause 125.17** of this Agreement.
- 126.6 Where a notice of discharge on medical grounds is provided under **sub-clause 126.5** the employer will pay to the employee in a single payment upon termination of their employment:
  - (a) accident make-up pay under **sub-clause 77.2(b)** from the date of termination up to 104 weeks from the date of incapacity, calculated at the employee's rate of pay at the date of termination; and

- (b) any recreation leave (and any leave loading) and long service leave that the employee would have been entitled to but for this clause, from the date of termination up to 104 weeks from the date of incapacity.
- 126.7 The employer must make a superannuation contribution for the benefit of the employee for the period remaining up to 104 weeks at the rate of 13.5% of salary to a superannuation fund that is chosen by the employee.
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**127. Payment of Accrued but Untaken Personal Leave in Advance**

- 127.1 This clause will operate from the commencement date of this Agreement, until 11.59pm 31 December 2025.
- 127.2 An application made by 11.59pm on 31 December 2025 will be assessed as if this clause continued to operate beyond that time and date.
- 127.3 An employee with a non-work related illness or injury who has not exhausted their accrued entitlement to personal leave under **clause 113** of this Agreement, may apply for payment of accrued but untaken personal leave in advance and early discharge on medical grounds.
- 127.4 An employee who makes an application under **sub-clause 127.3** must provide the employer with evidence:
- (a) from a *Registered Medical Practitioner* that the employee is either:
    - (i) unfit for all duties in Victoria Police and is likely to continue to have no work capacity; or
    - (ii) unfit to return to their current position and that the applicable medical limitations or restrictions are likely to continue indefinitely; and
  - (b) that the employee has obtained financial advice in relation to the proposed application.
- 127.5 Subject to the employee satisfying the obligations under **sub-clauses 127.3 and 127.4**, the employer will provide the employee with a notice of discharge on medical grounds under **sub-clause 125.17** of this Agreement.
- 127.6 Where a notice of discharge on medical grounds is provided under **sub-clause 127.5** the employer will pay to the employee in a single payment upon termination of their employment:
- (a) the amount the employee would have been paid had they taken all of their accrued but untaken personal leave up to a maximum of 52 weeks, calculated at the employee's rate of pay at the date of termination; and
  - (b) recreation leave (and any leave loading) and long service leave that the employee would have been entitled to but for this clause, had they taken all of their accrued but untaken personal leave up to a maximum of 52 weeks.
- 127.7 The employer must make a superannuation contribution for the benefit of the employee at the rate of 13.5% of salary to a superannuation fund that is chosen by the employee for the period the employee would have been paid had they taken all of their accrued but untaken personal leave up to a maximum of 52 weeks.

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## **128. Family Violence Leave**

### **128.1 Definition**

- (a) For the purpose of this clause, 'family violence' and 'family member' have the same meaning as in the *Family Violence Protection Act 2008* (Vic).

### **128.2 General Measures**

- (a) Proof of family violence may be required and can be in the form of a document issued by Police, a Court, a *Registered Medical Practitioner*, district nurse, maternal and child health care nurse, a Family Violence Support Service or lawyer or a statutory declaration.
- (b) Personal information concerning family violence will be kept confidential. No information will be kept on an employee's personnel file without their express written permission.
- (c) Upon notification of an employee being involved in family violence the employer shall ensure that contact commences with the Health, Safety and Wellbeing Division so that immediate support services for the employee can be offered.
- (d) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.

### **128.3 Leave**

- (a) In consultation with the employee and support services special paid leave of up to 20 days per year will be made available to an employee who has experienced family violence to:
  - (i) attend medical appointments, legal proceedings and other activities related to family violence; and
  - (ii) to care for their immediate family or member of their household dependent children that may be affected by family violence.
- (b) This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.
- (c) Other entitlements contained within this Agreement may be utilised in conjunction with the entitlement to paid family violence leave contained within **sub-clause 128.3(a)** or additional paid family violence leave may be granted where appropriate.

### **128.4 Individual Support**

- (a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will, where practicable, approve any reasonable request from an employee experiencing family violence for:
  - (i) changes to their span of hours or pattern or hours and/or shift patterns;
  - (ii) changes to duties;
  - (iii) temporary or ongoing change of work location or duties;
  - (iv) a change to their telephone number or email address to avoid harassing contact;
  - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

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## **129. Critical Incidents**

- 129.1 The employer will provide support and welfare services to employees who attend a critical



incident in the course of their duties.

- 129.2 An employee attending a critical incident, may have access to a flexible rostering arrangement for two shifts immediately following that rostered shift.
- 129.3 The arrangement referred to in **sub-clause 129.2** is intended to facilitate welfare requirements and contact with support services. The arrangement may include paid absence from the workplace and/or removal from rostered operational duties.

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## PART 15 RECREATION LEAVE

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### 130. Recreation Leave other than Recruits

- 130.1 An employee, excluding a *Recruit*, is entitled to nine weeks (342 hours) leave comprised of seven weeks (266 hours) recreation leave plus 10 days (76 hours) accrued time off per year. A 40 hour week will be worked as well as regular shift work and public holidays will be worked as rostered.
- 130.2 Recreation leave will be credited at the commencement of each financial year. Leave will be calculated on a pro-rata basis for any period of service, which is less than 12 months.
- 130.3 Where an employee ceases employment during a financial year such that the period of service is less than 12 months in that financial year, the employee's outstanding recreation leave balance will be adjusted to reflect the employee's accrued entitlement under **sub-clause 130.1** and any untaken leave will be paid in lieu. Where an employee has taken recreation leave in excess of the employee's entitlement, an equivalent payment will be owed by the employee to the employer and may be deducted from any monies owing to the employee in accordance with **clause 73**.
- 130.4 Where an employee takes a week of recreation leave they will be entitled to seven days off work inclusive of two rest days and be deemed to have utilised 38 hours recreation leave.
- 130.5 The employer may agree to provide an employee, if requested, with access to their recreation leave entitlement in single days.

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### 131. Leave Loading

- 131.1 Each employee who takes recreation leave is entitled to be paid in addition to their salary:
- (a) For an employee paid at or below the rank of *Inspector* an additional amount of 17.5% of the employee's *base rate of pay* for the first 152 hours of recreation leave taken in respect to each financial year.
  - (b) For an employee at the rank of *Superintendent* or Commander an additional amount of 17.5% of the *base rate of pay* for a Superintendent progression point one for the first 152 hours of recreation leave taken in respect to each financial year.
- 131.2 An employee's recreation leave loading entitlement will be paid as recreation leave is taken throughout each financial year.
- 131.3 Where an employee accrues recreation leave on a pro-rata basis, recreation leave loading must be paid on 152 hours of that leave or on the hours of leave accrued whichever is the lesser.
- 131.4 In circumstances where **sub-clause 130.2** or **sub-clause 130.3** apply, an employee's entitlement to recreation leave loading will be adjusted in the same terms.

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### **132. Recreation Leave for *Recruits***

- 132.1 A *Recruit* is entitled to 5.107 hours of recreation leave for each completed week of the initial training period or part thereof.
- 132.2 A *Recruit* who does not complete the initial training period will receive payment in respect of any untaken leave to which the *Recruit* is entitled under **sub-clause 132.1**.

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### **133. Requirement to Take Leave**

- 133.1 Employees must exhaust their entitlement to recreation leave by 30 June in the financial year of which it has accrued, unless carrying the leave over into the next financial year has been approved in advance by the employer.
- 133.2 The employer may develop a leave roster with the employee at the beginning of the financial year to ensure that leave is exhausted in accordance with **sub-clause 133.1**. The leave roster will take into consideration the service delivery requirements of Victoria Police and the individual circumstances of the employee.
- 133.3 Where an employee has been on an extended absence, the employer will work with the employee upon their return to work to develop a leave plan. The focus of a leave plan developed under this sub-clause will be for the employee to utilise their recreation leave entitlements in the current financial year, or within a reasonable period thereafter.
- 133.4 In the event where an employee has more than half of their recreation leave entitlement still owing on 1 January, and the employee does not have an agreed leave roster in place to exhaust their recreation leave entitlement by 30 June, the employer will develop a leave plan with the employee and subject to **sub-clause 133.5**, may require the employee to take leave.
- 133.5 In developing a leave plan with the employee in accordance with **sub-clause 133.4**, or in requiring the employee to take a period of recreation leave, the employer will:
- (a) discuss the timing of leave with the employee;
  - (b) give due consideration to the needs of the employee; and
  - (c) unless the employee and the employer agree otherwise, will provide a minimum of one month's notice of any requirement to take leave.

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### **134. Cashing Out of Recreation Leave**

- 134.1 Recreation leave must not be cashed out except in accordance with this clause.
- 134.2 The employer and an employee may agree in writing to the employee cashing out a particular amount of the employee's accrued recreation leave where:
- (a) the employee will have an outstanding recreation leave balance as at 30 June at any financial year and has not been approved to carry the leave into the next financial year; or
  - (b) the employee has recreation leave balance in excess of seven weeks other than as a result of purchased leave.
- 134.3 An agreement under **sub-clause 134.2** must state:
- (a) the amount of recreation leave to be cashed out and the payment made to the employee for it; and

(b) the date on which payment is to be made.

- 134.4 The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- 134.5 Recreation leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to recreation leave being less than four weeks.
- 134.6 The employer must keep a copy of any agreement under **sub-clause 134.2** as an employee record.
- 

### **135. Purchased Leave**

- 135.1 Employees may apply to purchase between one and four weeks leave per year in addition to that provided in **clause 130**.
- 135.2 Applications for purchased leave may only be rejected on reasonable business grounds as described in **clause 14**.
- 135.3 Where an employee has purchased leave granted, the employee must use the purchased leave in the same financial year that the leave has been purchased.
- 135.4 As far as reasonably practicable, where an employee has purchased leave and wishes to cancel part or all of the purchased leave, the employee must provide the employer at least 28 days' notice.
- 135.5 Where an employee cancels part or all of their purchased leave in accordance with **sub-clause 135.4**, the employee will be paid a lump sum payment equal to the amount deducted for the corresponding part of the employee's purchased leave arrangement being cancelled.
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## **PART 16 PARENTAL LEAVE**

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### **136. Definitions**

- 136.1 For the purposes of this Part:

*Child* means:

- (a) in relation to birth-related leave, a child (or children from a multiple birth) of the employee or the employee's spouse or the employee's legal surrogate;
- (b) in relation to permanent care/fostering leave or adoption-related leave, a child (or children) who will be placed with an employee, and:
  - who is, or will be, under 16 as at the day of placement, or the expected day of placement;
  - has not, or will not have, lived continuously with the employee for a period of six months or more as at the day of placement, or the expected day of placement; and
  - is not (otherwise than because of the adoption) a child of the employee or the employee's spouse.

*Continuous service* is work for the employer on a regular and systematic basis (including a period/s of authorised leave) and any period/s of Recognised Prior Service.

*Primary Caregiver* means the person who meets the *Child's* physical needs more than any other person. Only one person can be a *Child's* primary caregiver on a particular day.

*Recognised Prior Service* means any service where the employee was employed:

- (a) by a public entity under the Public Administration Act 2004 (Vic);
- (b) under Part 6 of the Public Administration Act 2004 (Vic); or
- (c) as a parliamentary officer or electorate officer under the Parliamentary Administration Act 2005 (Vic);

immediately prior to the employee's employment with the employer.

*Secondary Caregiver* means a person who has parental responsibility for the *Child* but is not the Primary Caregiver.

*Spouse* includes a de facto spouse, former spouse or former de facto spouse.

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### **137. Application**

137.1 Employees are entitled to parental leave under this **Part** if:

- (a) the leave is associated with:
  - (i) the birth of a *Child* of the employee or the employee's *spouse* or the employee's legal surrogate; or
  - (ii) the placement of a *Child* with the employee for adoption or permanent care/fostering; or
  - (iii) the birth or adoption of a grandchild of the employee; and
- (b) the employee has or will have a responsibility for the care of the *Child*. An employee entitled to maternity or paid partner leave is not required to have responsibility for the care of the *Child*.

137.2 An employee may take a combination of different types of paid parental leave under this Part provided that the total amount of paid leave does not exceed 16 weeks (or 32 weeks at half pay).

137.3 The total amount of paid secondary caregiver or paid partner leave cannot exceed four weeks (or eight weeks at half pay).

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

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### **138. Summary of parental leave entitlements**

138.1 Parental leave entitlements are summarised in the following table:

Paid leave		Unpaid leave	Total combined paid & unpaid parental leave
<b>Primary Caregiver Leave</b>			
Parental Leave – Primary Caregiver	16 weeks (or 32 weeks at half pay)	up to 36 weeks	52 weeks
<b>Secondary Caregiver Leave</b>			
Parental Leave – Secondary Caregiver	4 weeks (or 8 weeks at half pay)	up to 48 weeks	52 weeks
Secondary Caregiver <b>and</b> takes over the primary responsibility for the care of the <i>Child</i> within first 78 weeks	An additional 12 weeks	up to 36 weeks	52 weeks
<b>Permanent Care/Fostering Leave: Primary Caregiver</b>			
Permanent Care/Fostering Leave – Primary Caregiver	16 weeks (or 32 weeks at half pay)	up to 36 weeks	52 weeks
<b>Permanent Care/Fostering Leave: Secondary Caregiver</b>			
Permanent Care/Fostering Leave – Secondary Caregiver	4 weeks (or 8 weeks at half pay)	up to 48 weeks	52 weeks
<b>Paid Maternity Leave</b>			
With 31 weeks or more service	14 weeks continuous paid leave (or 28 weeks at half pay)	up to 38 weeks	52 weeks
With less than 31 weeks service	4 weeks continuous paid leave (or 8 weeks at half pay)	up to 48 weeks	52 weeks
<b>Paid Partner Leave</b>			
Paid Partner Leave	4 weeks (or 8 weeks at half pay)	up to 48 weeks	52 weeks
<b>Grandparent Leave</b>			
Grandparent Leave	0	up to 52 weeks	52 weeks
<b>Pre-natal leave</b>			
Pregnant employee	38 hours		
Spouse or Intended parent	10 hours		

Paid leave		Unpaid leave	Total combined paid & unpaid parental leave
<b>Assisted reproductive treatment</b>			
Undergoing treatment	80 hours		
Spouse or intended parent	20 hours		
<b>Pre-adoption leave</b>			
Pre-adoption leave	2 days		

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### 139. Assisted Reproductive Treatment

- 139.1 An employee who presents a medical certificate stating that they are undergoing assisted reproductive treatment is entitled 80 hours paid leave per year to attend appointments associated with the treatment.
- 139.2 An employee who is an intended parent or whose *Spouse* is undergoing assisted reproductive treatment and provides a medical certificate stating such, will in addition to any other leave, be entitled to paid leave up to 20 hours per year to enable the employee to attend such appointments.
- 139.3 The employee is required to provide a medical certificate from a *Registered Health Practitioner* to cover the absence.
- 139.4 The employer will be flexible enough to allow the employee the ability to leave work and return on the same day.
- 139.5 An employee undergoing assisted reproductive treatment may request alternative duties or vary the employee's pattern of hours for the treatment period and the employer must give genuine consideration to the request.

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### 140. Pre-natal Leave

- 140.1 A pregnant employee will have access to paid leave totalling up to 38 hours per pregnancy to enable her to attend routine medical appointments associated with the pregnancy. This entitlement is not reduced by pro-rata where the employee is part-time.
- 140.2 An employee who has a *Spouse* who is pregnant or is an intended parent will have access to paid leave up to 10 hours per pregnancy to enable the employee's attendance at routine medical appointments associated with the pregnancy.
- 140.3 The employee is required to provide a medical certificate from a *Registered Medical Practitioner* to cover each absence.
- 140.4 The employer should be flexible enough to allow the employee the ability to leave work and return on the same day.

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### 141. Transfer to a Safe Job

- 141.1 Where an employee is pregnant and, in the opinion of a *Registered Medical Practitioner*, illness or risks arising out of the pregnancy or hazards connected with the work assigned to

the employee make it inadvisable for the employee to continue at their present work, the employee will, if reasonably practicable, be transferred to an appropriate safe job for the risk period with no other change to the employee's terms and conditions of employment.

141.2 An appropriate safe job is a safe job that has:

- (a) the same ordinary hours of work as the employee's present position; or
- (b) a different number of ordinary hours as agreed by the employee and employer.

141.3 If a transfer to an appropriate safe job is not reasonably practicable, the employee may elect, or the employer may require the employee to take no safe job paid leave for such period as a *Registered Medical Practitioner* certifies as necessary ending at the earliest of either:

- (a) when the employee is certified unfit for work during the six week period before the expected date of birth by a *Registered Medical Practitioner*; or
- (b) when the employee's pregnancy results in the birth of a living *Child* or when the employee's pregnancy ends otherwise than with the birth of a living *Child*.

141.4 The entitlement to no safe job leave is in addition to any other paid leave entitlement the employee has under this Agreement.

141.5 any other paid leave entitlement the employee has under this Agreement.

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#### **142. Continuing to Work while Pregnant**

142.1 The employer may require a pregnant employee to provide a medical certificate stating that the employee is fit to work their normal duties where the employee:

- (a) continues to work within a six week period immediately prior to the expected date of birth of the *Child*; or
- (b) is on paid leave under **clause 141**.

142.2 The employer may require the employee to start parental leave if the employee:

- (a) does not give the employer the requested certificate within seven days of the request; or
- (b) gives the employer a medical certificate stating that the employee is unfit for work.

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#### **143. Pre-adoption Leave**

143.1 An employee seeking to adopt a *Child* is entitled to up to two days paid leave to attend any interviews or examinations required in order to obtain approval for the adoption.

143.2 In addition to **sub-clause 143.1**, the employee and the employer may agree to additional unpaid leave.

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#### **144. Special Parental Leave**

144.1 Where the pregnancy of an employee, not then on parental leave, terminates other than by the employee giving birth of a living *Child*, the employee may take leave for such periods as a *Registered Health Practitioner* certifies as necessary, as follows:

- (a) where the pregnancy terminates during the first 12 weeks, the employee is entitled to:
  - (i) compassionate leave in accordance with **clause 120**;

- (ii) paid personal leave; and
    - (iii) further unpaid parental leave as required; or
  - (b) where the pregnancy terminates after the completion of 12 weeks, the employee will be entitled to paid leave not exceeding the amount of paid parental leave available under **clause 147** and further unpaid special parental leave as required.
- 144.2 Where the pregnancy of an employee's *Spouse* has terminated other than by giving birth of a living *Child* beyond 12 weeks, the employee is entitled to take paid parental leave under **clause 148** in addition to any period of personal/carer's leave that the employee is entitled to under this Agreement.
- 

#### **145. Commencement of Parental Leave**

- 145.1 An employee who is pregnant may commence parental leave at any time within 16 weeks prior to the expected date of birth of the *Child*. The period of parental leave must commence no later than the date of the birth of the *Child*.
- 145.2 Where an employee's *Child* is required to remain in hospital after the *Child's* birth or is hospitalised immediately after the *Child's* birth, including because the *Child*:
- (a) was born prematurely, or
  - (b) developed a complication or contracted an illness during its period of gestation or at birth, or
  - (c) developed a complication or contracted an illness following the *Child's* birth,
- and the employee would otherwise take parental leave during this period, the employer and employee may agree that the employee will not take parental leave while the *Child* remains in hospital, and may work during that period. Any agreement in this regard will be made and have effect in accordance with section 78A of the FW Act. During this time the employee may access other forms of leave available to them under the Agreement.
- 145.3 Should an employee access other forms of leave or work during a period agreed under **sub-clause 145.2**, then their parental leave period will be extended by a period equal to the period they accessed other leave or worked.
- 145.4 The period of parental leave for the purpose of calculating an employee's maximum entitlement to paid and unpaid parental leave will commence from the date parental leave commences or otherwise no later than the date of birth of the *Child*, irrespective of when the employee elects to use any paid entitlements they may have under this clause, not including a situation that arises under **sub-clause 145.2**.
- 145.5 The employer and employee may agree to alternative arrangements regarding the commencement of paid parental leave.
- 

#### **146. Taking Parental Leave**

- 146.1 Parental leave can be taken:
- (a) in a single continuous period (except for keeping in touch days); or
  - (b) other than for maternity leave and grandparents leave, flexibly by agreement between the employer and the employee.
- 146.2 The employer will consider their operational requirements and the employee's personal and



family circumstances in considering requests for parental leave in more than one continuous period.

- 146.3 The employer will not unreasonably refuse to approve a request under this clause.
- 

**147. Parental Leave – Primary Caregiver**

- 147.1 An eligible employee who is the Primary Caregiver at the time of the birth or adoption of the *Child*, is entitled to up to 52 weeks of parental leave, comprising:
- (a) 16 weeks paid parental leave; and
  - (b) up to 36 weeks unpaid parental leave.
- 147.2 Only one parent can receive Primary Caregiver parental leave entitlements in respect to the birth or adoption of their *Child* at any time. An employee cannot receive Primary Caregiver parental leave entitlements if their *Spouse* is on paid maternity leave, paid Primary Caregiver entitlements, or a similar entitlement, from their employer.
- 147.3 For the purpose of recreation and long service leave accrual, any paid or half paid Primary Caregiver leave provided for under this Agreement will count as service.
- 

**148. Parental Leave – Secondary Caregiver**

- 148.1 An employee who is the Secondary Caregiver at the time of the birth or adoption of the *Child*, is entitled to up to 52 weeks parental leave, consisting of:
- (a) four weeks paid parental leave; and
  - (b) 12 weeks additional paid secondary caregiver parental leave, subject to the conditions in **sub-clause 148.2**; and
  - (c) unpaid parental leave to bring the total available period of paid and unpaid leave to 52 weeks.
- 148.2 A secondary caregiver is entitled to up to an additional 12 weeks' paid leave within the first 78 weeks of the date of birth or adoption of the *Child* provided that:
- (a) the secondary caregiver assumes primary responsibility for the care of a *Child*, by meeting the *Child's* physical needs more than anyone else; and
  - (b) the secondary caregiver's *Spouse* is not concurrently taking primary responsibility for the care of the *Child* or receiving paid parental leave, primary caregiver entitlements or a similar entitlement from their employer.
- 148.3 Secondary Caregiver leave may start at any time one week prior to the expected date of birth or placement and 51 weeks after the birth or placement of the *Child* unless the employer and employee agree to an alternative arrangement.
- 148.4 For the purpose of recreation and long service leave accrual, any paid or half paid Secondary Caregiver leave provided for under this Agreement will count as service.
- 

**149. Permanent Care/Fostering Leave**

- 149.1 An employee who is an approved permanent/foster carer for a *Child*, and is the Primary Caregiver for that *Child*, is entitled to up to 52 weeks parental leave comprising:
- (a) 16 weeks paid parental leave; and

- (b) up to 36 weeks unpaid parental leave.
  - 149.2 An employee who is an approved permanent/foster carer for a *Child*, and is the Secondary Caregiver, is entitled to up to 52 weeks parental leave, comprising:
    - (a) four weeks paid parental leave; and
    - (b) 12 weeks additional paid secondary caregiver parental leave, subject to the conditions in **sub-clause 148.2**; and
    - (c) unpaid parental leave to bring the total available period of paid and unpaid leave to 52 weeks.
  - 149.3 A secondary caregiver is entitled to up to an additional 12 weeks' paid leave within the first 78 weeks of the date of permanent care/fostering placement of the *Child* provided that:
    - (a) the secondary caregiver assumes primary responsibility for the care of a *Child*, by meeting the *Child's* physical needs more than anyone else; and
    - (b) the secondary caregiver's *Spouse* is not concurrently taking primary responsibility for the care of the *Child* or receiving paid parental leave, primary caregiver entitlements or a similar entitlement from their employer.
  - 149.4 The employee will provide to the employer written confirmation from either the Department of Families, Fairness and Housing or the permanent care/fostering placement agency that they are an approved permanent carer.
  - 149.5 This clause is not intended to include short term or emergency fostering arrangements.
  - 149.6 For the purposes of recreation and long service leave accrual, any paid or half paid permanent/foster care leave provided or under this Agreement will count as service.
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## **150. Paid Maternity Leave**

- 150.1 An employee who has, or will have, completed 31 weeks paid continuous service and who is pregnant but does not intend to become the Primary Caregiver or Secondary Caregiver of a *Child*, is entitled to 14 weeks paid parental leave and up to 38 weeks unpaid parental leave in connection with giving birth.
- 150.2 An employee who is pregnant and has not completed 31 weeks continuous service at the time of the birth, and does not intend to become the Primary Caregiver or Secondary Caregiver of a *Child*, is entitled to up to 52 weeks parental leave, comprising:
  - (a) 4 weeks paid parental leave; and
  - (b) up to 48 weeks unpaid parental leave.
- 150.3 Paid Maternity Leave must be taken in a single continuous period and in connection with the birth of the *Child* (except for keeping in touch days).
- 150.4 Where an employee wishes to access Primary Caregiver leave who has accessed Paid Maternity Leave under this clause, then the period of Primary Caregiver Leave will be reduced by the period of parental Paid Maternity Leave already taken.
- 150.5 For the purpose of recreation and long service leave accrual, any paid or half paid Maternity Leave provided for under this Agreement will count as service.

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**151. Paid Partner Leave**

- 151.1 An employee other than a Secondary Caregiver whose *Spouse* is pregnant, is entitled to four weeks paid partner leave to provide support to the *Spouse*.
- 151.2 Leave granted in accordance with this clause may be taken at any time between the period running one week prior to the expected date of birth of the *Child* and 51 weeks after the birth of the *Child*.
- 151.3 Paid Partner Leave does not have to be taken in a single continuous period as agreed between the employer and the employee.
- 151.4 An employee will be entitled to the same period of paid partner leave under **sub-clause 151.1** if the pregnancy has terminated other than by giving birth of a living *Child* beyond 12 weeks.
- 151.5 For the purpose of recreation and long service leave accrual, any paid or half paid Partner Leave provided for under this Agreement will count as service.

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**152. Grandparents Leave**

- 152.1 An employee is entitled to a period of up to 52 weeks' continuous unpaid grandparent leave in respect of the birth or adoption of the grandchild of the Employee in order to provide care and assistance to the parent or grandchild and may use any annual leave or long service leave entitlements at full or half pay which they have accrued.

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**153. Notice and Evidence Requirements**

- 153.1 An employee must give at least 10 weeks' written notice of the intention to take parental leave, including the proposed start and end dates, and whether the employee will become either the Primary Caregiver or the Secondary Caregiver as appropriate, unless there is a compelling reason not to do so.
- 153.2 The employer may require the employee to provide evidence which would satisfy a reasonable person of:
- (a) in the case of birth-related leave, the date of birth of the *Child* (including without limitation, a medical certificate stating the date of birth or expected date of birth).
  - (b) in the case of adoption-related leave, the commencement of the placement of the *Child* and that the *Child* will be under 16 years of age at the day of placement or expected day of placement.
- 153.3 At least four weeks before the intended commencement of parental leave, the employee must confirm in writing the intended start and end dates of the parental leave or advise the employer of any changes to the notice in **sub-clause 153.1** unless it is not practical to do so.
- 153.4 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in any other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

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**154. Use of Other Leave Entitlements**

- 154.1 An employee in lieu of or in conjunction with parental leave, may access any annual leave or long service leave entitlements at full or half pay which they have accrued subject to the total

amount of leave not exceeding 52 weeks or a longer period as agreed.

- 154.2 Where a *Public Holiday* occurs during a period of paid parental leave, the *Public Holiday* is not to be regarded as part of the paid parental leave and the employer will grant the employee a day off in lieu, to be taken by the employee immediately following the period of paid parental leave.

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**155. Calculation of pay for the purposes of Parental Leave**

***Weekly pay***

- 155.1 The calculation of weekly pay for paid parental leave purposes will be based on the pay the employee is entitled to receive on the day on which the employee starts paid parental leave or the average number of ordinary hours worked by the employee over the past three years, whichever is the greater.
- 155.2 The calculation of the average number of ordinary hours worked by the employee will exclude the following:
- (a) periods of unpaid parental leave;
  - (b) authorised unpaid leave taken for unforeseen reasons beyond the employee's control; and
  - (c) work at a reduced time fraction after returning to work after a period of parental leave.
- 155.3 An employee who reduced their time fraction they work as a result of their pregnancy will not have their subsequent paid parental leave reduced accordingly.
- 155.4 An employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the employee would otherwise be entitled.

***Shift allowance loading***

- 155.5 Employees who take paid Primary Caregiver leave in accordance with **clause 147** or the 12 weeks Additional Paid Secondary Caregiver leave in accordance with **sub-clause 148.2**, will be paid a shift allowance loading calculated in accordance with **sub-clause 155.6** for the period of paid leave.
- 155.6 An employee's shift allowance loading will be a percentage calculated as at the day the employee first commences their paid leave as follows:
- (a) where an employee has owned their current position for 12 months, calculating the total amount the employee was paid in shift allowances in accordance with **clause 79** for the 12 months immediately prior to taking leave; or
  - (b) where an employee has owned their current position for less than 12 months but more than four weeks, calculating the total amount the employee was paid in shift allowances in accordance with **clause 79** for the period they have owned their current position immediately prior to taking leave; or
  - (c) where an employee has owned their current position for less than four weeks, calculating the total amount the employee could reasonably have been expected to have been paid in shift allowances in accordance with **clause 79** for the 12 months immediately after commencing leave; and

***(Shift Amount)***

- (d) dividing the Shift Amount by the employee's total annual salary that was paid to them for the same period as specified at **sub-clause 155.6(a)** or **sub-clause 155.6(b)** or would be

payable as specified at **sub-clause 155.6(c)** and then multiplying this by 100.

- 155.7 For the purposes of **sub-clause 155.6(d)**, an employee's total annual salary is the sum of the following:
- (a) all amounts paid (or would be payable) to the employee in accordance with **Schedule A**, **Schedule G** or **Schedule H**; and
  - (b) all amounts paid (or would be payable) to the employee in accordance with **Schedule E** (where eligible) and **Schedule F** (where eligible).
- 155.8 An employee's shift allowance loading will be paid on their *ordinary hourly rate* for the period of the employee's paid parental leave and will apply for the duration of their paid parental leave except where **sub-clause 155.10** applies.
- 155.9 The period specified in **sub-clause 155.6** will exclude any period where an employee, as a result of their pregnancy:
- (a) was subject to a safe job in accordance with **clause 141** or was working modified duties that limited their ability to work rostered ordinary hours that include unsociable/intrusive hours, Saturdays, Sundays and public holidays; and/or
  - (b) reduced their time fraction.
- 155.10 Where an employee is taking their paid Primary Caregiver leave or the 12 weeks Additional Paid Secondary Caregiver leave flexibly and between periods of leave they are promoted or transferred to another position, which results in them owning a new position, the employee's shift allowance loading will be recalculated in accordance with **sub-clause 155.6** and will be paid to the employee for all subsequent periods of such leave.

#### ***Superannuation Contributions***

- 155.11 Where an employee extends their period of unpaid Primary Caregiver leave in accordance with **clause 160** and then returns to work with Victoria Police at the conclusion of their Primary Caregiver leave, the employer will pay a superannuation contribution as a lump sum to the employee's ESSS accumulation fund.
- 155.12 Where the employee takes unpaid Primary Caregiver leave flexibly in accordance with **sub-clause 146.1(b)**, the payment will be made following the conclusion of all blocks of unpaid Primary Caregiver leave and the employee has returned to work.
- 155.13 The quantum of superannuation contributions payable under this clause will be calculated based on:
- (a) The number of weeks of unpaid Primary Caregiver leave in excess of 52 weeks and up to 104 weeks, where an extension to parental leave is granted in accordance with **clause 160**, taken by the Employee; and
  - (b) The employee's weekly pay calculated in accordance with this clause; and
  - (c) The applicable contribution rate under the *Superannuation Guarantee Administration Act 1992* (Cth) at the time the payment is made.
- 155.14 If the Emergency Services Superannuation Act is amended to provide for equivalent superannuation benefits as outlined in the clause, **sub-clause 155.11 to sub-clause 155.13** will cease to operate upon commencement of that amendment.

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**156. Commonwealth Paid Parental Leave**

- 156.1 Paid parental leave entitlements outlined in this clause are in addition to any payments which may be available under the Commonwealth Paid Parental Leave Scheme.

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**157. Keeping in Touch Days**

- 157.1 The employer and employee may agree for an employee to participate in up to 10 paid keeping in touch days any time after six weeks from the *Child's* date of birth or placement in order to facilitate a return to employment at the end of the period of leave.
- 157.2 Keeping in touch days must be in accordance with section 79A of the FW Act.
- 157.3 The employee will be paid at their ordinary hourly rate for this time and can extend their paid parental leave but not extend their total period of parental leave.

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**158. Consultation and Communication during Parental Leave**

- 158.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer will take reasonable steps to:
- (a) make information available in relation to any significant effect the proposed change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
  - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 158.2 The employee will take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- 158.3 The employee will notify the employer of any changes of address or other contact details which might affect the employer's capacity to comply with **sub-clause 158.1**.

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**159. Extending Parental Leave**

- 159.1 An employee who is on an initial period of parental leave of less than 52 weeks may extend the period of their parental leave on one occasion up to the full 52 week entitlement. An employer may agree to extend the period of parental leave on more than one occasion up to the full 52 week entitlement, upon request by the employee.
- 159.2 The employee must notify the employer in writing at least four weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of parental leave.

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**160. Right to Request a Further Extension to Parental Leave**

- 160.1 An employee who is on parental leave may request an extension of unpaid parental leave for a further period of up to 52 weeks immediately following the end of the current parental leave.

- 160.2 The employee must notify the employer in writing at least four weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of parental leave and parental leave that the employee's spouse will have taken.
- 160.3 The employer will consider the request having regard to the employee's circumstances and, provided the request is based on the employee's parental responsibilities, may only refuse the request on reasonable business grounds related to the effect on the workplace or the employer's operation.
- 160.4 The employer must not refuse the request unless the employer has given the employee a reasonable opportunity to discuss the request.
- 160.5 The employer must give a written response to the request as soon as practicable, and no later than 21 days after the request is made. The response must include the details of the reasons of any refusal.
- 160.6 To avoid doubt, the employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of a *Child*.
- 

## **161. Returning to Work**

### ***Returning to work early***

- 161.1 During the period of parental leave an employee may return to work at any time as agreed between the employer and employee provided that the time does not exceed four weeks from the recommencement date desired by the employee.
- 161.2 In the case of adoption, where the placement of an eligible *Child* with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

### ***Returning to work at the conclusion of parental leave***

- 161.3 To assist an employee in reconciling work and parental responsibilities, an employee will be entitled to choose the number of days they will work, which days of the week they will work and which shifts they will work (in line with typically rostered shifts at their workplace) for the first six weeks post return to work.
- 161.4 At least four weeks prior to the expiration of parental leave, the employee will notify the employer of their return to work after a period of parental leave.
- 161.5 Unless the employee has applied for and has been successful in gaining a transfer or promotion, an employee returning to work after a period of parental leave not exceeding 52 weeks, will be entitled to return to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to **clause 141**, the employee will be entitled to return to the position they held immediately before such transfer.
- 161.6 Unless an employee has applied for and been successful in gaining a transfer or promotion, an employee whose period of parental leave exceeds 52 weeks will be entitled to return to a position that has the same rank, same remuneration, similar duties and at the closest practicable location that they held prior to proceeding on parental leave or being transferred to a safe job.
- 161.7 Where such a position no longer exists but there are other positions available which the

employee is qualified for and is capable of performing, the employee will be entitled to a position which is nearest in status and remuneration to that of the employee's former position.

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

***Returning to work part-time***

- 161.9 To assist an employee in reconciling work and parental responsibilities, an employee may request to return to work part-time until their *Child* reaches school age.
- 161.10 The request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
- 161.11 The employer will consider the request having regard to the employee's circumstances and, provided the request is based on the employee's parental responsibilities, may only refuse the request on reasonable business grounds related to the effect on the workplace or the employer's operation. Such grounds may include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 161.12 The employer must give a written response to the request as soon as practicable, and no later than 21 days after the request is made. The response must include the details of the reasons of any refusal.

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**162. Paid Lactation Breaks**

- 162.1 The employer will provide paid lactation breaks and appropriate facilities to an employee who is breastfeeding or expressing breastmilk for their *Child*.
- 162.2 Employees who are breastfeeding will be entitled to up to one hour paid lactation break(s) per eight-hour shift, with such break(s) in addition to rest periods and meal breaks otherwise prescribed in this Agreement.
- 162.3 Breaks provided under this clause may be taken in separate parts but are not cumulative. The employer and employee will consult and agree on the frequency, duration and timing of the breaks.
- 162.4 An employee may return home or attend another location during the break as agreed with the employer.
- 162.5 As far as practicable, the minimum requirements for an appropriate facility for the purposes of **sub-clause 162.1** include:
- (a) access to a clean and hygienic private room with power points and a lockable door;
  - (b) access to a refrigerator for the storage of expressed breast milk;
  - (c) a suitable storage area for any equipment and/or electric breast pump; and
  - (d) access to a washing facility near the private room.



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## PART 17 LONG SERVICE LEAVE

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### 163. Interaction

- 163.1 Employees are entitled to long service leave in accordance with the VP Act, the *Victoria Police Regulations 2024 (VP Regulations)* and the *Long Service Leave Act 2018 (Vic) (LSL Act)*.
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### 164. Access to Long Service Leave

- 164.1 Employees are entitled to pro-rata long service leave after an initial seven years' continuous service.
- 164.2 Any pro-rated entitlement taken by an employee in accordance with **sub-clause 164.1** will be offset against any subsequent entitlement that has accrued in respect of the same period.
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### 165. Period that Counts as Service

- 165.1 Unpaid leave that is 52 weeks or less will count as service.
- 165.2 An absence for a continuous period on unpaid leave of more than 52 weeks will not count as a service unless provided for under the VP Regulations or the employer and the employee agree in writing before the leave was taken that the period is taken to be a period of employment.
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### 166. Time of taking Long Service Leave

- 166.1 An employee may request to take long service leave for a period of no less than a day.
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### 167. Calculation of Pay for the purposes of Long Service Leave

- 167.1 Employees on long service leave will be paid as if they remained on duty.
- 167.2 Where an employee's normal weekly hours of work have changed during the 104 weeks immediately before the employee starts long service leave, the calculation of weekly hours will be the greater of the average weekly hours worked:
- (a) as calculated in accordance with section 16 of the LSL Act; or
  - (b) over the entire period of employment immediately before the employee commences long service leave.
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### 168. Taking Long Service Leave at Half Pay

- 168.1 The employer may permit an employee to take long service leave at half pay for a period equal to twice the period to which the employee would have otherwise been entitled.
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### 169. Effect of Public Holiday during Long Service Leave

- 169.1 Where a *Public Holiday* occurs during a period of long service leave, it is not to be regarded as part of the long service leave and the employee will be granted a day off in lieu.

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## PART 18 OTHER LEAVE

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### 170. Anzac Day Leave

- 170.1 Every employee who is an eligible serviceperson and participates in an Anzac day march/service or similar event will be granted leave of absence on Anzac Day without deduction from the employee's pay or allowances, subject to operational requirements.
- 170.2 For the purposes of this clause, the words 'eligible serviceperson' means any employee who:
- (a) holds or is eligible to hold any of: the Australian Active Service Medal, or its predecessor, the Australian Active Service Medal 1945-1975; the Australian Service Medal, or its predecessor, the Australian Service Medal 1945-1975, or; the Australian Operational Service Medal or the Police Overseas Service Medal;
  - (b) has served with the Australian Defence Force (**ADF**); or
  - (c) is a current or former ADF Reservist.
- 170.3 The provisions of **clause 170** shall also apply to employees with similar service from another country of the Commonwealth.
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### 171. Cultural and Ceremonial Leave

#### ***NAIDOC Week Leave***

- 171.1 An employee of Aboriginal or Torres Strait Islander descent is entitled to one day of paid leave per year to participate in National Aboriginal and Islander Day Observance Committee (**NAIDOC**) week activities and events.
- 171.2 NAIDOC week leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

#### ***Leave to attend Aboriginal community meetings***

- 171.3 The employer may approve attendance during working hours by an employee of Aboriginal or Torres Strait Islander descent at any Aboriginal community meetings, except the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

#### ***Leave to attend Annual General Meetings of Aboriginal community organisations***

- 171.4 The employer may grant an employee of Aboriginal or Torres Strait Islander descent accrued annual or other leave to attend Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

#### ***Ceremonial Leave***

- 171.5 Ceremonial leave may be granted to an employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:
- (a) connected with the death of a member of the immediate family or extended family (provided that no employee shall have an existing entitlement reduced as a result of this clause); or
  - (b) for other ceremonial obligations under Aboriginal and Torres Strait Islander lore.
- 171.6 Where ceremonial leave is taken for the purposes outlined in **sub-clause 171.5** up to three

days in each year of employment will be with pay. Paid ceremonial leave will not accrue from year to year and will not be paid out on termination of the employment of the employee.

- 171.7 Ceremonial leave granted under **sub-clause 171.5** is in addition to compassionate leave granted under **clause 120**.

***Leave to participate in the First Peoples' Assembly of Victoria***

- 171.8 An employee who is an elected member of the First Peoples' Assembly of Victoria is entitled to up to 10 days paid leave per financial year to fulfil their official functions during their term of office.
- 171.9 Leave will be available to attend sessions of the First Peoples' Assembly of Victoria, to participate in constituent consultation relevant to their role or to participate in constituent consultations for any other ancillary purpose as agreed with the employer.
- 171.10 Leave under this clause will not accrue from year to year and is not paid out on termination of employment.
- 171.11 Where in any financial year an employee exhausts their entitlement to paid leave under this clause, the employer may grant further paid or unpaid leave to support the employee's representative functions.
- 171.12 The employee may also utilise flexible working arrangements, in addition to leave provided in this clause, to help support their representative functions, with the agreement of the employer.

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**172. Defence Force Leave**

- 172.1 The employer must grant leave of absence for the purpose of defence service to an employee who is an Australian Defence Force Reservist.
- 172.2 In accordance with the *Defence Reserve Service (Protection) Act 2001* (Cth), it is unlawful to prevent an employee from rendering or volunteering to render defence service.
- 172.3 Leave of absence must be paid in accordance with the provisions of this clause.
- 172.4 An employee who applies for defence force leave must:
- (a) consult with the employer regarding the proposed timing of the defence service and will give the employer as much notice as is possible of the time the service will take place;
  - (b) provide evidence of the necessity for defence service attendance to the employer; and
  - (c) supply a certificate of attendance to the employer at the conclusion of the leave.
- 172.5 An employee is entitled to up to 20 days of paid defence force leave per calendar year. Defence force leave is not accumulative.
- 172.6 An employee who exceeds the paid leave entitlement in **sub-clause 172.5**, will be paid make-up pay for the period of defence service to their full pay as if they had remained on duty including allowances where the base salary excluding allowances received by the employee from the Australian Defence Force or Defence Reserve service during their ordinary hours of work is below the employee's pay from the employer.
- 172.7 An employee may elect to use annual or long service leave for some or all their absence on defence service and will be treated as if they are on normal paid leave.
- 172.8 Recreation leave and personal leave will continue to accrue during a period of paid defence

force leave.

- 172.9 Long service leave will continue to accrue in accordance with **sub-clause 165.1**.
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**173. Special Leave for Recruits**

- 173.1 The employer may for reasons not elsewhere provided in this Agreement grant a *Recruit* leave with pay up to a maximum of 10 working days during their employment as a *Recruit*.
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**174. Transfer Leave**

- 174.1 An employee promoted/transferred to a position who is required to relocate their ordinary place of residence, shall be entitled to one day paid leave for the purposes of preparation and packing of personal and household effects and one day paid leave for unpacking and settling into the new premises.
- 174.2 Where the circumstances warrant, the employer shall grant the employee extra leave as necessary for the purpose of travelling to the new premises.
- 

**175. Leave Without Pay**

- 175.1 An employee may be granted leave without pay. Any leave without pay granted under this provision, shall not count as service other than as provided for elsewhere in this Agreement or the employer directs that the periods shall be so included.
- 175.2 An employee may be unattached from their position when taking a period of leave without pay exceeding 12 months, but will return to a position that has the same rank, same remuneration, similar duties and at the closest practicable location to the position they held prior to proceeding on leave without pay.
- 175.3 The employee's request and the employer's response to a request made under **sub-clause 175.1** must be in writing.
- 175.4 The employer will provide the employee with a written response to such request as soon as practicable.
- 175.5 The employer may refuse a request made in accordance with **sub-clause 175.1**, only on reasonable business grounds as described in **clause 14** and will include details for the refusal and any supporting materials used to refuse the request in the written response provided to the employee.
- 

**176. Gender Affirmation Leave**

- 176.1 An employee who is affirming their gender which is different to their sex assigned at birth is entitled to four weeks paid and a further period of up to 52 weeks of unpaid gender affirmation leave to undertake the process of affirming their gender.
- 176.2 Gender affirmation leave may be taken in a single block, or one or more blocks.
- 176.3 An employee who is entitled to unpaid gender affirmation leave may, in lieu of all or part of that leave utilise recreation leave or long service leave, to which they are entitled, provided that the combined total of all leave does not exceed 52 weeks. Recreation leave or long service leave used in accordance with this clause may be taken at either full pay or half pay.

**177. Police Residences**

- 177.1 On occasion, Victoria Police may advertise a position that requires an employee to occupy a police residence. Where a police residence is required to be occupied by an employee, rent shall be deducted from the employee's *base rate of pay* in accordance with the following:
- (a) for a residence which is part of or in the vicinity of a police station, 30 per cent of the rental valuation of such premises as determined from time to time by the Valuer General or three per cent of the employee's *base rate of pay*, whichever is the lesser; or
  - (b) for any other residence, 60 per cent of the rental valuation of such premises as determined from time to time by the Valuer General or six per cent of the employee's *base rate of pay*, whichever is the lesser.
- 177.2 Where a police residence is not available for occupation by an employee on the day they are required to take over and perform the duties of the appointment for which the premises are provided, the employee will be provided with a suitable temporary premises until the police residence is available for their occupation at the same rent that they would be required to pay in respect of the police residence.
- 177.3 When an employee initially occupies a police residence the employer will advise the employee of the requirement in **sub-clause 108.4**.
- 177.4 If an employee is required to live in a private premises during the renovation or rebuilding of the police residence provided for their use, they will be provided with such private premises at the same rent that they would be required to pay if they were in occupation of the relevant police residence.
- 177.5 An employee, who is required to occupy a police residence and who elects not to reside at such residence, will be required to vacate the position as if it was a self-initiated transfer.
- 177.6 Any dispute in relation to the amount to be deducted shall be dealt with in accordance with the dispute resolution procedure in **clause 10**.
- 

**178. Voluntary Duties**

- 178.1 For the purpose of this clause:
- Sporting and special events* means: sporting activities, festivals, fetes, community entertainment events and other planned events of a similar nature.
- Tasked event* means: targeted operations in community precincts and/or crowded places
- 178.2 Events should be of a nature that police or protective service officer resources needed cannot be met without affecting a station's ordinary resources.
- 178.3 *Inspectors* and below and Protective Services Officers can nominate to be rostered by the employer to perform duties at *sporting and special events* or a *tasked event*, on their days off.
- 178.4 Voluntary duties are not available to employees on sick leave, suspension, paid parental leave, paid study leave or long service leave.
- 178.5 Employees can only work a maximum of two days voluntary duties per *fortnight* during a non-leave period.

- 178.6 The minimum period of work will be four hours and will commence and finish at the event, unless specified otherwise.
- 178.7 In the instance of an event cancellation, employees who have been paraded at the event will be paid for four hours.
- 178.8 Payment for voluntary duties will be at overtime/recall rate 1.5 of the *ordinary hourly rate of pay*.
- 178.9 No shift, overtime or other allowances will be paid.
- 178.10 Work as a result of unforeseen circumstances, beyond the period rostered as voluntary work, will continue to be paid at the voluntary duties hourly rate of pay in accordance with **sub-clause 178.8**.
- 178.11 Meals will be provided only in cases where they are ordinarily provided to on-duty personnel.
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**179. Threats of Harm Against Serving Members (THASM)**

- 179.1 The employer is committed to supporting employees and their family members who are the subject of a threat of harm.
- 179.2 Where an employee is the subject of a threat of harm, and the employer has assessed the threat as being credible, the Police Threats Review Panel will make recommendations to manage the threat.
- 179.3 Affected employees may request to attend or be represented at a Police Threats Review Panel hearing.
- 179.4 The employer will meet the costs of implementing the recommendations of the Police Threats Review Panel, where the recommendations exceed generally accepted household security, including alterations to the employee's place of residence or relocation of the employee's residence.
- 179.5 Where as a result of a threat of harm and the employer has assessed the threat as credible, an employee is assigned or transferred to different duties and this results in a reduction in salary and/or position-based allowances, the employee is entitled to have their salary and position-based allowances maintained.
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**180. PFA Representative Rights and Facilities**

- 180.1 For the purposes of this clause PFA representative includes a board member, delegate or assistant delegate of The Police Association of Victoria.
- 180.2 The employer and the PFA are committed to the facilitation of co-operative workplace relations through the establishment of consultative arrangements and effective dispute settling provisions.
- 180.3 Employees have the right to be represented by the PFA and to the protections afforded to employees and their representatives under the FW Act.
- 180.4 The employer will not cause an employee to suffer any detriment or adverse treatment because they are a member of the PFA or sought representation or assistance from the PFA.
- 180.5 For the purpose of carrying out their role, PFA representatives will be:
- (a) provided with reasonable access to office equipment and services such as office, email, telephone and computer access where available;

- (b) permitted to post written material in a place to which employees have access and is not a public area;
  - (c) granted reasonable time in the course of their duties to discuss employment issues with members in their area of representation or Officers of the PFA. Representatives are to ensure that these discussions do not hinder or obstruct members in the performance of their work and that service delivery is not affected.
- 

#### **181. PFA Leave**

- 181.1 Employees will be entitled to leave without pay in accordance with the agreement between the Secretary of The Police Association of Victoria and Chief Commissioner of Police in order to undertake employment with the PFA or The Police Association of Victoria.
  - 181.2 An employee who has been authorised to attend an approved staff association training course, and who has been nominated by the PFA to attend such course, may be granted up to five days of paid leave to attend the approved training course in any one calendar *year* or 10 days over a two year period.
  - 181.3 An employee may be granted additional paid leave to attend an approved staff association training course where the employer is satisfied that attendance is likely to contribute to a better understanding of industrial relations, occupational health and safety, safe work practices, or knowledge of industrial entitlements.
  - 181.4 The employer may grant paid leave to members of the PFA or PFA representatives to attend meetings, delegates' conferences and the annual general meeting. In addition the employer may grant paid leave to members of the PFA to attend interstate/overseas conferences.
  - 181.5 Leave granted under this clause counts as service for all purposes except WorkCover.
  - 181.6 Employees will not be entitled to claim any personal or travelling expenses associated with attendance.
  - 181.7 The employer will grant paid leave to members of the PFA who are actively involved in instructing or giving evidence in industrial proceedings before the Fair Work Commission and other relevant jurisdictions.
- 

#### **182. Abandonment of Employment**

- 182.1 If an employee is absent for more than one month:
    - (a) without permission of the employer; and
    - (b) without contacting the employer to provide an explanation for the absence; and
    - (c) in circumstances where the employer could not reasonably, after due enquiry, have been aware of any grounds for the absence;

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

#### **183. Occupational Health and Safety**

##### ***Objectives***

- 183.1 The employer acknowledges and supports the rights of employees to work in an environment, which is, so far as is reasonably practicable, safe and without risks to health

consistent with the *Occupational Health and Safety Act 2004* (Vic). The parties are committed to consultation and resolution of Occupational Health and Safety (OH&S) issues.

- 183.2 The employer recognises the PFA as a legitimate representative of employees for OH&S matters and undertakes to comply with relevant occupational health and safety legislation.
- 183.3 This Agreement commits Victoria Police and the PFA to improving health and safety. This will be accomplished through the ongoing development, in consultation with employees and their Health and Safety Representatives, of safety management systems and procedures designed, as far as is reasonably practicable to:
- (a) identify, assess, reduce, control and record workplace hazards;
  - (b) identify, assess and control workplace hazards;
  - (c) reduce the incidence, severity and cost of occupational injury and illness; and
  - (d) provide a rehabilitation system for workers affected by occupational injury or illness.
- 183.4 OH&S statutory requirements, as well as codes of practice, guidelines made by the Victoria WorkCover Authority and Australian standards are minimum standards and will be improved upon where practicable.
- 

#### **184. Consultation**

- 184.1 OH&S consultative mechanisms will be established to address OH&S issues. Such mechanisms will be:
- (a) in accordance with the *Occupational Health and Safety Act 2004* (Vic), in particular s. 35 in relation to the duty of the employer to consult with employees;
  - (b) established in consultation with employees and their Health and Safety Representatives; and
  - (c) consistent with the employer's agreed dispute resolution procedures and the rights and functions of Health and Safety representatives.
- 184.2 At least half the members of an OH&S committee shall be Health and Safety Representatives who are elected by the employees.
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#### **185. Health and Safety Representation**

- 185.1 The employer recognises the role of the PFA in managing the nomination and election of Health and Safety Representatives.
- 185.2 In order to facilitate effective communication for the provision of health, safety, wellbeing and support the election of PFA representatives and health and safety representatives, the employer will provide monthly to the PFA electronically, details of all employees including registered number, name, rank, email address and work location.
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#### **186. Child Care**

- 186.1 Where an employee is required to work outside their ordinary rostered hours or where an employee's rostered shift is changed without the employee having requested that change, and 72 hours or less notice is given to the employee, the employee is entitled to be reimbursed for incurred child care expenses to a maximum of the rate per day prescribed in **Schedule C**.



- 186.2 The employer may request evidence such as a Child Benefit Claim Form for either Registered Care or Approved Care, tax invoice/receipt, or other supporting documentation as may from time to time be required detailing the cost incurred, or reimbursement sought.

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## PART 20 POSITION BASED ALLOWANCES AND CONDITIONS

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### 187. One-Member Stations

- 187.1 An employee appointed to a one-person station shall, for the period of such appointment, be paid a one-member station allowance in accordance with **Schedule B**.
- 187.2 Payment of a one-member station allowance shall be in respect of any work within their response zone in excess of rostered ordinary hours, or any work on a rest day or a day of recreation leave for work in their response zone. The allowance is also for any overtime worked in their cluster that directly relates to work that commenced in their response zone, and for any unplanned disturbance associated with working in a one-member station.
- 187.3 Except where overtime is being paid to the employee in accordance with **sub-clause 187.5**, the parties agree that where an employee in receipt of a one-member station allowance is approved by an Officer to work 'excessive hours', they will be paid an excessive hours penalty for all hours worked in excess of 12 hours until they have received an 8 hour break. This may include attendance at court and crime scenes.
- 187.4 The excessive hours penalty will be equivalent to the employee's *ordinary hourly rate of pay* for each excessive hour worked.
- 187.5 Payment of a one-member station allowance is not intended to cover work:
- (a) that is in excess of rostered ordinary hours on any working day or rest day and which is outside their *response zone* in relation to an incident that commenced outside their *response zone*; or
  - (b) which is part of a planned organisational exercise such as counter terrorism planning or an emergency management exercise; or
  - (c) on long service leave.
- 187.6 Where the employer requires work of this nature, payment must be made in accordance with **Part 6**.
- 187.7 An employee who relieves at a one-member station for any period of seven or more consecutive days inclusive of rest days is to be paid pro rata the one-member station allowance prescribed in **sub-clause 187.1**.
- 187.8 Subject to approval by the local area Commander, and provided that the employee's area does not suffer in terms of provision of service to their local community, one-member station employees may:
- (a) work night shift of up to three nights duration over a 14 day period for planned local, cluster or district operations;
  - (b) work night shift of their own volition to address crime and traffic trends that have been identified for attention within their own respective response zones. Cluster rosters are to be adjusted accordingly by the employee concerned;
  - (c) work seven days of night shifts within a 28 day period at their request for career development reasons;

- (d) only be rostered away from their response zone in emergencies or critical situations.

**188. Air Wing**

- 188.1 All appointments to the Police Air Wing will be determined by the employer on the basis of the employee's relevant qualifications and experience.
- 188.2 The following employee classifications shall be paid the relevant salary prescribed for the below mentioned levels in accordance with **Schedule A**.

<b>Classification</b>	<b>Definition</b>	<b>Level</b>
<i>Chief Pilot (Rotary Wing and Fixed-Wing)</i>	"Chief Pilot (Rotary Wing and Fixed-Wing)" means the pilot designated by the Chief Commissioner to perform the duties and responsibilities of a Chief Pilot for both the Air Wing's rotary and fixed-wing aircraft at the same time, and who is authorised by the Civil Aviation Safety Authority to perform such duties and responsibilities within the meaning of the Civil Aviation Act or Civil Aviation Regulations.	Level 6, Progression Point 8
<i>Chief Pilot (Rotary Wing or Fixed-Wing)</i>	"Chief Pilot (Rotary Wing or Fixed-Wing)" means the pilot designated by the Chief Commissioner to perform the duties and responsibilities of a Chief Pilot for either the Air Wing's rotary or fixed-wing aircraft (but not both), and who is authorised by the Civil Aviation Safety Authority to perform such duties and responsibilities within the meaning of the Civil Aviation Act or Civil Aviation Regulations.	6 Increment Progression Point 1 Employees will not be entitled to incremental progression within this level
<i>Senior Pilot</i>	"Senior Pilot" means the pilot in charge other than the Chief Pilot who at the direction of the Chief Commissioner and authorised by the Civil Aviation Safety Authority to supervise the duties of other pilots in addition to flying duties performed for Victoria Police.	5
<i>Check and Training Pilot</i>	"Check and Training Pilot" means a pilot directed by the Chief Commissioner and authorised by the Civil Aviation Safety Authority to conduct flight proficiency tests for the issue and renewal of pilots' licences and ratings and who certifies to the competency of pilots so tested in addition to flying duties performed for Victoria Police.	5
<i>Line Pilot (3 years plus with C.I.R Helicopter)</i>	"Line Pilot 3 years plus with C.I.R. (Helicopter)" means a pilot who is a holder of a Commercial or Air Transport Pilot's Licence with a minimum of three years flying experience with Command Instrument Rating (Helicopter) and is authorised by the Chief Commissioner to perform flying duties for Victoria Police.	4

<b>Classification</b>	<b>Definition</b>	<b>Level</b>
<i>Line Pilot (less than 3 years with C.I.R Helicopter)</i>	"Line Pilot Less than 3 years with C.I.R." means a pilot who is a holder of a Commercial or Air Transport Pilot's Licence with less than 3 years flying experience with Command Instrument Rating (Helicopter) and is authorised by the Chief Commissioner to perform flying duties for the Victoria Police.	3
<i>Line Pilot</i>	"Line Pilot" means a pilot who is a holder of a Commercial or Air Transport Pilot's Licence and is authorised by the Chief Commissioner to perform flying duties for Victoria Police.	2

- 188.3 The employee may be paid against a higher rank than that to which the employee has attained on promotion or transfer.
- 188.4 An employee who holds a police rank when transferred to the Police Air Wing shall continue to hold that rank. This shall apply to employees currently working at the Police Air Wing and any employee who may transfer to the Police Air Wing in the future.
- 188.5 An employee, who is an Air Wing Pilot, will be entitled to a flying operations allowance at the rate specified in **Schedule B**.
- 188.6 The allowance prescribed at **sub-clause 188.5** is in recognition of qualifications and requirements placed on pilots including Command Instrument Rating, Air Transport Pilot Licence and loss of licence insurance.
- 188.7 An employee engaged in flying operations within the Air Wing may work 12 hour shifts.
- 188.8 For the purposes of the payment of allowances in **Schedule B**, **Schedule D** and **Schedule E** (where eligible), Air Wing Pilots will be paid at the rank equivalent to the level specified in the table in this clause.

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## **189. Tactical Flight Officers**

- 189.1 Tactical Flight Officers will be paid in accordance with the relevant salary in **Schedule D**, **Schedule E** (where eligible) and **Schedule G**.
- 189.2 For the purposes of the payment of allowances in **Schedule B**, the following will apply:

<b>Substantive rank</b>	<b>Rate of allowance</b>
Sergeant	Sergeant 6 Leadership Allowance
Leading Senior Constable	Leading Senior Constable 16 Capability Allowance
Senior Constable	Senior Constable 12 Capability Allowance
First Constable	First Constable 4 Capability Allowance
Constable	Constable 2 Capability Allowance

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**190. Fingerprint Sciences Group (Forensic Services Department)**

- 190.1 Employees appointed to the Fingerprints Sciences Group shall be paid the relevant salary prescribed for the following levels in accordance with **Schedule A**.

Inspector	Level 6, Increment 1 <i>Employees will not be entitled to incremental progression within this level</i>
Manager	Level 5
Senior Fingerprint Expert	Level 4
Fingerprint Expert	Level 3
Fingerprint Technician	Level 2

- 190.2 The employee may be paid against a higher rank than that to which the employee has attained on promotion or transfer.
- 190.3 For the avoidance of doubt, an employee appointed to a supervisory role at the Fingerprint Sciences Group who is not an expert will be entitled to payment at their substantive rank until they reach expert level.
- 190.4 An employee who holds a police rank when transferred to the Fingerprint Sciences Group shall continue to hold that rank, unless that employee applies for and gains on merit a position at a higher rank. This shall apply to employees currently working at the Fingerprint Sciences Group and any employee who may transfer to the Fingerprint Sciences Group in the future.
- 190.5 For the purposes of the payment of allowances in **Schedule B**, **Schedule D** and **Schedule E** (where eligible), employees appointed to the Fingerprint Sciences Group will be paid at the rank equivalent to the level specified in the table in this clause.

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**191. Crime Scene Group and Office of the Chief Forensic Scientist (Forensic Services Department)**

- 191.1 Employees appointed to the Crime Scene Group or the Office of the Chief Forensic Scientist within the following classifications shall be paid the relevant salary prescribed for the below mentioned levels in accordance with **Schedule A**:

Inspector	Level 6, Increment 1 <i>Employees will not be entitled to incremental progression within this level</i>
Manager	Level 5
Senior Crime Scene Expert/Ballistic Expert	Level 4
Crime Scene Expert/Ballistic Expert	Level 3
Crime Scene Examiner/Ballistic Examiner	Level 2

- 191.2 The employee may be paid against a higher rank than that to which the employee has attained on promotion or transfer.
- 191.3 For the avoidance of doubt, an employee appointed to a supervisory role at the Crime Scene Group or the Office of the Chief Forensic Scientist, who is not an expert will be entitled to

payment at their substantive rank until they reach expert level.

- 191.4 An employee who holds a police rank when transferred to the Crime Scene Group or the Office of the Chief Forensic Scientist shall continue to hold that rank, unless that employee applies for and gains on merit a position at a higher rank. This shall apply to employees currently working at the Crime Scene Group or the Office of the Chief Forensic Scientist and any employee who may transfer to the Crime Scene Group or the Office of the Chief Forensic Scientist in the future.
- 191.5 For the purposes of the payment of allowances in **Schedule B, Schedule D** and **Schedule E** (where eligible), employees appointed to the Crime Scene Group or the Office of the Chief Forensic Scientist will be paid at the rank equivalent to the level specified in the table in this clause.

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**192. Disturbance Allowance**

- 192.1 A disturbance allowance will be paid in accordance with this clause as compensation for contactability and disturbance outside of work hours, work performed by an employee at their immediate location, short notice roster disturbances and the variation to the excessive hours' penalty.
- 192.2 Employees below the rank of *Inspector*:
- (a) who own or occupy a position:
    - (i) as a Covert Online Operative;
    - (ii) in the High Risk Source Team;
    - (iii) in the PSC Coverts (SS2, SS3);
    - (iv) in the PSC Technical Project Unit;
    - (v) as a tactical operative in the Special Operations Group (**SOG**);
    - (vi) in the State Surveillance Unit;
    - (vii) in the Technical Surveillance Unit;
    - (viii) in the Undercover Unit;
    - (ix) in the Witness Protection Unit; or
    - (x) in an Intelligence and Covert Support Command approved position dedicated to the management of human sources; and
  - (b) whose work is:
    - (i) primarily focused on duties of a covert or surveillance nature, or as a tactical operative in the SOG; and
    - (ii) operational police work; and
    - (iii) liable for short notice roster disturbances that require the employee to change shift time and work away from their usual work location (including interstate);
  - (c) who participate in operational rotations as set out in **sub-clause 192.9**, other than for tactical operatives in the SOG; and
  - (d) whose department head or delegate confirms every six *months* that the above requirements of the employee continue;

will be paid a disturbance allowance pursuant to **sub-clause 192.3**.

- 192.3 Employees who meet the eligibility criteria pursuant to **sub-clause 192.2** will be paid a disturbance allowance in accordance with **Schedule B** as follows.

Disturbance Allowance 1	Disturbance Allowance 2
<p>Employees who own or occupy a position:</p> <ul style="list-style-type: none"> <li>• in the PSC Coverts (SS2); or</li> <li>• in the State Surveillance Unit; or</li> <li>• in the Technical Surveillance Unit; or</li> <li>• in the Witness Protection Unit;</li> </ul> <p>and are regularly rostered on availability.</p> <p>Employees who occupy:</p> <ul style="list-style-type: none"> <li>• an Intelligence and Covert Support Command approved position dedicated to the management of human sources.</li> </ul>	<p>Employees who own or occupy a position:</p> <ul style="list-style-type: none"> <li>• as a Covert Online Operative; or</li> <li>• in the High Risk Source Team; or</li> <li>• in PSC Coverts (SS3); or</li> <li>• in the PSC Technical Project Unit; or</li> <li>• in the Undercover Unit; or</li> <li>• in the Witness Protection Unit;</li> </ul> <p>and are not regularly rostered on availability but are required to maintain direct contact with human sources and/or persons of interest associated with covert operations.</p> <p>Employees who own or occupy a position:</p> <ul style="list-style-type: none"> <li>• as a tactical operative in the SOG.</li> </ul>

- 192.4 On application, *Inspectors* who own or occupy a position in a work unit specified in **sub-clause 192.3**, may be assessed for eligibility for a disturbance allowance in accordance with this clause. An *Inspector* who applies for and is in receipt of the allowance prescribed in this clause is not eligible to receive the allowance prescribed in **clause 60**.
- 192.5 *Superintendents* are not eligible for a disturbance allowance.
- 192.6 The payment of a disturbance allowance pursuant to **sub-clause 192.3** is in lieu of any payments for change of shift.
- 192.7 For the purpose of **sub-clause 192.2(b)(ii)**, operational police work includes any compulsory rotation or direction to perform duties of an administrative or training nature for a period of time but not where an employee requests a flexible work arrangement, either on a temporary or permanent basis, that does not involve field work.
- 192.8 Employees seconded into one of the units pursuant to **sub-clause 192.2(a)** will be entitled to the disturbance allowance on a pro-rata basis, subject to the employee meeting all the eligibility requirements set out in **sub-clause 192.2**.
- 192.9 For the purpose of **sub-clause 192.2(c)**, operational rotations involve:
- undergoing a compulsory rotation to an operational uniform or criminal investigation position (where the employee is appropriately qualified) every five *years*;
  - the location and timing of the rotation being mutually agreed with the location convenient to the employee's place of residence;
  - the employee electing to undertake the compulsory rotation for three or six *months* provided that no leave may be taken during a three *month* rotation;
  - the employee being deemed to have met the operational rotation requirement should the

department head or appropriate delegate not release the employee for rotation;

- (e) there being a minimum of two years separation between each rotation.

- 192.10 An employee who, at the time of commencing an operational rotation as set out in **sub-clause 192.9**, was in receipt of the civilian clothing allowance in accordance with **clause 105**, will continue to be paid the civilian clothing in accordance with **clause 105** for each shift worked during the operational rotation.

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### **193. Dog Handlers**

- 193.1 Employees appointed to a dog handler's position or as a SOG tactical working dog handler/operative or a BRU explosive detector handler, and required to care and maintain the dog at their own premises will receive:
- (a) an allowance equivalent to four hours at *overtime/recall rate 1.5* per fortnight for requirement to care and maintain the dog during days rostered 'off duty'; and
  - (b) one hour time off in lieu per day when rostered 'on duty' or during a day taken as time off in lieu each; and
  - (c) an allowance equivalent to two hours at *overtime/recall rate 1.5* per week for the requirement to care for and maintain the dog during rostered recreation leave.
- 193.2 The period 'off duty' includes a period of any paid leave unless the dog is required to be kenneled away from dog handler's own premises for the duration of such leave.
- 193.3 Where an employee, other than those employed as a SOG tactical working dog handler/operative or a BRU explosive detector dog handler, has care of a dog at their own premises the employee's shifts will start and finish at the dog handler's own premises. This includes rostered ordinary hours of work or any other period of duty where operational tasks may be performed other than for attendance at the dog squad training facility for a dog handler's training course.
- 193.4 Where an employee, employed as a SOG tactical working dog handler/operative or a BRU explosive detector dog handler, has care of a dog at their own premises they will be paid an allowance calculated at their ordinary hourly rate for the time taken to transport the dog from their premises to their workplace and return.

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### **194. Collision Reconstruction and Mechanical Investigation Unit**

- 194.1 Employees appointed to the Collision Reconstruction and Mechanical Investigation Unit within the following classifications shall be paid the relevant salary prescribed for the below mentioned levels in accordance with **Schedule A**.

Inspector	Level 6, Increment 1 <i>Employees will not be entitled to incremental progression within this level</i>
Manager	Level 5
Senior Collision Reconstruction Expert	Level 4
Collision Reconstruction Expert	Level 3

Collision Reconstruction Examiner	Level 2
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- 194.2 The employee may be paid against a higher rank than that to which the employee has attained on promotion or transfer.
- 194.3 For the avoidance of doubt, an employee appointed to a supervisory role at the Collision Reconstruction and Mechanical Investigation Unit who is not an expert will be entitled to payment at their substantive rank until they reach expert level.
- 194.4 An employee who holds a police rank when transferred to the Collision Reconstruction and Mechanical Investigation Unit shall continue to hold that rank, unless that employee applies for and gains on merit a position at a higher rank. This shall apply to employees currently working at the Collision Reconstruction and Mechanical Investigation Unit and any employee who may transfer to the Collision Reconstruction and Mechanical Investigation Unit in the future.
- 194.5 For the purposes of the payment of allowances in **Schedule B**, **Schedule D** and **Schedule E** (where eligible), employees appointed to the Collision Reconstruction and Mechanical Investigation Unit will be paid at the rank equivalent to the level specified in the table in this clause.

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**195. Legal Services Department**

- 195.1 Employees appointed to the Legal Services Department will be paid in accordance with **Schedule D**, **Schedule E** (where eligible) and **Schedule H**.
- 195.2 For the purposes of the payment of allowances in **Schedule B**, the following will apply:

Substantive rank	Rate of allowance
Inspector / Senior Sergeant in the LPG	Inspector Contactability Allowance
Senior Sergeant / Sergeant in the LPG	Senior Sergeant 6 Leadership Allowance
Sergeant / Leading Senior Constable in the LPG	Sergeant 6 Leadership Allowance
Leading Senior Constable / Senior Constable in the LPG	Leading Senior Constable 16 Capability Allowance
Senior Constable / First Constable in the LPG	Senior Constable 12 Capability Allowance
First Constable / Constable in the LPG	First Constable 4 Capability Allowance
Constable	Constable 2 Capability Allowance

- 195.3 The employer will maintain a unit; the LPG. The employer will advertise positions within the LPG.
- 195.4 Employees who are legal practitioners and hold a current Victorian legal practising certificate are eligible to apply for positions in the LPG. Appointment to the LPG will be determined by merit-based selection.
- 195.5 An employee appointed to the LPG will continue to be paid as such while they continue to be employed in the Legal Services Department.



Schedule A. Ordinary Rate of Pay Recruit to Commander

	Rank		24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
Level 7	Commander	4	231,113	238,046	245,187	252,543
		3	226,574	233,371	240,372	247,583
		2	222,036	228,697	235,558	242,624
		1	217,497	224,022	230,742	237,664
Level 6	Superintendent	8	213,232	219,629	226,218	233,005
		7	210,047	216,349	222,839	229,524
		6	206,145	212,330	218,700	225,261
		5	201,947	208,005	214,246	220,673
		4	197,984	203,924	210,042	216,343
		3	193,740	199,552	205,539	211,705
		2	185,402	190,964	196,693	202,594
		1	181,763	187,216	192,833	198,618
Level 5	Inspector	6	178,598	183,956	189,475	195,159
		5	174,110	179,334	184,714	190,255
		4	170,697	175,818	181,093	186,525
		3	167,348	172,368	177,539	182,865
		2	164,066	168,988	174,058	179,280
		1	160,849	165,674	170,644	175,764
Level 4	Senior Sergeant	6	155,446	160,110	164,913	169,860
		5	154,019	158,639	163,399	168,301
		4	152,182	156,747	161,449	166,293
		3	150,343	154,854	159,499	164,284
		2	148,507	152,962	157,551	162,278
		1	146,669	151,069	155,601	160,269
Level 3	Sergeant	6	140,784	145,008	149,358	153,839
		5	137,538	141,664	145,914	150,291
		4	135,630	139,699	143,890	148,207
		3	133,720	137,731	141,863	146,119
		2	131,811	135,765	139,838	144,034
		1	129,901	133,798	137,812	141,946
Level 2	Leading Senior Constable	16	118,774	122,337	126,007	129,787
		15	116,659	120,159	123,763	127,476
		14	114,372	117,803	121,337	124,977
		13	113,239	116,636	120,135	123,739
	Senior Constable	12	112,117	115,480	118,945	122,513
		11	109,469	112,753	116,136	119,620
		10	106,821	110,026	113,326	116,726
		9	104,645	107,785	111,018	114,349
		8	102,401	105,474	108,638	111,897
		7	100,161	103,166	106,261	109,448
		6	98,672	101,632	104,681	107,821
		5	96,756	99,658	102,648	105,728

Level 1	First Constable	4	88,197	90,842	93,568	96,375
		3	85,210	87,766	90,399	93,111
	Constable	2	82,222	84,688	87,229	89,846
		1	79,235	81,612	84,060	86,582
	Recruit		57,675	59,405	61,187	63,023
	Reservist		81,241	83,678	86,188	88,774
	PSO Senior Sergeant	6	113,727	117,139	120,653	124,273
		5	112,497	115,872	119,348	122,929
		4	111,268	114,606	118,044	121,585
		3	110,038	113,340	116,740	120,242
		2	108,809	112,073	115,436	118,899
		1	107,659	110,889	114,216	117,642
	PSO Sergeant	6	105,603	108,771	112,034	115,395
		5	104,374	107,505	110,730	114,052
		4	103,143	106,238	109,425	112,708
		3	102,322	105,391	108,553	111,810
		2	101,501	104,546	107,683	110,913
		1	99,510	102,495	105,570	108,737
	PSO Senior	10	89,580	92,267	95,035	97,886
		9	88,264	90,912	93,639	96,448
		8	85,471	88,035	90,676	93,396
		7	83,824	86,339	88,929	91,597
		6	81,136	83,570	86,077	88,659
		5	78,895	81,262	83,700	86,211
	PSO 1 <sup>st</sup> Class	4	78,017	80,358	82,768	85,251
		3	76,485	78,779	81,143	83,577
	PSO	2	74,987	77,237	79,554	81,941
		1	73,059	75,251	77,508	79,833

## Schedule B. Salary Related Allowances

### Commuted Overtime Allowance

COT 1	24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
Sgt & SSGT - Non Operational Readiness	\$8,798	\$9,062	\$9,334	\$9,614
Sgt & SSGT - Operational Readiness	\$8,884	\$9,239	\$9,608	\$9,993
Constable & S/Con - Non Operational Readiness	\$6,481	\$6,675	\$6,876	\$7,082
Constable & S/Con - Operational Readiness	\$6,544	\$6,806	\$7,078	\$7,361

COT 2	24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
Sgt & SSGT - Non Operational Readiness	\$17,596	\$18,124	\$18,668	\$19,228
Sgt & SSGT - Operational Readiness	\$17,767	\$18,478	\$19,217	\$19,986
Constable & S/Con - Non Operational Readiness	\$12,963	\$13,352	\$13,752	\$14,165
Constable & S/Con - Operational Readiness	\$13,089	\$13,612	\$14,157	\$14,723

### One Member Station Allowance

	24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
One Member Station Allowance - Non Operational Readiness	\$12,963	\$13,352	\$13,752	\$14,165
One Member Station Allowance - Operational Readiness	\$13,089	\$13,612	\$14,157	\$14,723

### Disturbance Allowance

	24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
Disturbance Allowance 1 - Non Operational Readiness	\$8,886	\$9,153	\$9,427	\$9,710
Disturbance Allowance 1 - Operational Readiness	\$8,972	\$9,331	\$9,705	\$10,093
Disturbance Allowance 2 - Non Operational Readiness	\$16,659	\$17,159	\$17,674	\$18,204
Disturbance Allowance 2 - Operational Readiness	\$16,821	\$17,494	\$18,194	\$18,922

### Commander Contactability Allowance

	24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
Commander Contactability Allowance	\$10,797	\$11,121	\$11,454	\$11,798

### Superintendent Contactability Allowance

	24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
Superintendent Contactability Allowance	\$10,597	\$10,914	\$11,242	\$11,579

### Inspector Contactability Allowance

	24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
Inspector Contactability	\$11,736	\$12,088	\$12,450	\$12,824

### Flying Operations Allowance

	24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
Flying Operations Allowance	\$54,080	\$55,703	\$57,374	\$59,095

### Availability Allowance

	24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
Availability (non-rest day) - Non Operational Readiness	\$7.76	\$7.99	\$8.23	\$8.47
Availability (rest day) - Non Operational Readiness	\$15.54	\$16.01	\$16.49	\$16.98
Availability (non-rest day) - Operational Readiness	\$7.83	\$8.14	\$8.47	\$8.81
Availability (rest day) - Operational Readiness	\$15.69	\$16.32	\$16.97	\$17.65
Availability (non-rest day) - General Duties	\$7.87	\$8.22	\$8.59	\$8.98
Availability (rest day) - General Duties	\$15.77	\$16.48	\$17.22	\$17.99

### MERC Allowance

	24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
MERC Allowance	\$6,291	\$6,480	\$6,674	\$6,875

### Language Allowance

	24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
Language Allowance	\$1,533	\$1,579	\$1,627	\$1,675

### Service Delivery Reform Allowance

	24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
Commanders	\$2,620	\$2,699	\$2,780	\$2,863
Superintendents	\$2,358	\$2,429	\$2,502	\$2,577
Inspectors	\$1,991	\$2,051	\$2,113	\$2,176

### Wellbeing Allowance

	24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
Wellbeing Allowance	\$567	\$584	\$602	\$620

### Leadership Allowance

	24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
Senior Sergeant 6	\$3,901	\$4,018	\$4,138	\$4,262
Senior Sergeant 5	\$3,887	\$4,004	\$4,124	\$4,248
Senior Sergeant 4	\$3,872	\$3,989	\$4,108	\$4,232
Senior Sergeant 3	\$3,859	\$3,975	\$4,094	\$4,217
Senior Sergeant 2	\$3,844	\$3,959	\$4,078	\$4,201
Senior Sergeant 1	\$3,829	\$3,944	\$4,063	\$4,185
Sergeant 6	\$3,616	\$3,724	\$3,836	\$3,951
Sergeant 5	\$3,602	\$3,710	\$3,821	\$3,936
Sergeant 4	\$3,587	\$3,695	\$3,806	\$3,920
Sergeant 3	\$3,573	\$3,680	\$3,790	\$3,904
Sergeant 2	\$3,559	\$3,666	\$3,776	\$3,889
Sergeant 1	\$3,544	\$3,651	\$3,760	\$3,873

### Capability Allowance

	24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
Leading Senior Constable 16	\$3,501	\$3,606	\$3,715	\$3,826
Leading Senior Constable 15	\$3,488	\$3,592	\$3,700	\$3,811
Leading Senior Constable 14	\$3,473	\$3,577	\$3,685	\$3,795
Leading Senior Constable 13	\$3,460	\$3,563	\$3,670	\$3,780
Senior Constable 12	\$3,445	\$3,548	\$3,655	\$3,764
Senior Constable 11	\$3,430	\$3,533	\$3,639	\$3,748
Senior Constable 10	\$3,417	\$3,519	\$3,625	\$3,733
Senior Constable 9	\$3,402	\$3,504	\$3,609	\$3,717
Senior Constable 8	\$3,387	\$3,489	\$3,593	\$3,701
Senior Constable 7	\$3,374	\$3,475	\$3,579	\$3,686
Senior Constable 6	\$3,359	\$3,460	\$3,563	\$3,670
Senior Constable 5	\$3,345	\$3,446	\$3,549	\$3,655
Constable 4	\$3,331	\$3,431	\$3,533	\$3,639
Constable 3	\$3,316	\$3,415	\$3,518	\$3,623
Constable 2	\$3,302	\$3,401	\$3,503	\$3,609
Constable 1	\$3,288	\$3,386	\$3,488	\$3,593

### Protective Services Officer Senior Sergeant and Sergeant Capability Allowance

	24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
PSO Senior Sergeant 6	\$2,703	\$2,784	\$2,867	\$2,953
PSO Senior Sergeant 5	\$2,688	\$2,769	\$2,852	\$2,937
PSO Senior Sergeant 4	\$2,675	\$2,755	\$2,837	\$2,923
PSO Senior Sergeant 3	\$2,660	\$2,740	\$2,822	\$2,907
PSO Senior Sergeant 2	\$2,646	\$2,726	\$2,807	\$2,892
PSO Senior Sergeant 1	\$2,632	\$2,711	\$2,792	\$2,876
PSO Sergeant 6	\$2,617	\$2,695	\$2,776	\$2,860

PSO Sergeant 5	\$2,603	\$2,681	\$2,762	\$2,845
PSO Sergeant 4	\$2,589	\$2,666	\$2,746	\$2,829
PSO Sergeant 3	\$2,575	\$2,652	\$2,732	\$2,814
PSO Sergeant 2	\$2,560	\$2,637	\$2,716	\$2,798
PSO Sergeant 1	\$2,546	\$2,622	\$2,701	\$2,782

**Protective Services Officer Capability Allowance**

	24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
PSO Senior 10	\$2,532	\$2,608	\$2,686	\$2,767
PSO Senior 9	\$2,517	\$2,593	\$2,671	\$2,751
PSO Senior 8	\$2,503	\$2,578	\$2,655	\$2,735
PSO Senior 7	\$2,489	\$2,564	\$2,641	\$2,720
PSO Senior 6	\$2,474	\$2,549	\$2,625	\$2,704
PSO Senior 5	\$2,461	\$2,535	\$2,611	\$2,689
PSO 1 <sup>st</sup> Class 4	\$2,446	\$2,519	\$2,595	\$2,673
PSO 1 <sup>st</sup> Class 3	\$2,431	\$2,504	\$2,579	\$2,657
PSO 2	\$2,418	\$2,490	\$2,565	\$2,642
PSO 1	\$2,403	\$2,475	\$2,549	\$2,626



# Schedule C. Expense Related Allowances

Expense Related Allowance	24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
<b>Overtime Meals</b>				
(i) Breakfast	\$21.80	\$22.45	\$23.13	\$23.82
(ii) Lunch	\$21.80	\$22.45	\$23.13	\$23.82
(iii) Dinner	\$28.90	\$29.77	\$30.66	\$31.58
(iv) Night meal	\$21.80	\$22.45	\$23.13	\$23.82
<b>Meal/Incidental Allowance - Overnight</b>				
Breakfast	\$28.00	\$28.84	\$29.71	\$30.60
Lunch	\$47.58	\$49.01	\$50.48	\$51.99
Dinner	\$67.04	\$69.05	\$71.13	\$73.26
Bed	\$205.89	\$212.07	\$218.43	\$224.99
Incidentals	\$26.35	\$27.14	\$27.95	\$28.79
<b>Inadequate Accommodation Allowance</b>				
	\$40.44	\$41.66	\$42.91	\$44.19
<b>Course/Conference Expense</b>				
Breakfast	\$28.00	\$28.84	\$29.71	\$30.60
Lunch	\$47.58	\$49.01	\$50.48	\$51.99
Dinner	\$67.04	\$69.05	\$71.13	\$73.26
Incidentals Departmental premises	\$26.35	\$27.14	\$27.95	\$28.79
Incidentals Non-departmental premises within Victoria	\$32.47	\$33.44	\$34.45	\$35.48
Incidentals Non-departmental premises Interstate	\$39.92	\$41.12	\$42.35	\$43.62
<b>Daily Meal Allowance for Part Day Absence or Attendance at Court</b>				
(i) Breakfast	\$21.80	\$22.45	\$23.13	\$23.82
(ii) Lunch	\$21.80	\$22.45	\$23.13	\$23.82
(iii) Dinner	\$28.90	\$29.77	\$30.66	\$31.58
(iv) Night meal	\$21.80	\$22.45	\$23.13	\$23.82
<b>Mobile Police Station Allowance</b>				
92.1(a) Equipped mobile police station	\$57.52	\$59.24	\$61.02	\$62.85
92.1(b) Non-equipped mobile police station	\$75.97	\$78.25	\$80.60	\$83.02
<b>Camping Out Allowance</b>				
	\$113.07	\$116.46	\$119.96	\$123.56
<b>One Member Station</b>				
Reimbursement of telephone expense	\$533.12	\$549.11	\$565.59	\$582.55
<b>Private Vehicle Kilometre Rate</b>				
Motor cars 2 litres and over	\$1.29	\$1.33	\$1.37	\$1.41
Motor cars under 2 litres	\$1.07	\$1.10	\$1.13	\$1.17
Motor cycles 250cc and over	\$0.64	\$0.66	\$0.68	\$0.70
Motor cycles under 250 cc	\$0.47	\$0.49	\$0.50	\$0.52

Bicycles	\$0.16	\$0.16	\$0.17	\$0.17
<b>Relocation</b>				
Cost of comprehensive insurance cover whilst in transit	\$106,949.04	\$110,157.52	\$113,462.24	\$116,866.11
Once only permanent relocation allowance	\$1,660.07	\$1,709.87	\$1,761.17	\$1,814.01
<b>Sale &amp; Purchase Costs of Property Depreciation</b>				
Single employee	\$671.48	\$691.62	\$712.37	\$733.74
Member with substantial dependents	\$1,427.46	\$1,470.29	\$1,514.39	\$1,559.83
<b>Sale &amp; Purchase Costs</b>				
(a) Maximum price of a property	\$471,227.38	\$485,364.20	\$499,925.13	\$514,922.88
(b) Maximum first mortgage	\$322,005.42	\$331,665.58	\$341,615.55	\$351,864.02
<b>Living Away from Home Allowance</b>				
Full member/recruit	\$400.01	\$412.01	\$424.37	\$437.10
<b>Child Care Reimbursement</b>	\$89.12	\$91.80	\$94.55	\$97.39
<b>Remote Allowance</b>	\$1,395.59	\$1,437.46	\$1,480.58	\$1,525.00
<b>Civilian Clothing Allowance</b>				
Male Clothing	\$2,975.71	\$3,356.71	\$3,786.50	\$4,271.32
Female Clothing	\$3,908.86	\$4,026.13	\$4,146.91	\$4,271.32
<b>Temporary Civilian Clothing Allowance</b>				
Male Clothing	\$11.21	\$12.88	\$14.80	\$17.01
Female Clothing	\$15.56	\$16.03	\$16.51	\$17.01
<b>Uniform Allowance</b>				
1st year of service maintenance	\$282.39	\$290.86	\$299.59	\$308.58
Thereafter footwear/maintenance	\$566.98	\$583.99	\$601.51	\$619.56
<b>Shrine Guard Uniform Allowance</b>				
Uniform Allowance	\$566.98	\$583.99	\$601.51	\$619.56

Schedule D. Retention Allowance

		Rank	24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
Level 7	Commander	4	\$3,197	\$3,197	\$3,197	\$3,197
		3	\$3,134	\$3,134	\$3,134	\$3,134
		2	\$3,071	\$3,071	\$3,071	\$3,071
		1	\$3,009	\$3,009	\$3,009	\$3,009
Level 6	Superintendent	8	\$2,950	\$2,950	\$2,950	\$2,950
		7	\$2,905	\$2,905	\$2,905	\$2,905
		6	\$2,851	\$2,851	\$2,851	\$2,851
		5	\$2,793	\$2,793	\$2,793	\$2,793
		4	\$2,739	\$2,739	\$2,739	\$2,739
		3	\$2,680	\$2,680	\$2,680	\$2,680
		2	\$2,565	\$2,565	\$2,565	\$2,565
		1	\$2,514	\$2,514	\$2,514	\$2,514
Level 5	Inspector	6	\$2,480	\$2,480	\$2,480	\$2,480
		5	\$2,408	\$2,408	\$2,408	\$2,408
		4	\$2,361	\$2,361	\$2,361	\$2,361
		3	\$2,315	\$2,315	\$2,315	\$2,315
		2	\$2,278	\$2,278	\$2,278	\$2,278
		1	\$2,225	\$2,225	\$2,225	\$2,225
Level 4	Senior Sergeant	6	\$2,155	\$2,155	\$2,155	\$2,155
		5	\$2,140	\$2,140	\$2,140	\$2,140
		4	\$2,111	\$2,111	\$2,111	\$2,111
		3	\$2,081	\$2,081	\$2,081	\$2,081
		2	\$2,072	\$2,072	\$2,072	\$2,072
		1	\$2,032	\$2,032	\$2,032	\$2,032
Level 3	Sergeant	6	\$1,971	\$1,971	\$1,971	\$1,971
		5	\$1,921	\$1,921	\$1,921	\$1,921
		4	\$1,912	\$1,912	\$1,912	\$1,912
		3	\$1,866	\$1,866	\$1,866	\$1,866
		2	\$1,839	\$1,839	\$1,839	\$1,839
		1	\$1,813	\$1,813	\$1,813	\$1,813
Level 2	Leading Senior Constable	16	\$1,715	\$1,715	\$1,715	\$1,715
		15	\$1,676	\$1,676	\$1,676	\$1,676
		14	\$1,635	\$1,635	\$1,635	\$1,635
		13	\$1,617	\$1,617	\$1,617	\$1,617
	Senior Constable	12	\$1,611	\$1,611	\$1,611	\$1,611
		11	\$1,553	\$1,553	\$1,553	\$1,553
		10	\$1,506	\$1,506	\$1,506	\$1,506
		9	\$1,484	\$1,484	\$1,484	\$1,484
		8	\$1,437	\$1,437	\$1,437	\$1,437
		7	\$1,401	\$1,401	\$1,401	\$1,401
		6	\$1,380	\$1,380	\$1,380	\$1,380
		5	\$1,351	\$1,351	\$1,351	\$1,351
Level 1	First Constable	4	\$1,228	\$1,228	\$1,228	\$1,228
		3	\$1,182	\$1,182	\$1,182	\$1,182
	Constable	2	\$1,140	\$1,140	\$1,140	\$1,140
		1	\$1,096	\$1,096	\$1,096	\$1,096
	Recruit		\$798	\$798	\$798	\$798
	Reservist		\$1,124	\$1,124	\$1,124	\$1,124



PSO Senior Sergeant	6	\$1,573	\$1,573	\$1,573	\$1,573
	5	\$1,556	\$1,556	\$1,556	\$1,556
	4	\$1,539	\$1,539	\$1,539	\$1,539
	3	\$1,522	\$1,522	\$1,522	\$1,522
	2	\$1,505	\$1,505	\$1,505	\$1,505
	1	\$1,483	\$1,483	\$1,483	\$1,483
PSO Sergeant	6	\$1,461	\$1,461	\$1,461	\$1,461
	5	\$1,447	\$1,447	\$1,447	\$1,447
	4	\$1,433	\$1,433	\$1,433	\$1,433
	3	\$1,424	\$1,424	\$1,424	\$1,424
	2	\$1,404	\$1,404	\$1,404	\$1,404
	1	\$1,383	\$1,383	\$1,383	\$1,383
PSO Senior	10	\$1,265	\$1,265	\$1,265	\$1,265
	9	\$1,256	\$1,256	\$1,256	\$1,256
	8	\$1,205	\$1,205	\$1,205	\$1,205
	7	\$1,184	\$1,184	\$1,184	\$1,184
	6	\$1,149	\$1,149	\$1,149	\$1,149
	5	\$1,102	\$1,102	\$1,102	\$1,102
PSO 1 <sup>st</sup> Class	4	\$1,091	\$1,091	\$1,091	\$1,091
	3	\$1,058	\$1,058	\$1,058	\$1,058
PSO	2	\$1,053	\$1,053	\$1,053	\$1,053
	1	\$1,018	\$1,018	\$1,018	\$1,018

#### Legal Services Department

	24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
Inspector				
Senior Sergeant in LPG	\$2,565	\$2,565	\$2,565	\$2,565
Senior Sergeant with Graduate Certificate (GC) for 5+ years				
Sergeant in LPG for 5+ years	\$2,642	\$2,642	\$2,642	\$2,642
Senior Sergeant with GC for 4-5 years				
Sergeant in LPG for 4-5 years	\$2,408	\$2,408	\$2,408	\$2,408
Senior Sergeant with GC for 3-4 years				
Sergeant in LPG for 3-4 years	\$2,361	\$2,361	\$2,361	\$2,361
Senior Sergeant with GC for 2-3 years				
Sergeant in LPG for 2-3 years	\$2,315	\$2,315	\$2,315	\$2,315
Senior Sergeant with GC for 1-2 years				
Sergeant in LPG for 1-2 years	\$2,278	\$2,278	\$2,278	\$2,278
Senior Sergeant with GC for 0-1 year				
Sergeant in LPG for 0-1 year	\$2,225	\$2,225	\$2,225	\$2,225
Sergeant with GC for 5+ years				
Senior Constable in LPG for 5+ years	\$2,155	\$2,155	\$2,155	\$2,155
Sergeant with GC for 4-5 years				
Senior Constable in LPG for 4-5 years	\$2,140	\$2,140	\$2,140	\$2,140
Sergeant with GC for 3-4 years				
Senior Constable in LPG for 3-4 years	\$2,111	\$2,111	\$2,111	\$2,111
Sergeant with GC for 2-3 years				
Senior Constable in LPG for 2-3 years	\$2,081	\$2,081	\$2,081	\$2,081
Sergeant with GC for 1-2 years				
Senior Constable in LPG for 1-2 years	\$2,072	\$2,072	\$2,072	\$2,072
Sergeant with GC for 0-1 year				
Senior Constable in LPG for 0-1 year	\$2,032	\$2,032	\$2,032	\$2,032

Leading Senior Constable with GC for 5+ years
Leading Senior Constable with GC for 4-5 years
Leading Senior Constable with GC for 3-4 years
Leading Senior Constable with GC for 2-3 years
Leading Senior Constable with GC for 1-2 years
Leading Senior Constable with GC for 0-1 year
Senior Constable 12 with GC
Senior Constable 11 with GC
Senior Constable 10 with GC
Senior Constable 9 with GC
Senior Constable 8 with GC
Senior Constable 7 with GC
Senior Constable 6 with GC
Senior Constable 5 with GC
First Constable 4 with GC
First Constable 3 with GC
Constable 2 with GC
Constable 1 with GC

\$1,971	\$1,971	\$1,971	\$1,971
\$1,921	\$1,921	\$1,921	\$1,921
\$1,912	\$1,912	\$1,912	\$1,912
\$1,866	\$1,866	\$1,866	\$1,866
\$1,839	\$1,839	\$1,839	\$1,839
\$1,813	\$1,813	\$1,813	\$1,813
\$1,715	\$1,715	\$1,715	\$1,715
\$1,676	\$1,676	\$1,676	\$1,676
\$1,635	\$1,635	\$1,635	\$1,635
\$1,617	\$1,617	\$1,617	\$1,617
\$1,611	\$1,611	\$1,611	\$1,611
\$1,553	\$1,553	\$1,553	\$1,553
\$1,506	\$1,506	\$1,506	\$1,506
\$1,484	\$1,484	\$1,484	\$1,484
\$1,437	\$1,437	\$1,437	\$1,437
\$1,401	\$1,401	\$1,401	\$1,401
\$1,380	\$1,380	\$1,380	\$1,380
\$1,351	\$1,351	\$1,351	\$1,351

#### Tactical Flight Officers

TFO Sergeant for 5+ years
TFO Sergeant for 4-5 years
TFO Sergeant for 3-4 years
TFO Sergeant for 2-3 years
TFO Sergeant for 1-2 years
TFO Sergeant for 0-1 year
TFO for 5+ years
TFO for 4-5 years
TFO for 3-4 years
TFO for 2-3 years
TFO for 1-2 years
TFO for 0-1 year

24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
\$2,155	\$2,155	\$2,155	\$2,155
\$2,140	\$2,140	\$2,140	\$2,140
\$2,111	\$2,111	\$2,111	\$2,111
\$2,081	\$2,081	\$2,081	\$2,081
\$2,072	\$2,072	\$2,072	\$2,072
\$2,032	\$2,032	\$2,032	\$2,032
\$1,971	\$1,971	\$1,971	\$1,971
\$1,921	\$1,921	\$1,921	\$1,921
\$1,912	\$1,912	\$1,912	\$1,912
\$1,866	\$1,866	\$1,866	\$1,866
\$1,839	\$1,839	\$1,839	\$1,839
\$1,813	\$1,813	\$1,813	\$1,813

Schedule E. Operational Readiness Allowance

	Rank		24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
Level 7	Commander	4	\$2,451	\$5,049	\$7,801	\$10,713
		3	\$2,406	\$4,955	\$7,656	\$10,515
		2	\$2,360	\$4,862	\$7,512	\$10,316
		1	\$2,315	\$4,768	\$7,367	\$10,118
Level 6	Superintendent	8	\$2,268	\$4,671	\$7,217	\$9,911
		7	\$2,236	\$4,606	\$7,116	\$9,772
		6	\$2,197	\$4,525	\$6,991	\$9,601
		5	\$2,155	\$4,439	\$6,858	\$9,418
		4	\$2,115	\$4,357	\$6,732	\$9,245
		3	\$2,073	\$4,270	\$6,597	\$9,059
		2	\$1,989	\$4,098	\$6,331	\$8,695
		1	\$1,953	\$4,023	\$6,215	\$8,536
Level 5	Inspector	6	\$1,929	\$3,974	\$6,139	\$8,431
		5	\$1,884	\$3,881	\$5,996	\$8,235
		4	\$1,850	\$3,811	\$5,888	\$8,086
		3	\$1,816	\$3,742	\$5,781	\$7,939
		2	\$1,784	\$3,674	\$5,677	\$7,796
		1	\$1,751	\$3,608	\$5,574	\$7,655
Level 4	Senior Sergeant	6	\$1,599	\$3,294	\$5,090	\$6,990
		5	\$1,585	\$3,265	\$5,044	\$6,927
		4	\$1,566	\$3,226	\$4,985	\$6,846
		3	\$1,548	\$3,188	\$4,926	\$6,765
		2	\$1,529	\$3,150	\$4,867	\$6,684
		1	\$1,511	\$3,112	\$4,808	\$6,603
Level 3	Sergeant	6	\$1,450	\$2,986	\$4,614	\$6,336
		5	\$1,417	\$2,919	\$4,510	\$6,194
		4	\$1,398	\$2,880	\$4,449	\$6,110
		3	\$1,379	\$2,840	\$4,388	\$6,026
		2	\$1,359	\$2,800	\$4,326	\$5,942
		1	\$1,340	\$2,761	\$4,265	\$5,858
Level 2	Leading Senior Constable	16	\$1,228	\$2,531	\$3,910	\$5,369
		15	\$1,207	\$2,487	\$3,842	\$5,276
		14	\$1,184	\$2,439	\$3,769	\$5,176
		13	\$1,173	\$2,416	\$3,732	\$5,126
	Senior Constable	12	\$1,161	\$2,392	\$3,696	\$5,076
		11	\$1,135	\$2,337	\$3,611	\$4,960
		10	\$1,108	\$2,283	\$3,527	\$4,843
		9	\$1,086	\$2,237	\$3,457	\$4,747
		8	\$1,064	\$2,191	\$3,385	\$4,649
		7	\$1,041	\$2,144	\$3,313	\$4,550
		6	\$1,026	\$2,114	\$3,265	\$4,484
		5	\$1,007	\$2,074	\$3,204	\$4,400

Level 1	First Constable	4	\$921	\$1,897	\$2,931	\$4,025
		3	\$891	\$1,835	\$2,836	\$3,894
	Constable	2	\$861	\$1,773	\$2,740	\$3,763
		1	\$831	\$1,712	\$2,644	\$3,632
	Recruit		\$577	\$1,188	\$1,836	\$2,521
	Reservist		\$818	\$1,685	\$2,604	\$3,576
	PSO Senior Sergeant	6	\$1,170	\$2,410	\$3,724	\$5,114
		5	\$1,158	\$2,384	\$3,684	\$5,059
		4	\$1,145	\$2,359	\$3,644	\$5,005
		3	\$1,133	\$2,333	\$3,605	\$4,951
		2	\$1,120	\$2,308	\$3,565	\$4,896
		1	\$1,109	\$2,284	\$3,528	\$4,846
	PSO Sergeant	6	\$1,088	\$2,241	\$3,462	\$4,755
		5	\$1,075	\$2,215	\$3,423	\$4,701
		4	\$1,063	\$2,190	\$3,383	\$4,646
		3	\$1,055	\$2,173	\$3,357	\$4,610
		2	\$1,046	\$2,155	\$3,330	\$4,573
		1	\$1,026	\$2,114	\$3,266	\$4,486
	PSO Senior	10	\$927	\$1,909	\$2,950	\$4,051
		9	\$913	\$1,882	\$2,907	\$3,993
		8	\$885	\$1,824	\$2,818	\$3,870
		7	\$869	\$1,790	\$2,765	\$3,797
		6	\$842	\$1,734	\$2,679	\$3,679
		5	\$819	\$1,688	\$2,607	\$3,581
	PSO 1 <sup>st</sup> Class	4	\$810	\$1,669	\$2,579	\$3,542
		3	\$795	\$1,637	\$2,530	\$3,474
	PSO	2	\$780	\$1,606	\$2,482	\$3,408
		1	\$760	\$1,566	\$2,420	\$3,323

## Legal Services Department

	24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
Inspector				
Senior Sergeant in LPG	\$1,997	\$4,114	\$6,356	\$8,729
Senior Sergeant with Graduate Certificate (GC) for 5+ years				
Sergeant in LPG for 5+ years	\$1,939	\$3,994	\$6,171	\$8,475
Senior Sergeant with GC for 4-5 years				
Sergeant in LPG for 4-5 years	\$1,894	\$3,902	\$6,028	\$8,279
Senior Sergeant with GC for 3-4 years				
Sergeant in LPG for 3-4 years	\$1,860	\$3,831	\$5,919	\$8,129
Senior Sergeant with GC for 2-3 years				
Sergeant in LPG for 2-3 years	\$1,826	\$3,762	\$5,813	\$7,983
Senior Sergeant with GC for 1-2 years				
Sergeant in LPG for 1-2 years	\$1,794	\$3,695	\$5,708	\$7,840
Senior Sergeant with GC for 0-1 year				
Sergeant in LPG for 0-1 year	\$1,761	\$3,629	\$5,606	\$7,699
Sergeant with GC for 5+ years				
Senior Constable in LPG for 5+ years	\$1,575	\$3,244	\$5,012	\$6,883
Sergeant with GC for 4-5 years				
Senior Constable in LPG for 4-5 years	\$1,560	\$3,214	\$4,966	\$6,820
Sergeant with GC for 3-4 years				
Senior Constable in LPG for 3-4 years	\$1,542	\$3,177	\$4,908	\$6,740
Sergeant with GC for 2-3 years				
Senior Constable in LPG for 2-3 years	\$1,524	\$3,139	\$4,849	\$6,660
Sergeant with GC for 1-2 years				
Senior Constable in LPG for 1-2 years	\$1,505	\$3,101	\$4,791	\$6,579
Sergeant with GC for 0-1 year				
Senior Constable in LPG for 0-1 year	\$1,487	\$3,063	\$4,732	\$6,499
Leading Senior Constable with GC for 5+ years	\$1,365	\$2,812	\$4,344	\$5,966
Leading Senior Constable with GC for 4-5 years	\$1,331	\$2,742	\$4,236	\$5,818
Leading Senior Constable with GC for 3-4 years	\$1,311	\$2,702	\$4,174	\$5,732
Leading Senior Constable with GC for 2-3 years	\$1,291	\$2,660	\$4,110	\$5,644
Leading Senior Constable with GC for 1-2 years	\$1,272	\$2,621	\$4,049	\$5,561
Leading Senior Constable with GC for 0-1 year	\$1,253	\$2,581	\$3,988	\$5,477

Senior Constable 12 with GC
Senior Constable 11 with GC
Senior Constable 10 with GC
Senior Constable 9 with GC
Senior Constable 8 with GC
Senior Constable 7 with GC
Senior Constable 6 with GC
Senior Constable 5 with GC
First Constable 4 with GC
First Constable 3 with GC
Constable 2 with GC
Constable 1 with GC

\$1,228	\$2,529	\$3,908	\$5,367
\$1,207	\$2,486	\$3,841	\$5,274
\$1,184	\$2,439	\$3,768	\$5,174
\$1,173	\$2,415	\$3,732	\$5,125
\$1,161	\$2,392	\$3,696	\$5,076
\$1,135	\$2,338	\$3,612	\$4,960
\$1,108	\$2,283	\$3,527	\$4,844
\$1,087	\$2,238	\$3,458	\$4,749
\$1,063	\$2,190	\$3,383	\$4,646
\$1,041	\$2,144	\$3,312	\$4,548
\$1,025	\$2,112	\$3,264	\$4,482
\$1,006	\$2,073	\$3,203	\$4,398

### Tactical Flight Officers

TFO Sergeant for 5+ years
TFO Sergeant for 4-5 years
TFO Sergeant for 3-4 years
TFO Sergeant for 2-3 years
TFO Sergeant for 1-2 years
TFO Sergeant for 0-1 year
TFO for 5+ years
TFO for 4-5 years
TFO for 3-4 years
TFO for 2-3 years
TFO for 1-2 years
TFO for 0-1 year

24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
\$1,575	\$3,244	\$5,012	\$6,883
\$1,560	\$3,214	\$4,966	\$6,820
\$1,542	\$3,177	\$4,908	\$6,740
\$1,524	\$3,139	\$4,849	\$6,660
\$1,505	\$3,101	\$4,791	\$6,579
\$1,487	\$3,063	\$4,732	\$6,499
\$1,365	\$2,812	\$4,344	\$5,966
\$1,331	\$2,742	\$4,236	\$5,818
\$1,311	\$2,702	\$4,174	\$5,732
\$1,291	\$2,660	\$4,110	\$5,644
\$1,272	\$2,621	\$4,049	\$5,561
\$1,253	\$2,581	\$3,988	\$5,477

Schedule F. General Duties Allowance

	Rank		24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27		
Level 4	Senior Sergeant	6	\$800	\$1,647	\$2,545	\$3,495		
		5	\$792	\$1,632	\$2,522	\$3,463		
		4	\$783	\$1,613	\$2,492	\$3,423		
		3	\$774	\$1,594	\$2,463	\$3,382		
		2	\$765	\$1,575	\$2,433	\$3,342		
		1	\$755	\$1,556	\$2,404	\$3,301		
Level 3	Sergeant	6	\$725	\$1,493	\$2,307	\$3,168		
		5	\$709	\$1,460	\$2,255	\$3,097		
		4	\$699	\$1,440	\$2,224	\$3,055		
		3	\$689	\$1,420	\$2,194	\$3,013		
		2	\$680	\$1,400	\$2,163	\$2,971		
		1	\$670	\$1,380	\$2,133	\$2,929		
Level 2	Leading Senior Constable	16	\$614	\$1,265	\$1,955	\$2,685		
		15	\$604	\$1,243	\$1,921	\$2,638		
		14	\$592	\$1,220	\$1,884	\$2,588		
		13	\$586	\$1,208	\$1,866	\$2,563		
	Senior Constable	12	\$581	\$1,196	\$1,848	\$2,538		
		11	\$567	\$1,169	\$1,806	\$2,480		
		10	\$554	\$1,141	\$1,763	\$2,422		
		9	\$543	\$1,119	\$1,728	\$2,374		
		8	\$532	\$1,095	\$1,692	\$2,324		
		7	\$521	\$1,072	\$1,657	\$2,275		
		6	\$513	\$1,057	\$1,633	\$2,242		
		5	\$503	\$1,037	\$1,602	\$2,200		
		Level 1	First Constable	4	\$460	\$949	\$1,466	\$2,013
				3	\$445	\$918	\$1,418	\$1,947
Constable	2		\$430	\$887	\$1,370	\$1,881		
	1		\$415	\$856	\$1,322	\$1,816		

**Schedule G. Tactical Flight Officers**

	<b>24-Jan-25</b>	<b>1-Jun-25</b>	<b>1-Jun-26</b>	<b>1-Jun-27</b>
TFO Sergeant for 5+ years	\$153,281	\$157,879	\$162,616	\$167,494
TFO Sergeant for 4-5 years	\$151,854	\$156,409	\$161,101	\$165,935
TFO Sergeant for 3-4 years	\$150,016	\$154,517	\$159,152	\$163,927
TFO Sergeant for 2-3 years	\$148,178	\$152,624	\$157,202	\$161,918
TFO Sergeant for 1-2 years	\$146,342	\$150,732	\$155,254	\$159,912
TFO Sergeant for 0-1 year	\$144,504	\$148,839	\$153,304	\$157,903
TFO for 5+ years	\$132,418	\$136,390	\$140,482	\$144,697
TFO for 4-5 years	\$129,028	\$132,898	\$136,885	\$140,992
TFO for 3-4 years	\$127,081	\$130,894	\$134,821	\$138,865
TFO for 2-3 years	\$125,060	\$128,812	\$132,676	\$136,656
TFO for 1-2 years	\$123,151	\$126,846	\$130,651	\$134,571
TFO for 0-1 year	\$121,241	\$124,878	\$128,624	\$132,483


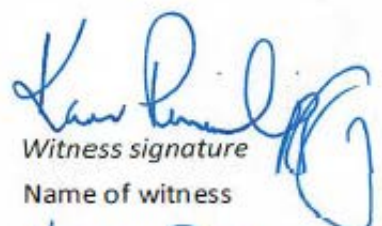


## Schedule H. Legal Services Department

	24-Jan-25	1-Jun-25	1-Jun-26	1-Jun-27
Inspector				
Senior Sergeant in LPG	\$185,402	\$190,964	\$196,693	\$202,594
Senior Sergeant with Graduate Certificate (GC) for 5+ years				
Sergeant in LPG for 5+ years	\$189,423	\$195,106	\$200,959	\$206,988
Senior Sergeant with GC for 4-5 years				
Sergeant in LPG for 4-5 years	\$184,936	\$190,484	\$196,198	\$202,084
Senior Sergeant with GC for 3-4 years				
Sergeant in LPG for 3-4 years	\$181,522	\$186,968	\$192,577	\$198,354
Senior Sergeant with GC for 2-3 years				
Sergeant in LPG for 2-3 years	\$178,173	\$183,518	\$189,023	\$194,694
Senior Sergeant with GC for 1-2 years				
Sergeant in LPG for 1-2 years	\$174,891	\$180,138	\$185,542	\$191,108
Senior Sergeant with GC for 0-1 year				
Sergeant in LPG for 0-1 year	\$171,674	\$176,824	\$182,129	\$187,593
Sergeant with GC for 5+ years				
Senior Constable in LPG for 5+ years	\$153,281	\$157,879	\$162,616	\$167,494
Sergeant with GC for 4-5 years				
Senior Constable in LPG for 4-5 years	\$151,854	\$156,409	\$161,101	\$165,935
Sergeant with GC for 3-4 years				
Senior Constable in LPG for 3-4 years	\$150,016	\$154,517	\$159,152	\$163,927
Sergeant with GC for 2-3 years				
Senior Constable in LPG for 2-3 years	\$148,178	\$152,624	\$157,202	\$161,918
Sergeant with GC for 1-2 years				
Senior Constable in LPG for 1-2 years	\$146,342	\$150,732	\$155,254	\$159,912
Sergeant with GC for 0-1 year				
Senior Constable in LPG for 0-1 year	\$144,504	\$148,839	\$153,304	\$157,903
Leading Senior Constable with GC for 5+ years	\$132,418	\$136,390	\$140,482	\$144,697
Leading Senior Constable with GC for 4-5 years	\$129,028	\$132,898	\$136,885	\$140,992
Leading Senior Constable with GC for 3-4 years	\$127,081	\$130,894	\$134,821	\$138,865
Leading Senior Constable with GC for 2-3 years	\$125,060	\$128,812	\$132,676	\$136,656
Leading Senior Constable with GC for 1-2 years	\$123,151	\$126,846	\$130,651	\$134,571
Leading Senior Constable with GC for 0-1 year	\$121,241	\$124,878	\$128,624	\$132,483
Senior Constable 12 with GC	\$118,774	\$122,337	\$126,007	\$129,787
Senior Constable 11 with GC	\$116,659	\$120,159	\$123,763	\$127,476
Senior Constable 10 with GC	\$114,372	\$117,803	\$121,337	\$124,977
Senior Constable 9 with GC	\$113,239	\$116,636	\$120,135	\$123,739
Senior Constable 8 with GC	\$112,117	\$115,480	\$118,945	\$122,513
Senior Constable 7 with GC	\$109,469	\$112,753	\$116,136	\$119,620
Senior Constable 6 with GC	\$106,821	\$110,026	\$113,326	\$116,726
Senior Constable 5 with GC	\$104,645	\$107,785	\$111,018	\$114,349
First Constable 4 with GC	\$102,401	\$105,474	\$108,638	\$111,897
First Constable 3 with GC	\$100,161	\$103,166	\$106,261	\$109,448
Constable 2 with GC	\$98,672	\$101,632	\$104,681	\$107,821
Constable 1 with GC	\$96,756	\$99,658	\$102,648	\$105,728



## Signature Page

**SIGNED** for and on behalf of The Police Federation of Australia:

 <i>Signature</i> <b>WAYNE GATT</b> <b>Chief Executive Officer, The Police Federation of Australia (Victoria Police Branch)</b> 70 Jolimont Street, East Melbourne 3002	 <i>Witness signature</i> Name of witness <b>Karen Philippzig</b>
--	--

Signed by parties on 5 March 2025 at Docklands

**SIGNED** for and on behalf of Victoria Police:

 <i>Signature</i> <b>RICK NUGENT APM</b> <b>Acting Chief Commissioner, Victoria Police</b> 311 Spencer Street, Docklands 3008	 <i>Witness signature</i> Name of witness <b>Susan Delroi</b>
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Signed by parties on 5 March 2025 at Docklands