

**WESTERN AUSTRALIA POLICE AGENCY SPECIFIC AGREEMENT 2013****WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

<b>PARTIES</b>	COMMISSIONER OF POLICE	<b>APPLICANT</b>
	-v-	
	CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA	<b>RESPONDENT</b>
<b>CORAM</b>	PUBLIC SERVICE ARBITRATOR COMMISSIONER S J KENNER	
<b>DATE</b>	THURSDAY, 30 JANUARY 2014	
<b>FILE NO</b>	PSAAG 1 OF 2014	
<b>CITATION NO.</b>	2014 WAIRC 00046	

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**Result** Agreement registered

**Representation**

**Applicant** Ms F Jennings and with her Mr J Davis

**Respondent** Mr D Wayda

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*Order*

HAVING heard Ms F Jennings and with her Mr J Davis as on behalf of the applicant and Mr D Wayda on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 hereby orders –

- (1) THAT the Western Australian Police Agency Specific Agreement 2013 as filed in the Commission on 9 January 2014 in the terms of the following schedule be and is hereby registered as an industrial agreement.

- (2) THAT the Western Australia Police Agency Specific Agreement 2009 be and is hereby cancelled.

**L.S.** (Sgd.) **S.J. KENNER**

COMMISSIONER S J KENNER  
PUBLIC SERVICE ARBITRATOR

**WESTERN AUSTRALIA POLICE**

**AGENCY SPECIFIC AGREEMENT  
2013**

## 1. TITLE

This agreement shall be known as the Western Australia Police Agency Specific Agreement 2013.

## 2. ARRANGEMENT

1. Title
2. Arrangement
3. Definitions
4. Purpose of the Agency Specific Agreement 2013
5. Application and Parties Bound
6. Term of the Agency Specific Agreement 2013
7. No Further Claims
8. Dispute Settlement Procedure
9. Hours of Duty
10. Camping Allowance
11. Signatures of Parties

## 3. DEFINITIONS

3.1 For the purposes of this Agency Specific Agreement the following definitions shall apply:

- a) "Agency" means Western Australia Police.
- b) "Agency Specific Agreement" means the Western Australia Police Agency Specific Agreement 2013.
- c) "Award" means the Public Service Award 1992.
- d) "Commutated Allowance" means, subject to the provisions of Clause 9.4 of this Agency Specific Agreement, an allowance paid in lieu of the shift penalties provided under the General Agreement and the Award.
- e) "Employee" means a person appointed as a public service officer under the provisions of Part 3 Public Service, of the *Public Sector Management Act 1994* employed in Western Australia Police by the Commissioner of Police as Chief Executive Officer, on behalf of the Crown.
- f) "Employer" means the Commissioner of Police as Chief Executive Officer of Western Australia Police.
- g) "General Agreement" means the Public Service and Government Officers General Agreement 2011, PSAAG 7 of 2011 or its replacement.
- h) "Support person" means a person who is supporting an employee in relation to any matter that may arise from this agreement (i.e. Union Official or Union Delegate or other persons so nominated by the employee).
- i) "Union" means The Civil Service Association of Western Australia Incorporated.
- j) "WAIRC" means the Western Australia Industrial Relations Commission.

**4. PURPOSE OF THE AGENCY SPECIFIC AGREEMENT 2013**

The parties agree that the purpose of this Agency Specific Agreement is to provide for employment conditions specific to the Western Australia Police in accordance with Clause 9 of the General Agreement.

**5. APPLICATION AND PARTIES BOUND**

5.1 The parties bound by this Agency Specific Agreement are The Civil Service Association of Western Australia Incorporated and the Commissioner of Police.

5.2 This Agency Specific Agreement does not replace the General Agreement.

5.3 This Agency Specific Agreement shall apply to all employees of WAPOL who are members or eligible to be members of the Union and who are covered by the General Agreement and the Award.

5.4 This Agency Specific Agreement shall be read in conjunction with the Award and the General Agreement.

5.5 Except where the General Agreement identifies conditions as core, the Agency Specific Agreement will prevail over the General Agreement and the Award to the extent of any inconsistency.

5.6 At the date of registration the approximate number of employees covered by this Agency Specific Agreement is 1,828.

**6. TERM OF THE AGENCY SPECIFIC AGREEMENT 2013**

6.1 This Agency Specific Agreement shall operate from the date of registration in accordance with Section 41 of the *Industrial Relations Act 1979* and shall remain in force for a period of two years.

6.2 The parties to this Agency Specific Agreement agree to re-open negotiations for a replacement Agency Specific Agreement at least 6 months prior to the expiry of this Agreement with a view to implementing a replacement agreement where applicable, operative from the day following expiration.

**7. NO FURTHER CLAIMS**

The parties to this Agency Specific Agreement undertake that for the term of this Agreement there will be no further claims on matters contained in this Agreement, except where provided for in this Agency Specific Agreement or through the General Agreement.

## 8. DISPUTE SETTLEMENT PROCEDURE

- 8.1 Any questions, disputes or difficulties arising under this Agency Specific Agreement or in the course of the employment of employees covered by this Agency Specific Agreement shall be dealt with in accordance with this Clause.
- 8.2 The employee/s and the manager/supervisor with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within 3 working days. An employee may be accompanied by a Union representative.
- 8.3 If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution, within a further 3 working days. An employee may be accompanied by a Union representative or support person.
- 8.4 If the dispute is still not resolved, it may be referred by the employee/s or Union representative/support person to the Police Commissioner or his/her nominee.
- 8.5 Where the dispute cannot be resolved within 5 working days of the Union representatives' referral of the dispute to the Police Commissioner or his/her nominee, either party may refer the matter to the WAIRC.
- 8.6 The period for resolving a dispute may be extended by agreement between the parties.
- 8.7 At all stages of the procedure the employee may be accompanied by a Union representative.

## 9. HOURS OF DUTY

- 9.1 **Standard Hours of Duty**
- 9.1.1 **Span of Hours**
- 9.1.2 The provisions of this Clause shall replace the provisions of Clause 17.13 of the General Agreement.
- 9.1.3 Prescribed hours of duty to be observed by employees shall be 7½ hours per day and may be worked between 7.00am and 6.00pm Monday to Friday subject to the conditions prescribed in Clause 17 - Hours of the General Agreement.
- 9.1.4 Notwithstanding Clause 9.1.3 the Employer may extend the prescribed hours of duty to be worked between 6.00am and 6.00pm Monday to Friday to meet operational and customer service requirements.
- 9.2 **Flexitime Periods**
- 9.2.1 Within the constraints of the prepared roster and subject to the concurrence of the supervisor, Employees may select their own starting and finishing times within the flexitime periods of 7.00am to 6.00pm.

9.2.2 The Employer may limit the access to and the operation of flexible working arrangements to ensure operational needs and customer service requirements of the agency are met. The Employer shall not unreasonably limit access to flexitime arrangements.

9.2.3 A maximum of 10 ordinary hours may be worked in any 1 day.

### **9.3 Part-Time Employment**

9.3.1 Except as agreed between the Employer and the Union, the parameters for the working of "ordinary hours" for part-time employees shall be 7.00am to 6.00pm Monday to Friday.

9.3.2 Notwithstanding Clause 9.3.1 the Employer may extend the prescribed hours of duty to be worked between 6.00am and 6.00pm Monday to Friday to meet operational and customer service requirements.

9.3.3 The prescribed hours of duty may, subject to agreement between the Employer and employee, be worked with flexible commencement and finishing times in accordance with the provisions of Clause 17 - Hours of the General Agreement provided that the required hours of duty for each 4 week settlement period shall be the agreed ordinary hours of duty specified within the part-time agreement.

### **9.4 Police Operations Centre – Call Taker/Radio Operators – 12 Hour Shift Arrangements**

9.4.1 The following arrangements shall apply to employees employed as Call Taker/Radio Operators in Police Communications in lieu of the provisions contained in subclause (1), (2)(a – c) and (3) of Clause 21 - Shift Work Allowance of the Award.

9.4.2 Shifts of 12 ordinary hours per day and in excess of 37½ hours per week shall be rostered and worked in a manner agreed by management and the majority of employees employed as Call Taker/Radio Operators in Police Communications subject to the ordinary hours worked over the agreed period averaging 37½ per week.

9.4.3 All shift allowances and any additional days off in lieu for afternoon, night, Saturday, Sunday and public holiday shifts shall not be paid and to compensate a commuted allowance shall be paid on a pro rata basis fortnightly with salary.

9.4.4 The commuted allowance shall apply at a rate of 32.8% of the employee's salary, but will be subject to recalculation if the allowances on which it is based change during the term of this agreement.

9.4.5 The commuted allowance shall be paid during periods of annual leave in lieu of the leave loading prescribed in the Award and during any period of personal leave but will not be paid during any periods of long service leave.

9.4.6 Employees who are rostered on a night, Saturday, Sunday or Public Holiday shift and do not want to work the shift due to a social commitment shall in the first instance endeavour to arrange a shift swap, provided that any exchange shall not involve the payment of overtime to any employee.

9.4.7 Leave applications are to specify the rostered working hours during the period of absence and leave accruals will be debited accordingly.

**9.4.8 Police Operations Centre – Part-Time Call Taker/Radio Operators – 12 Hour Shift Arrangements**

- 9.4.9 The following arrangements shall apply to part-time employees employed as Call Taker/Radio Operators undertaking shiftwork in Police Operations Centre.
- 9.4.10 Permanent part-time employees will be paid as appropriate in accordance with Clause 21 – Shift Work Allowance of the Award and Clause 19 of the General Agreement in lieu of the commuted allowance prescribed in accordance with this Clause.
- 9.4.11 Where the Employer and the employee agree, the employee may work additional hours in excess of the ordinary rostered hours in each fortnight. Neither party shall unreasonably decline a request from the other party to work additional hours in accordance with this Clause.
- 9.4.12 Overtime shall not be payable unless the total time worked is in excess of 8 hours worked in any one shift or is in excess 75 hours in a fortnight.
- 9.4.13 Employees shall be allowed to exchange shifts or days off with other employees provided the approval of the Employer has been obtained and provided that any exchange shall not involve payment of overtime to any employee.
- 9.4.14 An employee who is employed on a part-time basis shall be paid a proportion of the appropriate full-time salary dependent upon time worked. The salary shall be calculated in the following manner:

$$\frac{\text{Hours worked per fortnight}}{75} \times \frac{\text{Full-time fortnightly salary}}{1}$$

- 9.4.15 The Employer shall take into account occupational health and safety factors with respect to working additional hours.

**9.5 Police Assistance Centre (PAC) – Call Takers and Team Leaders – Full Time and Part-Time Employees - 10 Hour Shift Arrangements**

- 9.5.1 The provisions of this Clause shall replace the provisions of Clause 9(3)(c) and 21(3) of the Award and Clause 14(7) of the General Agreement unless specifically referred to in this Clause.
- 9.5.2 An employee working full time and engaged on shifts as part of the roster shall work 37½ hours per week and may be rostered to work on any 7 days of the week.
- 9.5.3 An employee working part-time and engaged on shifts as part of the roster shall work less than 37½ hours per week and may be rostered to work on any 7 days of the week.
- 9.5.4 An employee working part-time has a right, upon 12 weeks written notice, to revert to the conditions provided under Clause 9(3)(c) and 21(3) of the Award and Clause 14(7) of the Agreement.
- 9.5.5 Notwithstanding Clause 9.5.4 above, where agreement can be reached between the Employer and the employee the reversion can occur prior.



- 9.5.6 The maximum number of hours to be rostered in any weekly roster period will be 37½ hours.
- 9.5.7 Shifts will be worked within a 10 hour span. An employee will work 9 hours and 22½ minutes with a 37½ minute unpaid meal break.
- 9.5.8 Overtime shall only be payable for time worked in excess of a rostered shift.
- 9.5.9 The employer may require a full time employee to work reasonable overtime subject to the provisions of clause 9.5.7 and 9.5.8.
- 9.5.10 Hours worked in excess of the maximum number rostered in any weekly roster period of 37½ shall be paid at the appropriate rates as set out in Clause 22 – Overtime Allowance of the Award.
- 9.5.11 A full time employee may be required to work 1 additional overtime shift of 9 hours and 22½ minutes per weekly roster period and shall not unreasonably refuse to work this 1 additional overtime shift.
- 9.5.12 A full time employee who has already worked 1 additional overtime shift of 9 hours and 22½ minutes in a weekly roster period shall not be required to work a second additional overtime shift of 9 hours and 22½ minutes in the same weekly roster period, unless agreement is given beforehand by the full time employee.
- 9.5.13 A part-time employee may agree to work additional shifts of 9 hours and 22½ minutes and this will be regarded as an extension of the contract and shall be paid at the normal rate.
- 9.5.14 For the purpose of this Clause the weekly roster period is defined as Monday to Sunday inclusive.
- 9.5.15 The maximum number of rostered consecutive night shifts will be 4.
- 9.5.16 A minimum of 2 weekly leave days will be rostered together in any weekly roster period.
- 9.5.17 The roster will be posted 6 weeks prior to commencement.
- 9.5.18 An employee shall not be rostered for duty until at least 10 hours have elapsed from the time the employee's previous rostered shift ended. Provided that where agreement is reached between the Union and the Employer the 10 hour break may be reduced to accommodate special shift arrangements, except that under no circumstances shall such an agreement provide for a break of less than 8 hours.
- 9.5.19 A posted roster may only be altered on account of a contingency, which the Employer could not have been reasonably expected to have foreseen. If the roster is altered, the employee concerned shall be notified of the changed shift at least 24 hours before the changed shift commences. Provided that where such notice is not given, the employee shall be paid overtime in accordance with Clause 22 - Overtime of the Award for the duration of the changed shift. This provision shall not apply to an employee who was absent from duty on the employee's last rostered shift.

- 9.5.20 Employees may exchange shifts with other PAC employees and the change may be accepted at the discretion of the Employer. Where a mutual exchange is accepted the hourly rate and shift penalties paid to each of the employees who exchange shifts shall be paid based on the shifts worked by each employee. The mutual exchange shall otherwise be cost neutral to the Employer. The proposed change must be in writing and provided to the Employer as soon as is reasonably practicable prior to either shift being worked.
- 9.5.21 All provisions relating to Public Holidays will be paid and worked as provided for in Clause 21 – Shift Work Allowance of the Award.
- 9.5.22 Annual and Personal Leave hours will be debited at a rate 9 hours and 22½ minutes.
- 9.5.23 The Employer will be responsible for ensuring that there will be adequate and regular breaks during the 10 hour shift. Any break is discretionary and in addition to the unpaid meal break.
- 9.5.24 Where the Union and Employer agree in writing and where a minimum of 6 weeks' notice has been provided to employees the provisions of this Clause can be withdrawn and the provisions of Clause 9(3)(c) and 21(3) of the Award and Clause 14(7) of the General Agreement will prevail.

## **9.6 Camera Operators – Meal Breaks**

- 9.6.1 Due to the nature of the work of employees employed as Camera Operators, all meals are consumed during working hours and are deemed to be "paid meal breaks".
- 9.6.2 The Employer and an employee may agree to rostering arrangements that provide for shifts to be rostered in excess 6 consecutive days and/or for additional hours to be worked in excess of 7½ hours.
- 9.6.3 When leave is rostered, every effort shall be made to roster those leave days consecutively, wherever possible, and where the Employer and employee agree.

## **9.7 Call Taker/Radio Operators – Water Police – Meal Breaks**

- 9.7.1 Due to the nature of the work of employees employed as Call Taker/Radio Operators at Water Police, all meals are consumed during working hours and are deemed to be "paid meal breaks".
- 9.7.2 As the meals will be consumed during working hours, Call Taker/Radio Operators will work their rostered shift without a meal break. However, intermittent breaks will be possible dependent on operational requirements.

**10. CAMPING ALLOWANCE**

10.1 Where - to contain the additional travelling costs and/or to avoid lost working time associated with returning to a location where accommodation is available or to ensure the security and safety of a vehicle/radio/or other equipment - an employee camps beside or sleeps inside the vehicle whilst on a country patrol in a mobile workshop such employee shall be paid:

(a) North of the 26 degrees South Latitude  
\$151.89 for each day spent camping.

(b) South of the 26 degrees South Latitude  
\$108.96 for each day spent camping.

10.2 The camping allowance specified in 10.1(a) and (b) shall be subject to recalculation if the allowances, on which it is based, change during the term of this agreement.

**11. SIGNATURES OF PARTIES**

.....  
On behalf of the Commissioner of Police  
Western Australia Police

Date .....

.....  
Toni Walkington  
General Secretary  
The Civil Service Association of WA Inc

Date .....