

AFP Enterprise Agreement 2012–2016



AFP

AUSTRALIAN FEDERAL POLICE



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Part 1 – Introduction



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PART 1 – INTRODUCTION

1 BACKGROUND

- (1) This Agreement is a single enterprise agreement made in accordance with section 172 of the *Fair Work Act 2009*.

2 TITLE

- (1) This Agreement will be known as the *Australian Federal Police Enterprise Agreement 2012–2016*.

3 PARTIES

- (1) This Agreement is between the *Commissioner* of the AFP (on behalf of the Commonwealth) and the Employees of the AFP.

4 COMMENCEMENT DATE

- (1) This Agreement commences on the seventh day after the date of approval by Fair Work Australia with a nominal expiry date of 4 years from that date.

5 APPLICATION OF THE AGREEMENT

- (1) This Agreement applies to all Employees of the AFP with the exception of Employees who:
 - (a) have been declared Senior Executive AFP Employees in accordance with section 25 of the *Australian Federal Police Act 1979*;
 - (b) are covered by the *Australian Federal Police Executive Level Enterprise Agreement 2011*;
 - (c) are deployed outside Australia under section 40H(1) of the *Australian Federal Police Act 1979* and a determination under section 40H(2) of that Act is in place; or
 - (d) are Special Members of the AFP appointed under section 40E of the *Australian Federal Police Act 1979*, with the exception of special members who were Employees of the AFP immediately before being declared a special member.
- (2) For the purposes of sub-section 5(1)(c), an Employee will not be considered to be deployed outside Australia if they are deployed to any External Territory.

6 COMPREHENSIVE AGREEMENT

- (1) This Agreement is a comprehensive enterprise agreement and provides entitlements consistent with the National Employment Standards as detailed in the *Fair Work Act 2009*.

- (2) This Agreement excludes all applicable Enterprise and Modern Awards including the *Australian Federal Police Award 2002* (as varied from time to time).
- (3) The terms and conditions of this Agreement apply to all Employees in their entirety unless specifically identified, excluded or substituted.
- (4) Employment in the AFP is subject to the laws of the Commonwealth including subordinate legislation (as varied from time to time) and the common law, including, but not limited to:
 - (a) *Administrative Decisions (Judicial Review) Act 1977*;
 - (b) *Australian Federal Police Act 1979*;
 - (c) *Defence Reserve Service (Protection) Act 2001*;
 - (d) *Australian Civilian Corps Act 2011 (Cth)*;
 - (e) *Fair Work Act 2009*;
 - (f) *Long Service Leave (Commonwealth Employees) Act 1976*;
 - (g) *Maternity Leave (Commonwealth Employees) Act 1973*;
 - (h) *Work Health and Safety Act 2011*;
 - (i) *Safety, Rehabilitation and Compensation Act 1988*; and
 - (j) Applicable Superannuation legislation.

7 DELEGATION

- (1) The Commissioner may, by written instrument, delegate any of the Commissioner's powers or functions under this Agreement, other than this section and section 41 or sub-sections 12(4), 12(6), 12(7) or 42(7).
- (2) A person exercising delegated powers or functions under this Agreement must comply with any conditions, directions or limitations imposed by the Commissioner.
- (3) This section does not limit the power of the Commissioner to authorise a person to act for and on his or her behalf.

8 SALARY INCREASES

- (1) Under this Agreement there will be a Base Salary increase of 4% on the date this Agreement comes into effect.
- (2) Further increases will follow annually from this date as outlined below.
 - (a) 3%;
 - (b) 3.5%; and
 - (c) 3%.

9 PRODUCTIVITY INITIATIVES

- (1) To ensure continuous improvement in organisational and individual productivity, pay and conditions outcomes contained within this Agreement are linked to the following improvements in productivity:
 - (a) Strengthen performance management by improving individual key performance indicators linked to AFP's strategic plan, through continuous education and review processes;
 - (b) Ensuring all Employees accurately record their time in the relevant AFP time recording system;
 - (c) Commitment to review Deployment Assistance Allowance and implement Remote Localities Allowance within the first 12 months of this Agreement;
 - (d) Fostering a culture that encourages Employees to identify opportunities for business and process improvement and the realisation of potential efficiencies and savings;
 - (e) Encouraging Employees to take a minimum of four weeks annual leave each year and ensure Employees reduce annual leave balances when they accrue in excess of 304 hours;
 - (f) Focus on reducing travel expenditure and increasing use of video conference and teleconference facilities; and
 - (g) The AFP will move to a Six Month Calendar Averaging Period, and realign averaging periods.

Productivity bonus

- (2) A one-off lump sum of \$500 will be payable to Employees on commencement of this Agreement.

Eligible staff for productivity bonus

- (3) Eligible Employees for payment of the bonus include:
 - (a) Employees employed by the AFP and covered by the Agreement on the day of commencement, including non-ongoing Employees, (excluding those on leave without pay for a continuous period exceeding 12 months at the date of commencement or any Employee who has been suspended without pay from duty exceeding 3 months);
 - (b) part-time Employees will receive a pro-rata payment of the bonus based on the average hours worked for a period of 12 months prior to the date of commencement of the Agreement.

10 DEFINITIONS

- I. **AFP** means the Australian Federal Police.
- II. **Air Security Officer** means an Employee who:
 - (a) has a current Air Security Officer qualification; and
 - (b) is required to undertake duties on board an aircraft as part of their core duties.
- III. **Australian Federal Police Act 1979** means the *Australian Federal Police Act 1979* (Cth) (as amended from time to time).

- IV. **Base Salary** means the Salary Band and Increment Point against which an Employee is remunerated and, except for the calculation of Higher Duties Allowance, does not include any allowances in Part V of this Agreement.
- V. **Base Salary Hourly Penalty Rate** means a payment in accordance with the following formula:
- $$\frac{\text{(Base salary x 12 / 313)} }{80}$$
- VI. **Classification Structure** means the eight Salary Band levels to which the AFP applies work level standards and sets associated performance expectations.
- VII. **Code of Conduct** means the conduct expected of all AFP appointees which is expressed in Commissioner's Order 2 on Professional Standards (as varied from time to time).
- VIII. **Commissioner** means the Commissioner of the Australian Federal Police, or his or her delegate or delegates.
- IX. **Consultation** means providing relevant information to Employees, and where they choose their representatives, about changes, decisions, or other issues, which will affect them as soon as practicable. In accordance with section 205 of the *Fair Work Act 2009*, the provisions of Schedule 2.3 of the Fair Work Regulations – "Model Consultation Term", applies to this Agreement.
- X. **Double Time Hours** means Ordinary Time x 2.
- XI. **Employee** (including "Employees") means a person (or persons) engaged under section 24 of the *Australian Federal Police Act 1979*.
- XII. **External Territories** has the same meaning as that expression in the *Acts Interpretation Act 1901 (Cth)*.
- XIII. **Fair Work Act 2009** means the *Fair Work Act 2009 (Cth)* (as amended from time to time).
- XIV. **Fair Work Australia** has the same meaning as that expression in the *Fair Work Act 2009*.
- XV. **Financial Year** means the 12 month period from 1 July to 30 June.
- XVI. **Firm barrier** means a point within a broadband where job availability and successful assessment against relevant criteria may be required prior to advancement across a classification level within the broadband.
- XVII. **Hard Barrier** means a break between two classification levels where the only mechanism for internal advancement is through a merit selection exercise.
- XVIII. **Immediate Family Member** means:
- (a) a spouse, de facto partner (irrespective of gender), child, parent, grandparent, grandchild or sibling of the Employee; or
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
 - (c) a member of the Employee's household; or
 - (d) traditional kinship where there is a relationship or obligation, under the customs and traditions of the community or group to which the Employee belongs.

- XIX. **Increment Point** means the point within a Salary Band that an Employee is paid.
- XX. **Medical Certificate** means a certificate provided by a registered or licensed health practitioner under a law of a State or Territory that provides for the registration or licensing of health practitioners of that type.
- XXI. **Merit** (including “Merit Principles”) means ensuring all eligible people are provided an opportunity to apply for existing vacancies, and that any employment decisions are transparent and based on a fair assessment of the applicant’s ability to perform a role and is consistent with Regulation 3 of the *Australian Federal Police Regulations 1979*.
- XXII. **Night Shift** means any rostered shift or scheduled attendance of eight hours or more, where more than two hours of the rostered shift or scheduled attendance occurs between 0000 and 0600 hours.
- XXIII. **Normal Working Hours** means the hours of attendance specified in section 11(1) of this Agreement.
- XXIV. **Operational requirements** refer to the requirements of the role of an AFP Employee and any direction to perform other duties.
- XXV. **Ordinary Time** means hours that are worked and recorded at single time based on an averaged 40 hour week (which comprises 38 ordinary hours of work plus two reasonable additional hours).
- XXVI. **Overtime Rate** means a payment in accordance with the following formula:
- $$\text{(Base salary x 12 / 313) / 40}$$
- XXVII. **Part-Time Employee** means an Employee who is engaged or approved to work on a regular basis, less than 40 hours per week.
- XXVIII. **Performance Development Agreement** means an agreement made under the AFP’s performance development and performance appraisal system.
- XXIX. **Rest Period** (including “minimum Rest Period”) means a period of time during which an Employee is not required to perform duties and during which the period of rest does not count towards a Six Calendar Month Averaging Period or Roster Period. However, where an Employee has been directed to Stand Down to receive a Rest Period, the period of Stand Down counts towards a Six Calendar Month Averaging Period or Roster Period.
- XXX. **Representative** means a person, organisation or Employee association chosen by an Employee or group of Employees to represent their interests.
- XXXI. **Roster Period** means a period specified in a written roster, issued by the AFP from time to time, which contains the expected attendance pattern of Employees in the Rostered Operations working pattern.
- XXXII. **Salary Band** means the range of Increment Points within the AFP’s Classification Structure.
- XXXIII. **Six Calendar Month Averaging Period** means two annual periods of:
- 1 March up to and including 31 August; and
 - 1 September up to and including the last day in February.

However, the first averaging period to which this Agreement applies will be a longer or shorter averaging period (as the case may be).

XXXIV. **Soft barrier** means a point within a broadband where successful assessment against relevant criteria is required prior to further incremental salary advancement.

XXXV. **Stand Down** means a period of time that an Employee is not required to undertake his or her ordinary duties, because of a provision of this Agreement which expressly provides for the Employee to be on Stand Down.

XXXVI. **Weekend** means any Saturday and Sunday from 0000 hours Saturday to 2400 hours Sunday.

XXXVII. **Weekend Worked** means that no less than four hours has actually been worked during a Weekend but does not include any hours paid at the Overtime Rate or worked during a recall to duty.

XXXVIII. **Working Day** means:

- (a) For the Support working pattern – Monday to Friday inclusive of public holidays and any approved leave.
- (b) For the Operations and Rostered Operations working pattern – any day an Employee is required to work inclusive of public holidays and any approved leave however excludes any hours paid at the Overtime Rate or worked during a recall to duty.

Part II – Attendance and Organisation of Work



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PART II – ATTENDANCE AND ORGANISATION OF WORK

11 HOURS OF ATTENDANCE

- (1) In accordance with Part 2-2 Division 3 of the *Fair Work Act 2009*, the Normal Working Hours of Employees will be:
 - (a) 38 ordinary hours per week; and
 - (b) not less than two reasonable additional hours per week.
- (2) Accordingly, Employees will work an average of 40 hours per week, inclusive of an average daily 24 minute paid meal break. An Employee is considered to be on duty during a meal break. A meal break should be taken, wherever possible, between each fourth and fifth hour of continuous duty.
- (3) Where an Employee is performing shift work or an extended pattern of attendance and works in excess of nine hours in a day, the Employee will be entitled to a second meal break, between each fourth and fifth hour of duty after each previous meal break.
- (4) An Employee's Normal Working Hours, based on the working pattern to which the Employee's role is determined, are averaged over a Six Calendar Month Averaging Period or a Roster Period.
- (5) Employees must comply with the requirements of the AFP's time recording system and must accurately record the hours they have been approved to work using the appropriate time type.
- (6) When scheduling the attendance of an Employee in any of the three AFP working patterns detailed in Part III of this Agreement, a Supervisor will have regard to the Work Health and Safety obligations of the AFP.
- (7) The AFP will provide a flexible working environment to meet the genuine operational requirements of the AFP and to accommodate, wherever possible, Employee preferences to achieve a healthy work-life balance.

Reasonable Hours

- (8) An Employee who is required to work in excess of an average of 40 hours per week (over a Six Calendar Month Averaging Period or a Roster Period as provided within the three AFP working patterns detailed in Part III of this Agreement) may refuse to work hours in addition to an average of 40 hours per week when to do so would result in the Employee working unreasonable hours having regard to:
 - (a) any risk to Employee health and safety from working the additional hours;
 - (b) the Employee's personal circumstances, including family responsibilities;

- (c) the needs of the workplace or enterprise in which the Employee is employed;
- (d) whether the Employee is entitled to receive other remuneration that reflects an expectation of working additional hours;
- (e) any notice given by the AFP of any request or requirement to work the additional hours;
- (f) any notice given by the Employee of his or her intention to refuse to work the additional hours;
- (g) the usual patterns of work in the industry, or the part of an industry, in which the Employee works;
- (h) the nature of the Employee's role, and the Employee's level of responsibility;
- (i) whether the additional hours are in accordance with averaging terms of this Agreement; or
- (j) any other relevant matter.

12 ROLES AND DETERMINATION OF WORKING PATTERNS

- (1) All AFP roles are performed within three working patterns. The working patterns are:
 - (a) Operations;
 - (b) Rostered Operations; and
 - (c) Support.
- (2) The three AFP working patterns are detailed in Part III of this Agreement.

Establishing Working Patterns

- (3) Working patterns will be linked to organisational objectives and reflect the operational requirements of the position or role.
- (4) At the commencement of this Agreement, the Commissioner will determine all AFP roles to a working pattern.
- (5) The assignment of a working pattern to a position or role may be reviewed at any time.
- (6) Where the Commissioner determines, after a review of working patterns, to assign a different working pattern to a position or role, the Employee will be given a minimum of 28 days prior notice in writing. The AFP will consult with Employees, and where they choose their representatives, during this time in accordance with the consultation provisions of this Agreement.
- (7) The Support Working Pattern is assigned to all new roles and positions in the AFP, unless the Commissioner has determined that a different working pattern is required to meet the operational requirements of the position or role.
- (8) Any disputes in relation to this sub-section, will be dealt with under the dispute avoidance and settlement procedures of this Agreement.

13 COMPOSITE ALLOWANCES

- (1) A composite allowance is an annualised allowance paid fortnightly.
- (2) The composite allowances are:
 - (a) Core Composite, which is payable in accordance with sub-section (5), in recognition of working hours, patterns of attendance and shift patterns associated with the Operations or Rostered Operations working patterns;
 - (b) High Volume Operations composite, in accordance with sub-section (6);
 - (c) Critical Deployment Composite in accordance with section 32 of this Agreement.
- (3) Where an Employee is in receipt of any composite allowance, the Employee is required to work and be available to work in accordance with the working hours and patterns for which the composite allowance applies.
- (4) A Core Composite allowance is not to be used for salary adjustments, experience premiums or additional hours of attendance.

Operations or Rostered Operations Core Composite

- (5) Employees who are required to work in accordance with the Operations working pattern or Rostered Operations working pattern will receive a Core Composite of 22% of their Base Salary which will count as salary for superannuation.

Operations High Volume Core Composite and Additional Composite

- (6) Employees working Operations working patterns in high volume areas, as identified by the Commissioner, under section 19(8) of this Agreement, will receive a Core Composite of 22% which will count as salary for superannuation and an additional composite of 35% of their Base Salary. This additional composite is in recognition of the required additional hours and will not count as salary for superannuation.

14 REMOVAL OF CORE COMPOSITE

- (1) Where an Employee requests, and a Supervisor agrees, an Employee may remain in a role that would normally be required to work under an Operations or Rostered Operations Working Pattern and work under a Support Working Pattern, without the payment of Core Composite.
- (2) Where an Employee is unable or unwilling to demonstrate a preparedness to work in accordance with the required working hours and attendance patterns in the Operations or Rostered Operations working pattern, the Employee's entitlement to be paid a Core Composite will be reviewed.
- (3) Where a review of an Employee's entitlement to be paid a Core Composite has been undertaken, the Commissioner may remove payment of the Core Composite until such time as the Employee is able to demonstrate an ability or preparedness to comply with the requirements of the relevant working pattern.

- (4) A decision to remove the payment of a Core Composite will not be finalised prior to the Employee being given a reasonable opportunity to provide input to the decision in line with the consultation provisions contained in this Agreement.

15 FIXED TERM MOBILITY IN CERTAIN ROLES

- (1) The Commissioner may, from time to time, determine that any role required to work in accordance with the Support working pattern is a role that requires a Police Officer or Protective Service Officer to apply contemporary skills, knowledge and experience as an inherent requirement of the role.
- (2) An Employee may be assigned to a role that has been determined in accordance with sub-section (1) on a temporary basis for a period of up to 24 months.
- (3) The Commissioner may extend the term of an assignment under sub-section (1) for a further period of up to 12 months.
- (4) Subject to the other terms of this section, where an Employee is performing a role that has been determined as requiring the application of contemporary Police or Protective Service Officer skills, knowledge and experience, the Employee will:
 - (a) continue to receive a Core Composite applicable to their previous role; and
 - (b) continue to progress through any relevant broadband Classification Structure applicable to their previous role, subject to meeting any advancement criteria.
- (5) The Employee must maintain all relevant qualifications and certifications necessary for operational duties throughout an assignment under this section.
- (6) Where an Employee in the Support working pattern continues to receive a Core Composite in accordance with sub-section (4)(a) above, the Employee is deemed to be performing duties in accordance with the Operations working pattern and all of the requirements and conditions of that working pattern apply to the Employee.
- (7) Where an Employee has completed a fixed term assignment in accordance with this section (including any extension granted by the Commissioner) and wishes to remain in the role for a period exceeding the assignment, the Commissioner may allow the Employee to remain in the role. Where an Employee remains in a role in accordance with this sub-section, the Employee will, from that time onwards, be subject to the requirements and conditions of the Support working pattern, and:
 - (a) will cease to receive any Core Composite or allowance applied as a result of this section; and
 - (b) will cease to progress through any relevant broadband Classification Structure applied as a result of this section.
- (8) Where, at the commencement of this Agreement, an Employee is already assigned to a role that is subsequently determined to be a role to which this section applies, the provisions of this section apply to the Employee as if the Employee had been assigned to the role on the date this Agreement comes into effect.

16 MANAGEMENT INITIATED TEMPORARY TRANSFER

- (1) Management Initiated Temporary Transfers are short-term transfers, of not more than six months, where the AFP requires an Employee to undertake alternative duties.
- (2) If an Employee is in receipt of a Core Composite and they are assigned to duties in a role within the Support working pattern the Employee will retain their original Core Composite for the period of the assignment and continue to progress through any relevant broadband classification structure, for not more than six months.
- (3) Where an Employee wishes to remain in the role as per sub-section (2) for a period exceeding the assignment, the Commissioner may allow the Employee to remain in the role. Where an Employee remains in a role in accordance with this sub-section, the Employee will, from that time onwards, be subject to the requirements and conditions of the Support working pattern, and:
 - (a) will cease to receive any Core Composite or allowance applied as a result of this section; and
 - (b) will cease to progress through any relevant broadband Classification Structure applied as a result of this section.
- (4) This provision will not apply if the assignment was a result of:
 - (a) a flexible work arrangement in place under section 53;
 - (b) the removal of a Core Composite in accordance with section 14;
 - (c) a voluntary request for a transfer;
 - (d) a successful application for an advertised vacancy;
 - (e) a successful response to an advertised expression of interest;
 - (f) the loss of an ability to perform an inherent requirement of a role;
 - (g) the commencement of a formal underperformance process; or
 - (h) an adverse Professional Standards finding under Part V of the *Australian Federal Police Act 1979*, where the associated review processes have been exhausted, and the subsequent action taken in relation to the finding is the transfer of the Employee.
- (5) Where a Core Composite continues to be paid for a period of time consistent with this sub-section (2), the conditions of the Operations working pattern will apply.

17 WORKING PATTERNS DURING TRAINING OR DEVELOPMENT

- (1) Where an Employee participates in any AFP approved training or development course, the requirements and conditions of the working pattern normally worked by the Employee and allowances under Part V of this Agreement will not apply, except for those listed in sub-section (3) and section 20(6)(s).
- (2) Any approved hours during a period of training or development:

- (a) are to be calculated as single time and count towards a Six Calendar Month Averaging Period or Roster Period; and
- (b) will not attract any penalties (however described) within an Employee's normal working pattern; with the exception of an Employee being paid a Base Salary Hourly Penalty Rate for each hour worked and the hours worked will accrue at single time towards the Six Month Calendar Averaging in the following circumstances only:
 - I) where an Employee is required to attend training for more than 12 continuous hours over any 24-hour period;
 - II) where it is necessary for an Employee to attend training for 10 consecutive days, (and where the scheduled pattern of attendance is more than six hours on each of those consecutive days).
- (3) The following allowances (where applicable) will continue to be paid during any period of training or development:
 - (c) a Core Composite;
 - (d) Operations High composite;
 - (e) Higher Duties Allowance where the Employee would have received the allowance but for the period of training or development;
 - (f) Air Security Officer Flight Allowance with the exception of the Federal Police Transitional Program;
 - (g) Deployment Assistance Allowance or Remote Localities Allowance; and
 - (h) any additional remuneration under section 41.
- (4) This section does not apply to an Employee who is part of the training staff involved in delivering an AFP training or development course.

18 STAND DOWN

- (1) In addition to the provisions of Part III of this Agreement, a Supervisor may, for the genuine operational requirements of the AFP, Stand Down an Employee.
- (2) Stand Down hours count towards a Six Calendar Month Averaging Period or Roster Period.
- (3) Employees do not earn any penalties or allowances during a period of Stand Down, except (where applicable):
 - (a) a Core Composite;
 - (b) a High Volume Composite;
 - (c) Higher Duties Allowance where the Employee would have received the allowance but for the period of Stand Down;
 - (d) Deployment Assistance Allowance or Remote Localities Allowance;
 - (e) Air Security Officer Flight Operations Allowance; and
 - (f) any additional remuneration under section 41.

- (4) A Stand Down does not arise when:
- (a) an Employee in the Operations working pattern:
 - (i) is required to vary their attendance pattern in accordance with sub-section 19(11)(c); or
 - (ii) is scheduled to be off duty, or
 - (b) an Employee in the Rostered Operations working pattern is rostered to be off duty.

Part III – The AFP Working Patterns



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PART III – THE AFP WORKING PATTERNS

19 OPERATIONS WORKING PATTERN

- (1) For the purposes of this section, the term “Employee” is limited to an Employee working in the Operations working pattern.
- (2) Subject to this Agreement, an Employee is required to be available to work the hours and patterns of attendance as directed by their Supervisor on a 24 hour, seven days a week basis (including public holidays).
- (3) The Operations working pattern does not require core hours or a general bandwidth of attendance for duty. However, an Employee will be required to perform duties outside the hours of 0600 – 2000 Monday to Friday as a result of the reasonable and genuine operational requirements of the AFP.
- (4) For the purposes of this section, operational reasons refers to duties performed by the Employee, which are directly related to time critical or contingent operational requirements.
- (5) All hours worked in the Operations working pattern must be approved by a Supervisor prior to the hours being worked.
- (6) The AFP will include a process of risk assessment to identify, assess and control foreseeable risk of harm from fatigue. Measures implemented to manage fatigue will be monitored and reviewed on an ongoing basis.

Standard Working pattern

- (7) Employees will work 40 hours per week averaged over a Six Calendar Month Averaging Period.

High Volume Working pattern

- (8) Employees working an Operations working pattern in an identified high volume area are required to work up to 50 hours per week averaged over a Six Calendar Month Averaging Period.
- (9) The reasonable additional hours required to be worked for the Six Month Calendar Averaging Period will be reduced by two hours per day for every working day an Employee is on leave or on an approved training course.

Safety Net Provisions

- (10) Employees will not be required to work in excess of:
 - (a) 16 continuous hours over any 24-hour period;
 - (b) 60 hours over any 7-day period; and

- (c) 200 hours over any 28-day period where a working pattern in accordance with sub-section (7) is assigned or 220 hours over any 28 day period where a working pattern in accordance with sub-section (8) is assigned.
- (11) Hourly limits in sub-section (10) will only be exceeded in an emergency or where operational continuity is essential. Where hourly limits are exceeded an Employee will be paid a Base Salary Hourly Penalty Rate for each hour worked and the hours worked will accrue at single time towards the Six Month Calendar Averaging period for every hour in excess of the relevant limit.
- (a) Employees will receive a minimum rest break:
 - I) for any period of duty of eight hours or more in duration but less than 16 hours duration, a mandatory minimum rest period of eleven hours will apply;
 - II) for any period of duty of 16 hours or more in duration, a mandatory minimum rest period of 16 hours will apply.
 - (b) Where it is operationally necessary for an Employee to return to work prior to the completion of the mandatory rest period and subject to section 32, they will be paid a Base Salary Hourly Penalty Rate for each hour worked and the hours worked will accrue at single time towards the Six Month Calendar Averaging period until the mandatory rest period is taken.
 - (c) Where an Employee is required to vary their scheduled attendance for operational reasons and has been given at least 12 hours notice, any time worked during such a variation of attendance will count as single time hours towards their total hours worked over a Six Month Calendar Averaging Period. Where an employee has not been given at least 12 hours notice, recall to duty provisions will apply.
 - (d) Where it is necessary for an Employee to attend duty for 10 consecutive days, (and where the scheduled pattern of attendance is more than six hours on each of those consecutive days) they will be stood-down for a minimum period of two consecutive calendar days before being required to resume duty. Where the stand down cannot occur an Employee will be paid a Base Salary Hourly Penalty Rate for each hour worked and the hours worked will accrue at single time towards the Six Month Calendar Averaging period for every hour worked until the stand down occurs. A Stand Down can accrue in one Six Calendar Month Averaging Period and may be taken in another averaging period.
 - (e) Employees will not be required to work more than an average of one in two weekends reconciled over the Six Calendar Month Averaging Period.
 - (f) Where an Employee is required to work more than an average of one weekend in two, that Employee shall be paid an additional Base Salary Hourly Penalty Rate for each extra hour worked on that weekend.
 - (g) Unless agreed by the affected Employee(s), there will be no requirement to work more than:
 - I) seven consecutive shifts that are less than 10 hours in length;
 - II) six consecutive 10 hour shifts;
 - III) four consecutive shifts that are greater than 10 hours in length;

- IV) where there is a mixture of shift lengths in a consecutive period then the provision relating to the majority will apply;
 - V) where there are an equal number of different shift patterns the longest shift provision applies.
- (h) Unless alternative arrangements are agreed by the affected Employee(s), night shift will be worked as a block of no less than two consecutive night shifts and no more than three consecutive 12 hour night shifts.
 - (i) Adequate rest days will be provided between blocks of duty and will include unbroken weekends where possible.
 - (j) Employees will not be required to work less than eight hours for each normal or rostered occurrence unless an agreement exists between the Employee and the Supervisor. This requirement does not relate to recalled to duty when on-call or overtime.
 - (k) Split shifts will only be worked by genuine agreement between Employee and Supervisor.
 - (l) Employees can only claim the breach of one of the safety nets at any given time.
- (12) If the required hours have not been exhausted by the end of a Six Calendar Month Averaging Period, all the hours will be deemed to have been worked and therefore reconciled.
 - (13) Where, at the conclusion of a Six Calendar Month Averaging Period, an Employee has more approved hours accrued than required for the averaging period, the hours in credit will be paid at the Overtime Rate.

20 ROSTERED OPERATIONS WORKING PATTERN

- (1) For the purposes of this section, the term “Employee” is limited to an Employee working in the Rostered Operations working pattern.
- (2) An Employee assigned to the Rostered Operations working pattern is a shift worker and may be required to perform his or her Normal Working Hours during any hours of the day, seven days a week (including public holidays). This will normally involve an alternating attendance pattern covering a minimum of two different shifts.
- (3) Rosters may be varied to meet the operational requirements of a particular workplace. Changes to a roster will be developed in consultation with Employees and, where they choose, their nominated representatives.

Roster Principles

- (4) The AFP will, where possible, aim to provide a flexible shift working environment, where required, to meet operational requirements and to accommodate Employee preferences to achieve a healthy work-life balance.
- (5) Variations to shift working arrangements may also be implemented on an individual basis providing that the AFP and the individual enter into a genuine agreement in relation to the roster patterns.

- (6) The following provisions should be applied in the development of rostering arrangements:
- (a) Employees will work an average of 40 hours per week to be reconciled over the roster period;
 - (b) a period of normal duty should not exceed 12 hours within a 24- hour cycle. Shifts up to a maximum of 12 hours and not less than eight hours may be rostered to suit operational or Employee requirements where the appropriate consultative mechanism provided for in this Agreement has been utilised;
 - (c) unless agreed by the affected Employee(s), there will be no requirement to work more than:
 - I) seven consecutive shifts that are less than 10 hours in length;
 - II) six consecutive 10 hour shifts;
 - III) four consecutive shifts that are greater than 10 hours in length;
 - IV) where there is a mixture of shift lengths in a consecutive period then the provision relating to the majority will apply;
 - V) where there are an equal number of different shift patterns the longest shift provision applies.
 - (d) unless agreed by the affected Employee(s), night shift will be worked as a block of no less than two consecutive night shifts and no more than three consecutive 12 hour night shifts;
 - (e) Employees will not be required to work more than an average of one in two weekends reconciled over the roster period;
 - (f) where an Employee is required to work more than an average of one in two weekends, that Employee shall be paid an additional base salary hourly penalty rate for each extra weekend day worked within that roster period;
 - (g) the start and finish times of shift workers may be staggered to meet operational requirements and/or the needs of Employees;
 - (h) Employees should not work more than 16 hours in a 24-hour period (inclusive of overtime);
 - (i) hourly limits will only be exceeded in an emergency or where operational continuity is essential. Where hourly limits are exceeded, unless stated otherwise, an Employee will be paid the Overtime Rate for every hour in excess of the relevant limit. These hours will not count towards total hours worked. Where Employees request and by agreement with a Supervisor, double time hours may count towards the total hours in the roster period in lieu of payment;
 - (j) for any period of duty of eight hours or more in duration but less than 16 hours duration, a mandatory minimum rest period of 11 hours will apply;
 - (k) for any period of duty of 16 hours duration or more, a mandatory minimum rest period of 16 hours will apply;
 - (l) where a mandatory rest period has been applied the Employee will not have loss of hours or pay for ordinary working time occurring during the time off duty if that Employee were rostered to attend normal duty;
 - (m) where it is operationally necessary for an Employee to return to work prior to the completion of the mandatory rest period, hours worked will be paid at the Overtime Rate until the mandatory rest period is taken;

- (n) Employees are to be provided with four weeks notice of rosters, with rosters placed on the AFP intranet or placed in an obvious place in the Employee's workplace;
 - (o) Employees are to be individually advised of changes to shifts not later than five days prior to the commencement of the changed period;
 - (p) where Employees are not advised of changes to shifts within the timeframes outlined above, Employees will be paid the Base Salary Hourly penalty rate for any hours worked outside the normal shift;
 - (q) split shifts will only be worked by agreement between the Employee and the Supervisor;
 - (r) Employees will be given a mix of day, afternoon or night shifts and will not be expected to work only one shift pattern during the roster cycle (i.e. nights only);
 - (s) Employees will not be disadvantaged in relation to their working hours where their working pattern is required to be broken to attend training courses, Court or other activities that cannot be catered for in the shift pattern; and
 - (t) unless agreed, Rostered Operations Employees will be given rostered days off and mandatory recreation leave as full calendar days only;
 - (u) rostered attendance that falls on 25 December may include shift patterns that are less than the normal rostered shift to enable Employees greater opportunity to celebrate Christmas Day, in which case the hours of the normal rostered shift not worked will be treated as Stand Down; and
 - (v) subject to the genuine operational requirements of the AFP, rostered attendance may take into account an Employee's preference to be rostered off duty on a day of religious or special significance to the Employee.
- (7) No provision of this Agreement will inhibit the AFP implementing an appropriate and best practice roster if such roster has been implemented in accordance with the provisions above.
- (8) Where an Employee performs duty during the change over period between Standard Time and Daylight Saving Time, the Employee will be paid for the actual hours of the rostered shift pattern worked. However, an Employee whose normal rostered shift is reduced as a result of the change over period between Standard Time and Daylight Saving Time will not be disadvantaged and will be paid as if they had worked their normal rostered shift.

21 SUPPORT WORKING PATTERN

- (1) For the purposes of this section, the term "Employee" is limited to an Employee working in the Support working pattern.
- (2) An Employee will work 40 hours per week averaged over a Six Calendar Month Averaging Period with an Employee's normal pattern of attendance being eight hours per working day.
- (3) Where an agreement exists between the Supervisor and the Employee/s they may be able to work these hours flexibly within a bandwidth of 0600 to 2000 Monday to Friday. Where there is no agreement, an Employee's normal hours of work will be 0800-1600 Monday to Friday, excluding public holidays.

- (4) Unless otherwise agreed by the Employee, there will be no requirement to work split shifts.
- (5) No Core Composite is payable to Employees working in the Support working pattern.

Flex-time

- (6) Employees working in the Support working pattern will have access to flex-time.
- (7) Flex-time may be accrued during the bandwidth of 0600 to 2000 Monday to Friday.
- (8) All flex credit or debit hours must be:
 - (a) based on the genuine operational requirements of the AFP; and
 - (b) approved by a Supervisor prior to the hours being accrued or taken.
- (9) Supervisors and Employees have a shared responsibility to manage flex-time during a Six Calendar Month Averaging Period.
- (10) A flex credit is the accumulation of time worked in addition to an Employee's required hours of attendance over a Six Calendar Month Averaging Period.
- (11) Supervisors must ensure Employees are granted opportunities to utilise any flex credit within a reasonable period. Where possible, the majority of flex credits should be utilised within a current Six Calendar Month Averaging Period.
- (12) A flex credit of up to 24 hours in a Six Calendar Month Averaging Period can be carried over from one Six Calendar Month Averaging Period to another averaging period. Flex credits in excess of 24 hours cannot be carried over from one Six Calendar Month Averaging Period to another averaging period, and will be lost if not taken by the Employee in the relevant Six Calendar Month Averaging Period.
- (13) The Commissioner may, in exceptional circumstances, approve an Employee to carry over these excess Flex credits, to the next Six Calendar Month Averaging Period. In this case, these hours must be used in that Six Calendar Month Averaging Period.
- (14) A flex debit up to a maximum of 24 hours can be carried over from one Six Calendar Month Averaging Period to another averaging period.
- (15) Where a Supervisor has, within the previous six months, warned or counseled an Employee about the inappropriate use of Flex-time, the Supervisor can direct the Employee to work regular hours without access to Flex-time for a specified period of time.
- (16) Prior to cessation of employment Supervisors should provide opportunities to enable Employees to balance any flex credits or debits. Employees should also take all reasonable steps to balance their flex debit or credit. Where any flex credits are outstanding at cessation of employment with the Agency, these should be paid to the Employee at ordinary rates.
- (17) Nothing in this section prevents a Supervisor approving a request from an Employee to work outside the core hours or general bandwidth on a short term or ad-hoc basis in accordance with the Flexibility Arrangement in section 53 of this Agreement.

Part IV – Remuneration and Classification Structure



AFP

AUSTRALIAN FEDERAL POLICE





PART IV – REMUNERATION AND CLASSIFICATION STRUCTURE

22 REMUNERATION STRUCTURE

Salary on Commencement in a New Salary Band

- (1) Unless otherwise agreed by the Commissioner, the minimum Increment Point of each Salary Band will be used when a person is engaged from outside the AFP, on promotion or advancement across a hard barrier, where an Employee is not already on that Increment Point.
- (2) Where an Employee is advanced to a higher Increment Point in the Salary Band, the Employee will move to an Increment Point in that Salary Band which will provide a salary increase (of not more than one Increment Point) from their previous Salary Band subject to the following sub-section.
- (3) The Employee will move to a higher Increment Point upon advancement where the Employee would otherwise have been on a higher Increment Point due to the performance of higher duties consistent with sub-section 33(5).

Salary Increments

- (4) Where not inconsistent with broadband advancement provisions (or where there is no broadbanding provisions applicable), progression within a Salary Band (incremental advancement) will occur yearly on the anniversary date of the Employee's previous advancement, engagement at, or assignment to, the relevant Salary Band. For the purposes of this sub-section the current Performance Development Agreement will need to be at the "Agreement signed" stage and the previous Performance Development Agreement will need to have a minimum rating of "fulfilled".
- (5) Incremental advancement will be delayed where:
 - (a) an Employee has no current Performance Development Agreement in place. Where a Performance Development Agreement has not been maintained over the Performance Development Agreement cycle and the Employee is able to demonstrate that they have met their mutual obligation, any date of movement will be back-dated to the applicable effective date;
 - (b) an Employee has a formal remedial Performance Development Agreement, until such time as the Employee's performance is rated as "fulfilled"; or
 - (c) an adverse Professional Standards finding under Part V of the Australian Federal Police Act 1979, in relation to a category three conduct issue or a corruption issue has been made and the delegate has made a determination that the appropriate action in relation to the finding is to defer the incremental advancement for a period of time not exceeding 12 months.

- (6) Where an Employee has sought an internal review of any Professional Standards finding, the Commissioner may delay any incremental advancement in accordance with sub-section (5) until the associated review process has been completed.
- (7) Periods of leave without pay exceeding 30 days within the 12 month period preceding the increment due date that do not count for service will defer incremental advancement for the equivalent period of leave taken.

23 CLASSIFICATION STRUCTURE

- (1) The AFP Classification Structure comprises eight Salary Bands as detailed in Attachment A and associated broadbands specific to the functional areas as set out in this Agreement.
- (2) The AFP will maintain a central role classification system that enables the work value of roles to be assessed.

24 BROADBAND AND ADVANCEMENT ARRANGEMENTS

Broadbands

- (1) A broadband is the combination of two or more Salary Bands into a single, broader designation. Broadbands are either:
 - (a) specified in Attachment B; or
 - (b) created by the Commissioner after the commencement of this Agreement, subject to the requirements in sub-section (4) below.
- (2) An Employee can only access one broadband arrangement at any one time.
- (3) In accordance with section 60, movement through any broadband is subject to a rating of fulfilled or higher in an Employee's Performance Development Agreement in the preceding 12 months.

Creation of a Broadband

- (4) The Commissioner may approve the creation of a broadband structure during the life of this Agreement subject to the following conditions:
 - (a) a broadband created under this Agreement operates according to its terms as if it is part of this Agreement;
 - (b) eligibility to access the broadband will be subject to an appropriate advancement strategy being developed in consultation with Employees and, where they choose, their nominated representatives; and
 - (c) the creation of a broadband is to be consistent with the AFP Salary Bands, associated work level standards and Merit Principles.

Advancement within Broadbands

- (5) In order to advance from one Salary Band to a new Salary Band within a broadband, an Employee will be required to transition through either:
 - (a) a soft barrier; or
 - (b) a firm barrier.
- (6) If an Employee applies for, and is assigned to a role outside their current broadband advancement arrangement, incremental progression within that classification level will occur in accordance with sub-section 22(2) of this Agreement.
- (7) If the Employee later seeks transfer/assignment to a role within their previous, or a different broadband advancement arrangement; the re-entry classification and pay point within that broadband is determined by:
 - (a) the number of years experience in the role included in the advancement arrangements; and
 - (b) an assessment of transferable knowledge and skills gained in the role which fell outside the advancement arrangements.
- (8) When managing assignment to a role within the relevant broadband advancement arrangements, an assessment of specific technical skill requirements and the ability of the member meeting those specific requirements, will need to be undertaken. Formal training and prerequisite requirements will be identified during this assessment.
- (9) Periods of leave without pay exceeding 30 days within the previous 12-month period will not count for service for this purpose and will defer advancement for the period of leave taken unless the period of leave without pay is deemed by the Commissioner to count as service.

Advancement Across a Soft Barrier

- (10) Advancement across a soft barrier may be subject to:
 - (a) the rating of an Employee's performance (including behavioural aspects) as fulfilling or exceeding the requirements of the Employee's Performance Development Agreement;
 - (b) adherence to the AFP the Core Values and the AFP Code of Conduct as indicated by an Employee's Professional Standards history; and
 - (c) the completion of specified training or acquisition of specified qualifications.

Advancement Across a Firm Barrier

- (11) Advancement across a firm barrier within a broadband may be subject to:
 - (a) job availability;
 - (b) the rating of an Employee's performance (including behavioural aspects) as fulfilling or exceeding the requirements of the Employee's Performance Development Agreement;

- (c) adherence to the AFP Core Values and the AFP Code of Conduct as indicated by an Employee's Professional Standards history;
- (d) the completion of specified training or acquisition of specified qualifications; and
- (e) any additional formal assessment as required by a panel or committee responsible for the assessment of an Employee's skills, capabilities and performance.

Existing Broadbands

- (12) The Advancement Arrangements (as of the date of lodgement of this Agreement) specific to the existing broadband structures will not be varied during the life of this Agreement unless consistent with the variation provisions contained in the relevant arrangement. The existing broadband arrangements are detailed in Attachment B.
- (13) The Commissioner will review the classification structure for Protective Service Officers and the Police Technical Team over the first 24 months of the life of this Agreement.

25 CASUAL EMPLOYMENT

- (1) Where an Employee is engaged on a casual basis to do work that is intermittent or irregular in nature, the Employee will receive a 20% loading of their Base Salary in lieu of accrual of annual leave and personal leave. Casual Employees do not accrue annual leave or personal/carer's leave and are not entitled to paid miscellaneous leave, adoption leave, compassionate leave, maternity leave, parental leave or public holidays.
- (2) It is not the intention of the AFP to employ Members or Protective Service Officers as defined in the *Australian Federal Police Act 1979* on a casual basis.

26 ENTRY LEVEL PROGRAMS

- (1) An entry level program is an AFP engagement strategy that enables graduates, trainees, apprentices or cadets to be employed by the AFP.
- (2) Employees engaged under an entry level program will generally be engaged at the minimum Increment Point of the relevant Salary Band.
- (3) On successful completion of an entry level program (in accordance with any standards set by the Commissioner) the Commissioner may, at his or her discretion, approve the Employee to:
 - (a) stay on their current Increment Point within their Salary Band;
 - (b) be appointed at a higher Increment Point than the minimum Increment Point within their current Salary Band; or
 - (c) be assigned to a role at the minimum Increment Point, but one Salary Band higher than the Employee's commencement salary.

27 FLEXIBLE REMUNERATION PACKAGING (SALARY PACKAGING)

- (1) An Employee may choose to sacrifice up to 50% of their Base Salary for other benefits within the approved menu of benefits under the AFP salary packaging arrangements. In exceptional circumstances, the Commissioner may authorise a percentage higher than 50%.
- (2) Any fringe benefit tax and administrative costs incurred as a result of any remuneration packaging arrangement will be met by an Employee through the relevant salary packaging arrangements.
- (3) An Employee's salary for superannuation purposes will not be altered as a result of any salary packaging arrangements.
- (4) Employees must seek their own financial or legal advice regarding any proposed salary packaging arrangements. The AFP will not be responsible for any personal liability incurred through salary packaging arrangements.

28 SUPERANNUATION

- (1) The AFP will make compulsory employer contributions as required by the applicable legislation and eligible fund requirements.
- (2) Where an Employee has chosen an accumulation fund other than the PSS Accumulation Plan (PSSap), the employer contribution will be on the same basis and at the same percentage of the fortnightly superannuation contribution salary as that required for members of PSSap subject to the contribution not being less than 15.4%. This will not be reduced by any contributions made through salary sacrifice arrangements. This section does not apply where a superannuation fund cannot accept employer superannuation contributions (eg unable to accept contributions for people aged over 75).
- (3) Employer superannuation contributions will not be paid on behalf of Employees during periods of unpaid leave that do not count as service, unless otherwise required under legislation.
- (4) The Commissioner may limit the superannuation funds to which an Employee may choose to have employer superannuation contributions made to, if those funds do not:
 - (a) allow the AFP to make a superannuation contribution for the benefit of the Employee by means of an electronic funds transfer; and
 - (b) accept a remittance advice in the form preferred by the AFP.

29 FINAL TERMINATION PAYMENTS

- (1) Where an Employee ceases employment with the AFP, the payment of any unused:
 - (a) annual leave;
 - (b) Mandatory Rest Days (based on 8 hours);
 - (c) flex credits (up to the maximum carryover amount of 24 hours);

will be part of the Employee's final termination payment and calculated as if the entitlement had been taken on the date immediately before the Employee ceased employment with the AFP.

- (2) Where any flex debits are outstanding at cessation, these will be recovered from any termination payment.
- (3) An Employee's entitlement to the payment of unused Long Service Leave on cessation of employment will be in accordance with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*.

Part V – Allowances and Other Entitlements



AFP

AUSTRALIAN FEDERAL POLICE





PART V – ALLOWANCES AND OTHER ENTITLEMENTS

30 OVERTIME

- (1) Employees will be paid the Overtime Rate for each approved hour of overtime, or part there-of.
- (2) Overtime must be approved in writing by a Supervisor prior to the hours being worked. In an emergency situation, or where operational continuity is essential, verbal approval is sufficient. Written confirmation of that approval must be obtained as soon as reasonably practicable.
- (3) Reasonable additional hours in the form of overtime can be approved at any time within a Six Calendar Month Averaging Period or Roster Period.
- (4) Where an Employee works hours that are paid at the Overtime Rate, those hours will not count towards the total hours worked within a Six Calendar Month Averaging Period or Roster Period.
- (5) Where approved by a Supervisor, an Employee may elect to take time off in lieu instead of payment for overtime. For the purposes of this sub-section, time off in lieu for approved overtime will accrue at a rate of two hours off for each overtime hour worked. Employees will utilise time off in lieu within the current Six Calendar Month Averaging Period or Roster Period.

31 SINGLE COMPOSITE FOR SPECIAL PURPOSES

- (1) The Commissioner may, in writing, determine a group of Employees is required to work in accordance with a single working pattern for a short term period for a Special Purpose. The required working pattern for a Special Purpose can be either the Operations or Rostered Operations working pattern.
- (2) For the purposes of this section Special Purpose is determined by the Commissioner as a Special Purpose in order to enable Employees to work in accordance with a single working pattern to meet the genuine operational requirements of the AFP for situations including but not limited to an Incident Coordination Centre or Major Incident Room.
- (3) Where an Employee is assigned to a Support Working pattern this can only apply by agreement.
- (4) Where a determination is made in accordance with this section:
 - (a) all Employees covered by the determination are required to work in accordance with the same working pattern;
 - (b) the provisions of the Employees' normal working pattern cease to apply while the Employees are subject to a determination in accordance with this section;
 - (c) all Employees will receive a Core Composite for either the Operations or Rostered Operations working pattern (as the case may be); and

- (d) the requirements and conditions of either the Operations or Rostered Operations working pattern (as the case may be) will apply to all Employees covered by the determination during the short term period of the Special Purpose.
- (5) Hours worked during a short term Special Purpose period in addition to the Employee's Normal Working Hours (based on an average of 40 hours per week) may be paid at the Overtime Rate, in which case the hours will not count towards a Six Calendar Month Averaging Period or Roster Period.
- (6) When an Employee who normally works in accordance with either the Operations or Rostered Operations working pattern resumes their normal role at the conclusion of a short term period for a Special Purpose, the hours accrued during the short term period (where those accrued hours have not already been paid as overtime) will count towards the hours worked within a Six Calendar Month Averaging Period or Roster Period (as the case may be).
- (7) When an Employee who normally works in accordance with the Support working pattern resumes their normal role at the conclusion of a short term period for a Special Purpose, the hours accrued during a short term period (where those accrued hours have not already been paid as overtime):
 - (a) will count towards the hours worked within a Six Calendar Month Averaging Period in the Support working pattern; and
 - (b) will be subject to the flex-time provisions of the Support working pattern. However where, at the conclusion of a Six Calendar Month Averaging Period, a flex credit in excess of 24 hours has accrued as a direct result of an Employee being subject to this section, those hours (in excess of 24 hours) will be either:
 - I) paid at the Overtime Rate; or
 - II) where the Employee elects, carried over and taken within the next Six Calendar Month Averaging Period.
- (8) In this section, for an Employee who normally works in accordance with the Support working pattern, a short term period means a period within a Six Calendar Month Averaging Period of:
 - (c) not less than ten consecutive working days; and
 - (d) (unless otherwise agreed by the Employee) not more than two months, which can be calculated as a consecutive or non-consecutive period.

32 CRITICAL DEPLOYMENT COMPOSITE

- (1) Where a critical event arises the Commissioner may, in writing, determine a Critical Deployment Composite be paid to an Employee or group of Employees.
- (2) A critical event means any unplanned event or series of events determined by the Commissioner which gives rise to varied or extended working patterns for the genuine operational requirements of the AFP.
- (3) A Critical Deployment Composite is determined by the Commissioner having regard to the nature of the working pattern required to be varied or extended in response to the Critical Event as detailed below

	Pattern A	Pattern B
Nature of working the pattern	<p><i>Longer Hours;</i></p> <p><i>Reactive attendance;</i></p> <p><i>Limited notice for change of shift;</i></p> <p><i>Shorter rest breaks;</i></p> <p><i>Basic accommodation and amenities for sleeping;</i></p> <p><i>Restricted social facilities;</i></p> <p><i>Limited availability of food and essentials</i></p>	<p><i>Intense hours;</i></p> <p><i>Limited opportunity for significant rest breaks;</i></p> <p><i>Makeshift accommodation (such as camping in tents);</i></p> <p><i>Hazardous or disaster zone;</i></p> <p><i>Little or no social facilities;</i></p> <p><i>Mostly reliant on third party shipments of food and essentials</i></p>
Composite	45%	65%

- (4) A Critical Deployment Composite will be calculated on an Employee's Base Salary.
- (5) The payment of a Critical Deployment Composite commences from the date the Employee commences duties (including travel time) in response to the Critical Event.
- (6) The Commissioner may:
- during the period of a Critical Event deployment, vary the component of the Critical Deployment Composite payment based on the nature of the working pattern as detailed in sub-section (3); and
 - determine a date that concludes the payment of a Critical Deployment Composite.
- (7) The conditions of an Employee's normal working pattern cease to apply while the Employee is in receipt of a Critical Deployment Composite except for the accrual of hours towards the Six Calendar Month Averaging period or Roster Period.
- (8) At the end of a Critical Deployment, Employees will be scheduled off duty for work health and safety reasons and to ensure they do not return to their substantive role with excess hours. The Commissioner may, in exceptional circumstances, authorise these hours to be paid at the Overtime Rate.
- (9) An Employee is not entitled to allowances under Part V of this Agreement while the Employee is in receipt of a Critical Deployment Composite, except (where applicable):
- Higher Duties Allowance where the Employee would have received the allowance but for the Critical Event deployment;
 - Deployment Assistance Allowance or Remote Localities Allowance; and
 - any additional remuneration under section 41.
- (10) A Core Composite is not paid in addition to an Employee in receipt of a Critical Deployment Composite.
- (11) A Critical Deployment Composite will not count as salary for superannuation purposes. However, where an Employee was in receipt of a Core Composite immediately preceding being in receipt of a

Critical Deployment Composite, an amount equivalent to the Core Composite will continue to count as salary for superannuation purposes during the period the Employee is in receipt of the Critical Deployment Composite.

33 HIGHER DUTIES ALLOWANCE

- (1) Where an Employee is required to perform the duties of a role at a higher Salary Band and the Employee performs all the functions of that role for a period of:

- (a) not less than ten consecutive working days; or
- (b) an aggregate of more than 20 working days in a calendar year,

the Employee will be paid at a salary rate equivalent to the minimum Increment Point for that higher Salary Band for the entire period of higher duties.

- (2) For the purposes of sub-section (1), the reference to “working days” means all of the rostered duty occurring within a period of ten calendar days, regardless of the actual number of shift periods that occur within the ten calendar day period. This means a shift worker is not required to work ten consecutive shifts before higher duties is payable.

- (3) Higher duties will be limited to a maximum total period of six months in any role without the role being advertised for an open selection process based on Merit Principles, except where the Commissioner has determined that a longer period of higher duties is appropriate.

- (4) In exceptional circumstances, the Commissioner may authorise the payment of Higher Duties Allowance at a higher rate.

- (5) Where an Employee has been temporarily undertaking duties at a higher level:

- (a) for a continuous period of 12 months; or
- (b) there has been temporary assignment of duties at a higher level for a total of 12 months in a 24 month period,

the Employee’s Higher Duties Allowance will be increased and calculated on the next Increment Point within the higher Salary Band.

- (6) Higher duties cannot be performed within a broadband.

Higher Duties at Executive Level (Former Band 9 Level)

- (7) Where an Employee is directed to perform higher duties at the Executive Level (former Band 9 level) the following provisions apply.

- (a) The Employee is not covered by the terms and conditions of the *AFP Executive Level Enterprise Agreement 2011*;

- (b) The terms and conditions of this Agreement apply, except for:
- I) Part III “The AFP Working Patterns”; and
 - II) Part V “Allowances” (other than this sub-section);
- (c) When an Employee and the AFP agree that the Employee will not be paid higher duties, they will continue to receive a Core Composite (where applicable);
- (d) the Employee will be paid a total remuneration package for the higher duties period as follows:

Commencement of this Agreement	1 July 2012	1 July 2013	1 July 2014
\$126,000	\$130,158	\$134,453	\$138,890

- (8) Nothing in this section prevents an Employee seeking additional remuneration in accordance with section 41.

34 NIGHT SHIFT ALLOWANCE

- (1) Employees performing a role assigned the Rostered Operations or Operations working pattern will be paid a Night Shift allowance of \$8.00 for each hour of work performed between the hours of 0000 – 0600.
- (2) For the purpose of this section, any reference to “hours” is limited to actual hours worked and does not include:
- (a) overtime hours in accordance with section 30;
 - (b) any form of approved leave;
 - (c) time spent in Excess Travel Time in accordance with sub-section 61(3);
 - (d) any period of Stand Down;
 - (e) penalties accrued in the Operations working pattern;
 - (f) attendance at an approved AFP training or development course (provided by the AFP or an external provider); or
 - (g) periods of Critical Event deployment in accordance with section 32.

35 ON-CALL ALLOWANCE

- (1) Where an Employee is required, prior to ceasing duty, to be contactable and available to return to duty the Employee will be entitled to be paid an on-call allowance for each period of up to 24 hours (or part thereof) as outlined below.
- (a) \$35 – Monday to Thursday;
 - (b) \$45 – Friday;

- (c) \$50 – Saturday, Sunday and Public Holidays;
 - (d) any Employee that is required to be on-call for a continuous period of seven days will be paid a weekly rate of \$350.00 rather than the daily rate.
- (2) Employees, regardless of working pattern, are able to be directed to be on-call for a period of seven days in any 28 day period. Where possible, the AFP will consult with Employees in the Support Working Pattern in relation to their availability to be on-call.
- (3) Where an Employee agrees to be on-call in excess of seven days in a 28 day period, they will be paid the following on-call allowance for any additional days as follows:
- (a) \$45– Monday to Thursday;
 - (b) \$50 – Friday;
 - (c) \$60 – Saturday, Sunday and Public Holidays;
 - (d) any Employee required to be on-call for an additional period of seven continuous days will be paid a weekly rate of \$455.00 rather than the daily rate.
- (4) An Employee may elect to choose the daily rate rather than the weekly rate.
- (5) An on-call allowance is paid for each period of up to 24 hours, which can cross a calendar day. Where a period of on-call crosses a calendar day and entails two differing rates of payment, the Employee will be paid whichever is the higher of the two rates of payment.
- (6) Where an Employee is in receipt of an on-call allowance, they must remain available to be recalled to duty.
- (7) To be eligible to claim recall to duty, whilst required to be on-call, an Employee must demonstrate that:
- (a) they were required to perform work on behalf of the AFP; and
 - (b) such work is recorded in the relevant time recording system; and
 - (c) the minimum amount of time required of them in relation to the recall to duty was 30 minutes.

36 RECALLED TO DUTY

- (1) Recall to duty means where an Employee responds to a requirement to perform duty at any location outside periods of an expected or scheduled pattern of attendance or a rostered shift.
- (2) A recall to duty does not apply:
- (a) to work performed during an expected or scheduled pattern of attendance or a rostered shift;
 - (b) where a Supervisor has required an Employee to vary their expected pattern of attendance in accordance with 19(11)(c); or
 - (c) where an Employee is recalled to perform duty, and the performance of that duty takes a period of less than 30 minutes.

- (3) Sub-section 2(c) does not apply where an Employee is the subject of multiple recalls to duty within a calendar day and the cumulative time spent performing such duties is 30 minutes or more. Rather, such multiple recalls to duty will be treated as a single instance of recall to duty for the purposes of sub-sections (5) and (6).
- (4) Where an Employee is required to travel to another location in order to respond to a recall to duty, 30 minutes travelling time each way will count towards the recall to duty period worked.

Recall While On-call

- (5) Where an Employee is in receipt of an on-call allowance and is recalled to duty, any time worked during a recall will be paid at the Overtime Rate.

Recall While Not On-call

- (6) Where an Employee is not in receipt of an on-call allowance and is recalled to duty, the Employee will be paid whichever is the greater amount of:
 - (a) the actual hours worked at the Overtime Rate; or
 - (b) five hours at Base Salary Hourly Penalty Rate.

37 CLOSE DUTY ALLOWANCE

- (1) Where an Employee is directed to remain in attendance at a place of duty outside of their expected pattern or hours of attendance or Roster Period, and the Employee is required to be available to immediately recommence duty, a close duty allowance of \$50.00 will be paid for each period requiring availability to recommence duty that falls between the Employee's expected pattern or hours of attendance or Roster Period.
- (2) Only one close duty allowance is payable in a 24 hour period.
- (3) Where an Employee is deployed in accordance with sub-section (1), the time credited toward the hours worked by the Employee will be the greater of:
 - (a) eight hours at Ordinary Time; or
 - (b) the actual time they are required to perform duty, for each 24 hour period from the time the Employee is required to perform each instance of close duties in accordance with this section.
- (4) A close duty allowance is not payable where an Employee is in receipt of an on-call allowance or a Critical Deployment Composite.

38 DEPLOYMENT ASSISTANCE ALLOWANCE

- (1) Under the Collective Agreement 2007-2011, the Commissioner determined a Deployment Assistance

Allowance would be paid to an Employee or group of Employees who were assigned or deployed:

- (a) to a high cost area;
 - (b) where difficulties exist in attracting or retaining Employees in a specified area; or
 - (c) in order to meet an AFP business requirement or priority.
- (2) The Deployment Assistance Allowance was paid up to a maximum of \$5000 per annum (paid pro rata on a fortnightly basis), calculated over a financial year.
 - (3) At the commencement of this Agreement if an Employee is in receipt of Deployment Assistance Allowance under the Collective Agreement 2007-2011, Determination 2/2007, they will continue to receive that allowance until the payment of Deployment Assistance Allowance is reviewed.
 - (4) Where an Employee is in receipt of a Remote Localities Allowance no Deployment Assistance Allowance, in any form, is payable.
 - (5) If an Employee, in sub-section (3), is receiving Deployment Assistance Allowance and moves location, no Deployment Assistance Allowance is payable in the new location.
 - (6) A Deployment Assistance Allowance will not count as salary for superannuation.
 - (7) Deployment Assistance Allowance will be reviewed within the first 12 months of the life of this Agreement.

39 REMOTE LOCALITIES ALLOWANCE

- (1) A Remote Localities Allowance will be paid to classes of Employees who are deployed to a specified remote location.
- (2) The Remote Localities Allowance is a taxable payment that is paid fortnightly and is payable to Employees during periods of paid leave. This is classified as a location allowance for the purposes of superannuation legislation and does not count as salary for superannuation purposes.
- (3) The Commissioner may vary the specified remote locations during the life of this Agreement for the purposes of attracting a Remote Locality Allowance.

40 AIR SECURITY OFFICER FLIGHT OPERATIONS ALLOWANCE

- (1) Employees performing the role of an Air Security Officer rostered to undertake duties on board an aircraft as part of their core duties will receive a flight operations allowance.
- (2) This allowance is payable in recognition of the inconveniences experienced due to the transient location of their workplace and the time necessarily spent away from their home base.
- (3) The flight operations allowance of \$15000 per annum will be paid pro rata on a fortnightly basis, in arrears.

- (4) The flight operations allowance will not count as part of the Air Security Officer's Base Salary or as salary for superannuation purposes.
- (5) The AFP will meet all approved costs associated with the AFP employment related travel requirements in accordance with this Agreement where the Air Security Officer is required to stay overnight at a location (other than their home base) in between rostered duty. However, time spent undertaking rostered duty on board an aircraft is not employment related travel for the purposes of this sub-section.

41 ADDITIONAL REMUNERATION

- (1) The Commissioner may enter into an agreement with an Employee or group of Employees to pay additional remuneration either in the form of:
 - (a) an annualised allowance payable fortnightly in arrears; or
 - (b) a lump sum payment or payments; or
 - (c) a combination of both (a) and (b).
- (2) Any additional remuneration agreement must be in writing and detail:
 - (a) the purpose for the agreement;
 - (b) any additional deliverables, performance expectations, patterns of attendance, Roster Periods, additional hours or other criteria required to be met by the Employee or group of Employees;
 - (c) whether the additional remuneration will count as salary for superannuation;
 - (d) the term of the agreement; and
 - (e) where the term is in excess of 12 months, an annual review date.
- (3) A request under this section will only be considered by the Commissioner on the advice and recommendation of the AFP Remuneration Committee and will be supported by workforce or other relevant analysis.
- (4) The Commissioner may, at any time, vary or revoke an agreement made under this section.
- (5) Where the Commissioner varies or revokes an agreement, the Employee will be notified in writing with a minimum of 28 days notice. At this time the additional deliverables of the agreement will cease to apply.

Part VI – Leave



AFP

AUSTRALIAN FEDERAL POLICE





PART VI – LEAVE

42 ANNUAL LEAVE

- (1) Employees, other than casual Employees, accrue six weeks (228 hours) annual leave per annum on a monthly pro rata basis.
- (2) Part-time Employees accrue annual leave on a pro-rata basis.
- (3) An Employee's Supervisor may approve an application for annual leave subject to the reasonable operational requirements of the AFP and the Employee's annual leave balance.
- (4) Paid annual leave may be taken for any period agreed between an Employee and their Supervisor. The Supervisor must not unreasonably refuse a request by the Employee to take paid annual leave.
- (5) All periods of annual leave count as service for all purposes.
- (6) Annual leave will be paid out on cessation of employment.
- (7) In exceptional circumstances, the Commissioner may grant additional annual leave to an Employee.

Minimum Usage of Annual Leave and Maximum Credit

- (8) To assist in achieving a work-life balance, Employees are encouraged to take at least four weeks (152 hours) annual leave in each financial year. The taking of annual leave is a mutual responsibility between the AFP and the Employee. An Employee must endeavour to take leave and the AFP should provide the opportunity for this leave to be taken.
- (9) An Employee may be directed to be on annual leave for a period of two weeks (76 hours) when the Employee's annual leave balance is more than eight weeks (304 hours).

Cash Out of Annual Leave

- (10) Employees may, on two occasions per financial year, cash out a minimum of 38 hours of their accrued leave balance.
- (11) However:
 - (a) annual leave must not be cashed out if it would result in the Employee's accrued annual leave balance being less than four weeks (152 hours);
 - (b) each agreement to cash out annual leave must be in a separate agreement in writing between the AFP and the Employee; and
 - (c) where annual leave is cashed out, the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

Reduced Accrual of Annual Leave

- (12) Employees may elect to reduce the accrual rate of annual leave in return for an allowance paid fortnightly over 52 weeks. This allowance will be equal to the value of the annual leave that is reduced.
- (13) This allowance will not affect hourly rates for the calculation of overtime or other benefits.
- (14) The increase in fortnightly base salary does not affect the base salary for superannuation purposes.
- (15) Applications for reduced accrual of annual leave will only be approved for reductions of future annual leave credits.
- (16) Employees may only reduce their accrual by blocks of 38 hours per annum.
- (17) An Employee's leave accrual cannot be less than 152 hours in a 12 month period.

Annual Leave at Half Pay

- (18) An Employee may seek approval to take a period of annual leave at half pay. Where an Employee is approved to take a period of annual leave at half pay:
 - (a) the first half of the period of leave is characterised as annual leave (First Period);
 - (b) the second half of the period is characterised as unpaid leave (Second Period); and
 - (c) the Employee is paid 50% of the amount the Employee would be entitled to for the First Period for the entire duration of the leave.
- (19) The entire period of approved annual leave at half pay will count as service for all purposes.

Purchased Annual Leave

- (20) Any ongoing Employee may, with the agreement of their Supervisor, nominate to purchase additional annual leave in return for a deduction from their fortnightly Base Salary, in accordance with the following parameters:
 - (a) only one application may be made in a financial year;
 - (b) additional leave may only be purchased in 38 hour blocks;
 - (c) any purchased leave balance must be used within 12 months of the purchased leave being credited and prior to other standard annual leave being utilised;
 - (d) an application to purchase leave will be submitted in writing and endorsed by the Employee's Supervisor;
 - (e) only prospective purchased leave arrangements will be approved;
 - (f) the deduction in fortnightly base salary does not affect the base salary for superannuation purposes;
 - (g) this allowance will not affect hourly rates for the calculation of overtime or other benefits; and
 - (h) purchased leave will count for service for all purposes.

43 PERSONAL/CARER'S LEAVE WITH PAY

Leave

- (1) Employees, other than casual Employees, will be entitled to 136 hours and 48 minutes (18 seven hour 36 minute days) personal/carer's leave credits per annum credited to the Employee on a monthly pro rata basis.
- (2) Part-time Employees will accumulate personal/carer's leave on a pro-rata basis.
- (3) Personal leave will not be paid out on termination of employment.

Approval

- (4) Personal leave may be granted to an Employee in the following circumstances:
 - (a) where the Employee is not fit for work due to personal illness, or injury; or
 - (b) to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household who requires care or support because of:
 - I) a personal illness, or injury; or
 - II) an unexpected emergency.

Certification Requirement

- (5) Reasonable and legitimate requests for personal leave will be approved.
- (6) Employees are required to provide satisfactory evidence to support an application for personal leave:
 - (c) where the Employee is absent for three or more consecutive occurrences; or
 - (d) where they have been absent for more than 60 hours without evidence in a financial year.
- (7) Notwithstanding sub-section (5), a Supervisor may, at any time, request satisfactory evidence to support a current or future application for personal leave.

Personal Illness on Annual Leave or Long Service Leave

- (8) Employees who are medically unfit for duty for a minimum of one day while on annual or Long Service Leave (and who produce a medical certificate) may apply for personal leave. Annual leave and Long Service Leave will be re-credited to the extent of the period of personal leave granted.

Personal Leave without Pay

- (9) Personal leave without pay may be granted where paid personal leave entitlements have been exhausted. Leave granted under this sub-section will count as service for any purpose up to a period of 52 weeks.
- (10) The Commissioner may declare that any personal leave without pay in excess of 52 weeks will count as service.

Referrals for Medical Advice

- (11) Where the Commissioner is concerned about an Employee's fitness for duty, the Commissioner may, at AFP expense, direct an Employee to attend an assessment by a suitably qualified and independent medical practitioner.

44 MANDATORY REST DAYS

- (1) Employees will be entitled to four Mandatory Rest days over the period from 1 March to the last day in February each year.
- (2) Two Mandatory Rest Days will be credited to Employees on the following days of each year to which this Agreement applies:
 - (a) 1 March, and
 - (b) 1 September,provided the Employee has (on that day) an annual leave balance of no more than 304 hours (8 weeks).
- (3) The two Mandatory Rest Days must be used during the Six Calendar Month Averaging Period in which the entitlement is credited and must be taken in accordance with arrangements made between an Employee and their Supervisor.
- (4) Supervisors must ensure Employees are granted reasonable opportunities to utilise their Mandatory Rest Days.
- (5) The two Mandatory Rest Days may be taken consecutively within the Six Month Calendar Averaging Period.
- (6) Unused Mandatory Rest Days will not accrue into the next averaging period.
- (7) Where an Employee provides reasonable grounds as to why they have been unable to meet the requirements of this section, the Commissioner may determine that the Employee is entitled to be credited with the two Mandatory Rest Days. A determination under this sub-section will be based on a written submission setting out the reasons why the Employee has not been able to meet the requirements of this section.

45 LONG SERVICE LEAVE

- (1) Employees are entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*.

46 COMPASSIONATE LEAVE

- (1) The Commissioner may grant a full time or part-time Employee three days of paid compassionate leave each occasion that an Employee's immediate family member, or a member of the Employee's household:

- (a) contracts an illness, or injury, that poses a serious threat to his or her life; or
 - (b) after the death of an Employee's immediate family member, or a member of the Employee's household.
- (2) A casual Employee may also access compassionate leave. Such leave will be unpaid leave.
- (3) The Commissioner may require the Employee to provide evidence of the illness, injury or death in support of the request for leave. For the purpose of this section, a day is deemed to be the Normal Working Hours the Employee would normally have worked had they not taken the leave.

47 MATERNITY LEAVE

- (1) Employees are entitled to maternity leave as provided in the *Maternity Leave (Commonwealth Employees) Act 1973*.
- (2) Where an Employee would be eligible for a period of 12 weeks paid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973*, the Employee will be entitled to be paid for a further four weeks of the maternity leave period in addition to that conferred under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- (3) An Employee may apply to spread the payment of paid maternity leave over a maximum period of 32 weeks by taking all or part of the leave at half Base Salary, including Core Composite (if applicable). Any paid maternity leave beyond the first 16 weeks does not count as service for any purpose.
- (4) Applications for an additional period of unpaid maternity leave must be made at least four weeks before the end of the initial period of maternity leave.
- (5) An Employee must return to work before applying for a further period of maternity leave.

48 ADOPTION LEAVE

- (1) An Employee who is the primary carer of an adopted child will be entitled to six weeks paid adoption leave for the purposes of adopting a child. The adoptive child must be under 16 years of age and have not lived continuously with the Employee or the Employee's partner for a period of six months or more.
- (2) In exceptional circumstances, the Commissioner may grant an additional eight weeks paid adoption leave.

49 DEFENCE RESERVE SERVICE LEAVE

- (1) The Commissioner may grant an Employee defence reserve service leave (with or without pay) to enable the Employee to undertake peacetime training or deployment with the Australian Defence Force.
- (2) An Employee who is a member of the Australian Defence Force Reserve may be granted paid defence reserve service leave of up to 20 days each financial year. During the Employee's first year of defence reserve service, a further 10 days paid leave may be granted to allow the Employee to participate in common induction training.

- (3) Periods of defence reserve service leave without pay in excess of six months do not count as service for the accrual of annual leave. Leave granted for defence reserve purposes counts as service for all other purposes.

50 MISCELLANEOUS LEAVE

- (1) The Commissioner may grant miscellaneous leave, having regard to the genuine operational requirements of the AFP and the needs of Employees.
- (2) The intention of miscellaneous leave is to provide flexibility for Employees by providing leave (with or without pay) for a variety of purposes.
- (3) Before granting miscellaneous leave, the Commissioner will have regard to other forms of paid leave that may be available to an Employee.
- (4) Miscellaneous leave may be granted subject to conditions.
- (5) There is no minimum or maximum period of miscellaneous leave that may be approved.
- (6) Where miscellaneous leave is refused the Employee will be notified (in writing) of the reasons for the decision.

Miscellaneous Leave With Pay

- (7) Miscellaneous leave with pay may be granted for reasons, including:
- (a) study leave, in accordance with the approved study leave program;
 - (b) requirement to undertake jury service;
 - (c) war service sick leave;
 - (d) additional compassionate leave;
 - (e) paternity/supporting partner leave (a maximum of 10 working days or rostered shifts);
 - (f) NAIDOC (National Aboriginal and Islander Day Observation Committee) (a maximum of three days);
 - (g) participation in State Emergency Service emergency response situations;
 - (h) non-AFP employment or work in the interest of the AFP or law enforcement;
 - (i) an AFP band member when performing at an approved function; and
 - (j) any other purpose deemed by the Commissioner.
- (8) The first seven days of miscellaneous leave with pay will be paid at the Employee's Base Salary and will also include the Core Composite or where applicable Operations High composite.
- (9) The Commissioner may decide to continue to pay the Core Composite, or where applicable Operations High composite in excess of the first seven days.
- (10) Miscellaneous leave with pay will count as service all purposes.

Miscellaneous Leave Without Pay

- (11) Miscellaneous leave without pay may be granted for reasons, including:
- (a) personal and development training;
 - (b) days of cultural or religious significance for Employees;
 - (c) accompanying a partner on a posting (within Australia or overseas);
 - (d) non-AFP employment or work in the interest of the AFP or law enforcement;
 - (e) parental leave in accordance with the National Employment Standards;
 - (f) participation in major national or international sporting events; and
 - (g) for any other purposes where other types of paid leave have been exhausted.
- (12) Periods of miscellaneous leave without pay exceeding 30 days will not count for service for any purpose unless deemed by the Commissioner to count as service.

51 PUBLIC HOLIDAYS

- (1) The AFP will deem the following days as designated public holidays:
- (a) New Year's Day (or substitute day);
 - (b) Australia Day (or substitute day);
 - (c) Good Friday (and the following Saturday);
 - (d) Easter Monday;
 - (e) Anzac Day;
 - (f) Queen's Birthday Holiday (on the day on which it is celebrated in a State or Territory);
 - (g) Labour Day (or equivalent, on the day on which it is celebrated in a State or Territory);
 - (h) Christmas Day (or substitute day);
 - (i) Boxing Day (or substitute day);
 - (j) Public Service Christmas holiday; and
 - (k) any other day, or part-day, declared or prescribed as a public holiday under a law of a State or Territory to be observed generally within the State or Territory (or within a geographic region of a State or Territory) as a public holiday.
- (2) Where a public holiday is substituted and an Employee is rostered to work on the actual day, the Employee may elect to have the actual day recognised as the public holiday. However, an Employee may not have both the actual day and the substituted day deemed a public holiday.

Christmas and Easter Stand Down

- (3) In addition to those public holidays listed above, the AFP will deem the following days to be public holidays:
- (a) the two ordinary working days between Christmas and New Year; and
 - (b) Easter Sunday.

Public Holiday during Annual or Personal Leave

- (4) Where a public holiday occurs during any period of annual leave or personal leave, the period of the public holiday will not be deducted from the Employee's annual or personal leave credit.

Public Holidays and the Operations and Support Working Patterns

- (5) If an Employee working in the Operations or Support working pattern is required to perform duty on a public holiday, the following applies.
- (a) Where the actual time worked is less than eight hours:
- I) the Employee will have the actual hours worked credited to the Employee's total hours over a Six Calendar Month Averaging Period; and
 - II) a Stand Down Period of eight hours will be conferred on the Employee which will result in eight hours being credited towards the Employee's total hours over a Six Calendar Month Averaging Period.
- (b) Where the actual time worked is eight hours or more, the Employee will be paid a Base Salary Hourly Penalty Rate for each hour worked and the hours worked will accrue at single time towards the Six Month Calendar Averaging period.

Public Holidays and the Rostered Operations Working Pattern

- (6) Where an Employee working in the Rostered Operations working pattern is rostered off duty on a public holiday, they will be paid an additional eight hours pay at the Base Salary Hourly Penalty Rate. If an Employee is rostered on duty on a public holiday, the Employee will be paid an additional Base Salary Hourly Penalty Rate for the actual hours worked.
- (7) An Employee will not split their leave immediately before and after a Public Holiday to receive an additional eight hours pay at the Base Salary Hourly Penalty Rate.
- (8) Where an Employee is directed to be on a period of Stand Down on a Public Holiday they will not be entitled an additional eight hours pay at the Base Salary Hourly Penalty Rate.

52 SALARY WHILE ON LEAVE

- (1) All authorised paid leave (excluding Long Service Leave and miscellaneous leave with pay in excess of seven days) provided for in this Agreement will be paid at an Employee's Base Salary and (where applicable):
- (a) a Core Composite;
 - (b) a High Volume Operations composite;
 - (c) Higher Duties Allowance where the Employee would have received the allowance but for the period of leave;

- (d) Critical Deployment Composite, where the authorised leave is personal leave taken at the determined location to which the Critical Deployment Composite applies;
 - (e) Deployment Assistance Allowance;
 - (f) Remote Localities Allowance;
 - (g) Air Security Officer Flight Operations Allowance; and
 - (h) any additional remuneration under section 41.
- (2) The Commissioner may, in exceptional circumstances, approve the payment of a Core Composite while an Employee is on miscellaneous leave with pay in excess of seven days.

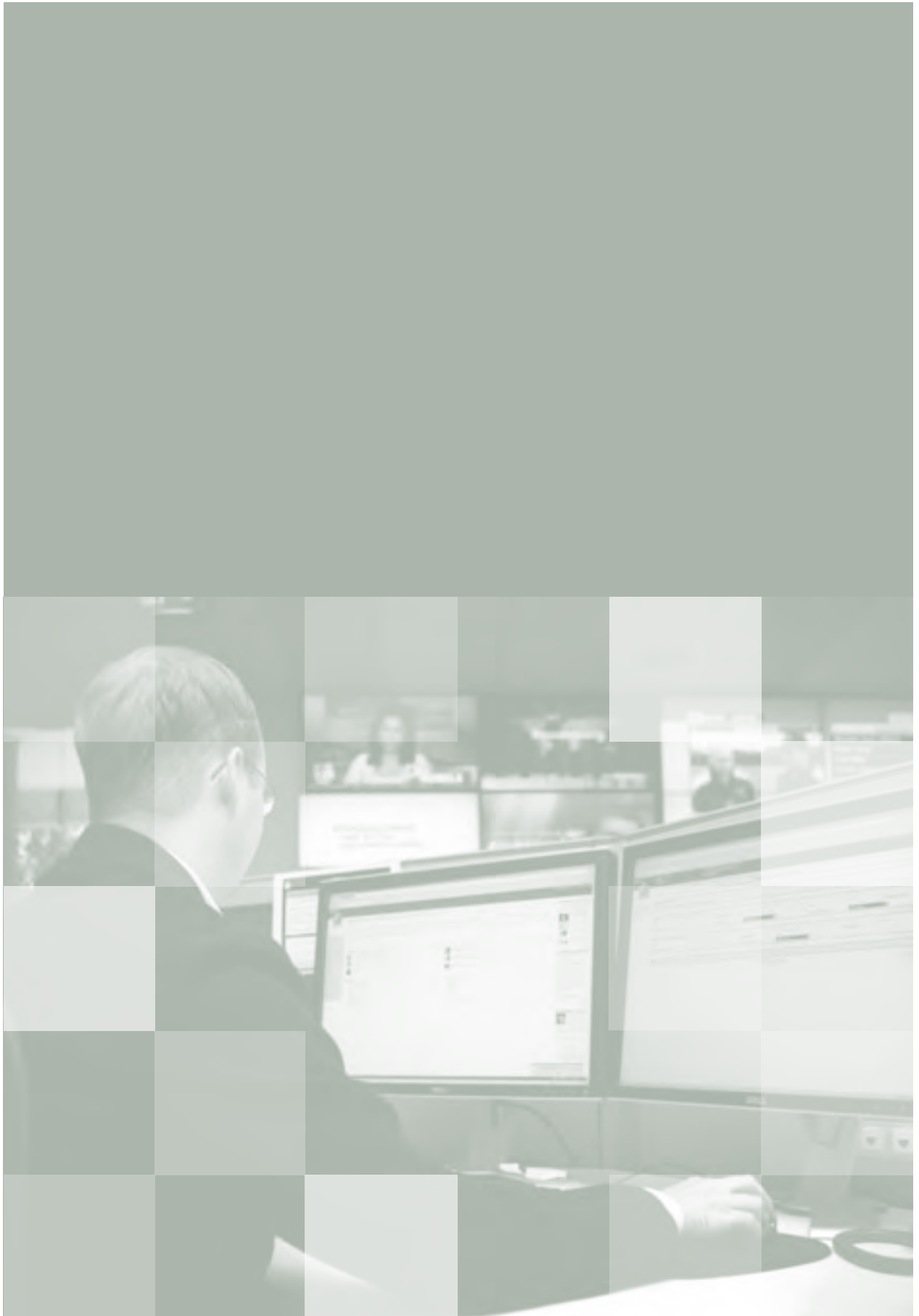
Part VII – Flexibility in the Workplace



AFP

AUSTRALIAN FEDERAL POLICE





PART VII – FLEXIBILITY IN THE WORKPLACE

53 INDIVIDUAL FLEXIBILITY ARRANGEMENT

- (1) In accordance with Division 5, Section 202 (1) of the Fair Work Act 2009, the AFP and an individual Employee may agree to enter into an Individual Flexibility Arrangement to vary the effect of certain terms of this Agreement to meet the genuine operational requirements of the AFP and the needs of the individual Employee.
- (2) The terms of this Agreement that the AFP and the individual Employee may agree to vary pursuant to an Individual Flexibility Arrangement are section 11 “Hours of Attendance”.
- (3) The AFP must ensure that the Flexibility Agreement:
 - (a) is confined to a variation of matters contained in section 11 of this Agreement;
 - (b) states each term of this Agreement that the AFP and the individual Employee have agreed to vary;
 - (c) details how the application of each term has been varied by agreement between the AFP and the individual Employee;
 - (d) does not disadvantage the individual Employee in relation to the individual Employee’s terms and conditions of employment;
 - (e) is about matters that would be permitted matters if the arrangement were part of an enterprise agreement;
 - (f) does not include a term that would be an unlawful term if the arrangement were part of an enterprise agreement;
 - (g) results in the Employee being better off overall than the Employee would have been if no Flexibility Agreement were agreed to;
 - (h) is genuinely agreed to by the Employee without coercion or duress;
 - (i) is in writing, names the parties to the Flexibility Agreement and is signed by the AFP and the individual Employee and, if the Employee is under 18 years of age, the Employee’s parent of guardian;
 - (j) is given (or a copy is given) to the Employee, and a copy kept on file by the AFP;
 - (k) is able to be terminated by the AFP or the individual Employee giving four weeks notice of termination in writing to the other party, or at any time by agreement in writing by the AFP and the individual Employee; and
 - (l) states the date the Flexibility Agreement commences to operate.

54 PART-TIME WORK

- (1) Part-Time work provides a flexible employment option for Employees and a valuable mechanism for matching Employee personal commitments and genuine operational requirements of the AFP. All Employees may apply to be considered for part-time work.

- (2) An Employee who wishes to work part-time may negotiate part-time work arrangements with the Commissioner.
- (3) All terms, conditions and benefits within this Agreement will be provided pro rata for an Employee entering into an approved part-time work arrangement.
- (4) Where a Core Composite is applicable to the position or role to which the part-time Employee is assigned, the Core Composite is payable on a pro-rata basis, provided the Employee is able to work in accordance with the working pattern to which the Core Composite applies. Where an Employee is unable to work in accordance with the requirements of the working pattern, the Employee may work under a Support Working pattern in accordance with sub-section 14(1) and will not be entitled to be paid a Core Composite.

55 JOB SHARING

- (1) Subject to the genuine operational requirements of the AFP, and the merit of the Employee's application, the Commissioner may approve job sharing arrangements between two or more part-time Employees.

56 HOME-BASED WORK

- (1) Subject to the genuine operational requirements of the AFP (including administrative, security and safety arrangements) the Commissioner may enter into a home-based working arrangement with an Employee.

VIII – Workforce Adjustment



AFP

AUSTRALIAN FEDERAL POLICE





PART VIII – WORKFORCE ADJUSTMENT

57 RESIGNATION AND RETIREMENT

- (1) Employees may resign or retire at any time by giving the required period of notice consistent with section 30(2) and 31 of the *Australian Federal Police Act 1979* in writing to their supervisor.

58 REDEPLOYMENT AND REDUNDANCY

- (1) Where the Commissioner determines that one or more Employees are excess to requirements, those Employees will be subject to a redeployment, reduction in classification or redundancy process.
- (2) An Employee will be considered excess if:
 - (a) they have been included in a class of AFP Employees and there are more Employees in the class than is necessary for the efficient and economical working of the AFP;
 - (b) the services of the Employee cannot be effectively used because of technological or other changes in the methods, or changes in the nature, extent or organisation of the functions of the AFP; or
 - (c) the duties usually performed by the Employee are to be performed by the Employee at a different locality and the Employee is not able to perform duties at that locality.
- (3) The Commissioner may notify an Employee in writing of the proposal to declare them excess to the AFP's requirements. The Employee has 14 calendar days to raise any issues of concern relating to the proposed declaration. Where an Employee responds within the prescribed time period, the Commissioner must consider the issues raised. Such consideration may serve to delay the proposed declaration.
- (4) At the end of the notification period, the Commissioner may declare an Employee to be excess and will advise the Employee in writing of the declaration within three months, and may do so at any time within this three month period.
- (5) Once declared excess, the Employee must choose either of the following two options:
 - (a) accept an offer of voluntary redundancy (VR) and leave the AFP within 14 calendar days of accepting the offer, or at another date agreed on. If a VR is not accepted, it must not be offered again; or
 - (b) decline the VR offer and pursue redeployment or reduction options during a three month retention period.
- (6) If an Employee does not respond, within the 14 day period, it will be assumed the Employee has declined the VR offer and enters into a retention period to pursue redeployment, at or below level within the AFP.

Voluntary redundancy

- (7) For voluntary redundancy under the terms of this Agreement, the following payments are to apply for eligible service:

- (a) Twelve weeks pay for up to and including three years service;
 - (b) Eighteen weeks pay for service in excess of three years and up to six years;
 - (c) Thirty six weeks pay for service in excess of six years and up to nine years;
 - (d) Fifty two weeks pay for service in excess of nine years.
- (8) The above payments do not include payments in lieu of notice.
- (9) The above payments do not include payments in the form of final monies for items including unused accrued recreation leave and unused accrued long service leave.
- (10) Redundancy payments will be limited to a maximum payment of 52 weeks.

Retention period

- (11) Employees who opt for redeployment during the three month retention period, are responsible for their career management and must actively participate in the redeployment process.
- (12) For redeployment under this sub-section, an Employee will be moved to a suitable role or position at or below their substantive classification level (with or without the Employee's consent).
- (13) For clarity, redeployment under this sub-section is not a management initiated temporary transfer under section 16.
- (14) Where an Employee is redeployed to a role or position below their substantive classification level in accordance with this sub-section, they will maintain their previous Base Salary for a period of 12 months from the date they were declared excess. After this 12 month period, the Employee's Base Salary will revert to the top increment point of that lower band level.
- (15) An Employee will be entitled to eight hours per fortnight with full pay during the retention period to attend to necessary employment interviews. Where possible, the Employee must give his or her supervisor a minimum of 24 hours prior notice of an upcoming employment interview.

Involuntary redundancy

- (16) Excess Employees, not permanently redeployed by the end of the retention period, will be made involuntarily redundant within 14 days of the completion of the retention period. Their employment will be terminated by the Commissioner under section 28 of the AFP Act, on the grounds that the Employee is excess to the requirements of the AFP.
- (17) For involuntary redundancy under the terms of this Agreement, the following payments are to apply for eligible service:
- (a) Twelve weeks pay for up to and including three years service;
 - (b) Eighteen weeks pay for service in excess of three years and up to six years;
 - (c) Thirty six weeks pay for service in excess of six years and up to nine years;
 - (d) Fifty two weeks pay for service in excess of nine years.

- (18) The above payments do not include payments in lieu of notice.
- (19) The above payments do not include payments in the form of final monies for items including unused accrued recreation leave and unused accrued long service leave.
- (20) Redundancy payments will be limited to a maximum payment of 52 weeks.

Eligible Service for Redundancy Pay Purposes

- (21) For the purposes of calculating a redundancy entitlement, the following will apply:
 - (a) eligible service will be calculated up to the date of redundancy;
 - (b) for the purposes of calculating “eligible service”, prior service or employment with any authority or body constituted by or under a law of the Commonwealth, Australian Public Service or the Australian Defence Force will be aggregated with service or employment with the Australian Federal Police, if there was no break, exceeding seven calendar days, or no break other than one attributable to leave of absence (whether with pay or without pay), from the prior service or employment and if the member’s prior service or employment was not terminated by reason of:
 - I) retrenchment;
 - II) retirement on the grounds of invalidity, inefficiency or loss of a necessary qualification;
 - III) forfeiture of office;
 - IV) dismissal on disciplinary grounds; or
 - V) termination of a probationary appointment for reasons of unsatisfactory service or employment.
- (22) Absences during a period of eligible service or employment which do not count as service for employment for long service leave purposes do not count for the purposes of calculating the benefits specified above.

Rate of Payment

- (23) For the purposes of calculating any payment under the above sub-section, “salary” includes:
 - (c) full-time Employee:
 - I) the Employee’s full-time base salary paid at the ordinary time rate;
 - (d) part-time Employee:
 - I) base salary at the ordinary time rate paid on a pro rata basis where the Employee has worked part-time hours during the period of service and the Employee has less than 24 years full-time service;
 - (e) for Employees in receipt of Higher Duties Allowance;
 - I) the base salary rate on which salary and higher duties payments are made where the Employee has been acting in a higher position for a continuous period of at least 12 months immediately preceding the date on which the Employee is given notice of termination.

59 TERMINATION OF EMPLOYMENT

- (1) This section applies only to full-time and part-time Employees.

Period of Notice

- (2) Where an Employee's employment is terminated, the period of notice will be:
- (f) four weeks; or
 - (g) in the case of an Employee over 45 years of age with at least five years continuous service, five weeks.
- (3) The AFP may do any of the following:
- (a) pay the Employee in lieu of any part or all of the notice period;
 - (b) require the Employee not to report to work during the whole or any part of the notice period;
 - (c) release the Employee prior to the expiry of the notice period with payment of wages or salary to the date of termination only; or
 - (d) provide the Employee with duties different from those that the Employee would ordinarily perform.
- (4) The period of notice in this section does not apply where the Commissioner has terminated the employment of an Employee for serious misconduct under the provisions of section 40K of the *Australian Federal Police Act 1979*.

Return of Property

- (5) Immediately upon the termination of an Employee's employment for any reason (including the resignation of the Employee), or otherwise at the AFP's request, an Employee must return to the AFP all property belonging to the AFP and any information which relates to the business of the AFP or its clients or potential clients, which is in the Employee's custody, possession or control, including (but not limited to) all confidential information, intellectual property, mobile telephones, computers, keys, storage devices, cards, documents, records and papers (together with all copies thereof).

Review of Decisions to Terminate Employment

- (6) This Agreement does not provide any additional review procedures for decisions relating to termination of employment. The sole and exhaustive rights in relation to termination of employment are provided under the laws of the Commonwealth, including the common law.
- (7) Termination of employment, or a decision to terminate employment, cannot be reviewed under the procedures for dispute resolution or under any procedures for internal review of employment action.

Part IX – Miscellaneous



AFP

AUSTRALIAN FEDERAL POLICE





PART IX – MISCELLANEOUS

60 PERFORMANCE DEVELOPMENT AGREEMENT PROCESS

- (1) The AFP Performance Development Agreement (PDA) aims to facilitate effective performance management, in order to support the delivery of AFP objectives and outcomes. Effective performance management is achieved through building a workplace culture based on ongoing feedback between Supervisors and team members and the clarification of performance expectations and objectives.
- (2) The PDA is mandatory and must be completed by 28 February and 31 August each year.
- (3) An Employee will be ineligible to receive salary increases, incremental progression and progression through a broadband, if they have not participated in the PDA process and have not attained the minimum rating of PDA fulfilled.
- (4) Where an Employee goes on long term leave (e.g. maternity leave, long service leave) across a period where the PDA cycle ends, the Employee and their Supervisor must ensure the PDA cycle is completed prior to the leave commencing, unless exceptional circumstances exist.
- (5) Both Supervisors and Employees have a responsibility to actively participate in the PDA. Employees who take all reasonable steps to complete the PDA will receive their salary increase.
- (6) The AFP may review the performance management system throughout the life of this agreement which may result in an alternative system being implemented.

61 EMPLOYMENT RELATED TRAVEL

- (1) The AFP will meet all approved costs associated with AFP employment related travel requirements.
- (2) An Employee who is required to undertake travel for work related reasons travelling away from their usual place of work to an alternative location:
 - (a) within the general bandwidth of 0600 – 2000 Monday to Friday for Employees under the Operations or Support working patterns; or
 - (b) within the Employee's scheduled attendance for Employees under a Rostered Operations working pattern,

will have the time spent in travel count towards their Normal Working Hours. The hours will not count towards penalties under the Operations or Rostered Operations working patterns.

Excess Travelling Time

- (3) An Employee travelling away from their usual place of work outside the general bandwidth of 0600 – 2000 Monday to Friday, or for Rostered Operations outside their scheduled shift, will be paid at

the Base Salary Hourly Penalty Rate for excess time spent in travel provided the time exceeds 30 minutes on any calendar day. Any excess travelling time paid under this provision will not count towards the Employee's Normal Working Hours.

- (4) An Employee may, with the agreement of their Supervisor, elect to take time off in lieu of payment of excess travelling time calculated as Ordinary Time. Employees will utilise time off in lieu within the current Six Calendar Month Averaging Period or Roster Period.
- (5) Time spent in travel does not include time spent as an overnight stop over between two destinations.

Rest Periods after Domestic Travel

- (6) Unless otherwise agreed, if required to travel directly after duty, an Employee must be provided with a minimum Rest Period of 11 hours after the completion of the travel, where the combined travel and duty time exceeds 14 hours, prior to commencing their next duty. This sub-section does not apply to an Air Security Officer on flight duty.

Rest Periods after International Air Travel

- (7) Where an Employee, other than an Air Security Officer on flight duty, is required to undertake international travel, the below Rest Periods will apply:
 - (a) An Employee must be provided with a minimum period of 12 hours rest after the completion of flights involving international travel, where their flight time exceeds 10 hours, prior to commencing their next duty.
 - (b) An Employee must be provided with a minimum period of 24 hours rest after the completion of flights involving international travel, where their flight time exceeds 18 hours, prior to commencing their next duty.
 - (c) If the Employee is directed to commence duty prior to the minimum rest periods being met, they will be paid a Base Salary Hourly Penalty Rate for each hour worked and the hours worked will accrue at single time towards the Six Month Calendar Averaging period until the time that they are given their minimum rest periods.
 - (d) Nothing in this sub-section prevents an Employee from commencing duty before the minimum rest period is completed, provided there is mutual agreement between the Employee and their Supervisor.
- (8) For the purposes of international travel, the duration of a flight includes two hours prior to departure and one hour after arrival and any time spent in transit en route to the final destination.

Rest Periods after Air Security Officer on Flight Duty

- (9) Where an Air Security Officer performs flight duty on any flight the following Rest Periods will apply:
 - (a) for flights of more than six hours and up to and including 12 hours in duration, a minimum 12 hour Rest Period;

- (b) for flight duration in excess of 12 hours and up to and including 18 hours duration, a minimum 24 hour Rest Period; and
 - (c) for flights in excess of 18 hours duration, a minimum 48 hour Rest Period.
- (10) For the purpose of sub-section (9), the performance of “flight duty” will include time spent in transit at an airport en-route to the final destination of the operational flight, inclusive of any sign on and sign off procedures as required.

Excess Travel Provision

- (11) Where an Employee is required to stay away from their normal place of residence overnight for 30 nights or more for operational reasons in a Six Calendar Month Averaging Period, the Employee will be provided two days Stand Down during which eight hours per day will count towards the hours worked in a Six Calendar Month Averaging Period or Roster Period.
- (12) The nights away can be consecutive or non-consecutive.
- (13) Stand Down days under the Excess Travel Provision:
- (a) must be taken within the Six Calendar Month Averaging Period in which the entitlement accrues or the next averaging period; and
 - (b) are not cumulative once one entitlement arises in a Six Calendar Month Averaging Period.
- (14) The Excess Travel Provision does not apply when an Employee is:
- (a) attending an approved AFP training or development course; or
 - (b) engaged in Air Security Officer operational requirements.

62 AFP DIVERSITY OR SUPPORT NETWORKS

- (1) The AFP maintains a number of Diversity or Support Networks. The networks are:
- (a) Confidant Network;
 - (b) Disability Network;
 - (c) Gay and Lesbian Liaison Officer Network;
 - (d) Mallunggang Indigenous Officer Network;
 - (e) Womens’ Network; and
 - (f) any other Network established by the Commissioner.
- (2) Subject to the genuine operational requirements of the AFP, and with the approval of their Supervisor, an Employee may be allowed:
- (a) reasonable time during Normal Working Hours (including rostered shifts); or
 - (b) reasonable opportunities to alter their working pattern in accordance with this Agreement, to attend meetings or undertake duties associated with an AFP Diversity or Support Network.

- (3) Any approved hours incurred as a result of sub-section (2) will not attract any penalties (however described) within any of the three AFP working patterns detailed in Part IV of this Agreement.
- (4) Nothing in this Agreement prevents an Employee from undertaking duties associated with a Diversity or Support Network (or any other community or charitable event) outside of the Employee's Normal Working Hours on a voluntary basis.

63 RELOCATION COSTS

- (1) The AFP will meet reasonable costs arising from the relocation of an Employee and their household as the result of an open selection process based on Merit Principles for relocation, including an advertised expression of interest, a management initiated temporary transfer or assignment to a fixed term mobility role.
- (2) Relocation expenses will not be met by the AFP for any relocation that has occurred at the Employee's request or for mutual agreements between Employees to swap locations on compassionate or any other grounds.

64 AFP ROLE EVALUATION

- (1) The AFP commits to review its job evaluation and role sizing tool, known as "JobSize", in order to:
 - (a) consider modernisation of the tool to ensure it meets contemporary business and human resource practices;
 - (b) ensure the AFP has an accurate job evaluation and role sizing tool that minimises subjectivity and ensures equity; and
 - (c) enable the AFP to have a more professionally recognised classification structure that enhances mobility and transportability for Employees across other agencies.

65 REDUCTION IN CLASSIFICATION

- (1) The Commissioner may reduce an Employee in classification to any Increment Point in any Salary Band within the AFP as a result of:
 - (a) an adverse Professional Standards finding under Part V of the Australian Federal Police Act 1979, in relation to a category three conduct issue or a corruption issue being made where the delegate has made a determination that the appropriate action in relation to the finding is to reduce, or includes a reduction in, the Employee's salary band, or
 - (b) a process to manage underperformance, where the Employee has failed to meet performance expectations and the subsequent action taken in relation to the underperformance process is to reduce the Employee in classification.

- (2) Where an Employee has sought an internal review of any Professional Standards finding, the Commissioner may defer any incremental advancement in accordance with sub-section (1)(a) until the associated review process has been exhausted.
- (3) Where an Employee is reduced in classification under this section, all the terms and conditions, including salary rates, or broadband provisions, applicable to the classification to which the Employee is reduced, will apply until such time as the Employee is otherwise advanced in accordance with an open selection process based on Merit Principles.

66 UNDERPAYMENT OF SALARY

- (1) In the event of underpayment of salary or allowances to an Employee, the salary owing to the Employee will be paid as soon as practicable and where possible, in accordance with the Employee's request.

67 OVERPAYMENT OF SALARY

- (1) Where an overpayment of salary or an allowance has occurred, the overpayment will be recovered in accordance with the Commissioner's Financial Instructions (CFI 18 – Debts Owing to the AFP and Debt Management).

68 CONSULTATION

- (1) The AFP is committed to being an 'employer of choice' and provides a strong cooperative working relationship between the AFP management, Employees and their Employee representatives. Significant workplace changes will be pursued in consultation with the Employees and, where they choose, their representatives.
- (2) Managers are encouraged to involve Employees as early as is practicable in the consultative process. Where appropriate, managers may establish regular consultative meetings with Employees and, where they choose, their representatives as part of this process.
- (3) While the use of a range of consultative arrangements is desirable, the approach taken in each instance should be reasonable and appropriate to the issues and circumstances.
- (4) Consultation will apply when:
 - (a) the AFP has made a decision to introduce a major change to programs, the organisation, the structure, or technology; and
 - (b) the change is likely to have a significant effect on Employees of the AFP.
- (5) The AFP will notify the relevant Employees of the decision to introduce the major change.
- (6) The relevant Employees may appoint a representative for the purposes of the procedures in this term.

- (7) If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the AFP of the identity of the representative;
- the AFP will recognise the representative.
- (8) As soon as practicable after making its decision, the AFP will:
- (a) discuss with the relevant Employees:
 - I) the introduction of the change; and
 - II) the effect the change is likely to have on the Employees; and
 - III) measures the AFP is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant Employees:
 - I) all relevant information about the change including the nature of the change proposed; and
 - II) information about the expected effects of the change on the Employees; and
 - III) any other matters likely to affect the Employees.
- (9) However, the AFP is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (10) The AFP will give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (11) If a term in this Agreement provides for a major change to programs, the organisation, the structure or technology in relation to the enterprise of the AFP, the requirements set out in sub – section (2), (3) and (5) are taken not to apply.
- (12) In this term, a major change is likely to have a significant effect on Employees if it results in:
- (a) the termination of the employment of Employees;
 - (b) major change to the composition, operation or size of the AFP’s workforce or to the skills required of Employees;
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (d) the alteration of hours of work;
 - (e) the need to retrain Employees;
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.
- (13) In this term, relevant Employees means Employees who may be affected by the major change.

69 VARIATION TO AGREEMENT

- (1) The parties to this Agreement acknowledge that this Agreement can be varied by the consent of the parties at any time during the currency of the Agreement, provided that the requirements of Part 2-4, Division 7, of the *Fair Work Act 2009* are met.

70 DISPUTE RESOLUTION

- (1) For the purpose of preventing and settling disputes arising from this Agreement, the dispute resolution procedures specified below will be followed.
- (2) Wherever possible, disputes will be resolved between the relevant Supervisor and the Employee.
- (3) For the purpose of this section, a party to a dispute means the AFP or an individual Employee or a group of Employees bound by this Agreement. A party to a dispute may appoint another person, organisation or association to accompany or represent them in relation to a dispute.
- (4) Nothing contained in this section will prevent the AFP or Employees (or, where they choose, their representative/s) from entering into negotiations at any level if it seems likely to assist in the resolution of a dispute. Where the AFP or an Employee (or where they choose, their representatives) initiate a negotiation process, then they must advise the other parties involved in the dispute.

Step One

- (5) If a workplace dispute occurs the Employee or Employees concerned (and, where they choose, their representatives) should raise the matter with the appropriate Supervisor. The Supervisor will have the responsibility and the authority to investigate and resolve the matter by reference to this Agreement and any other relevant information and will normally respond to the Employee or Employees within 14 days of receiving notification of the dispute.

Step Two

- (6) If the dispute is not resolved at the Supervisor level it may be referred to an Executive Level or a Senior Executive AFP Employee who has functional or office responsibility for the Employee or Employees. An Executive Level or Senior Executive AFP Employee will then have the responsibility and the authority to investigate and resolve the matter. The relevant Executive Level or Senior Executive AFP Employee will normally respond to the Employee or Employees within 14 days of receiving notice of the dispute.

Step Three

- (7) If the dispute is not able to be resolved within the business area by step one or step two it will be referred to Employee Relations and may be referred to the National Manager Human Resources for resolution.

Step Four

- (8) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
- (9) Fair Work Australia may deal with the dispute in two stages:
- (a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - I) arbitrate the dispute; and
 - II) make a determination that is binding on the parties.
- Note* If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act.
- (10) A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act. Therefore, an appeal may be made against the decision.
- (c) While the parties are trying to resolve the dispute using the procedures in this term:
 - I) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - II) an Employee must comply with a direction given by the AFP to perform other available work at the same workplace, or at another workplace, unless:
 - a. the work is not safe; or
 - b. applicable occupational health and safety legislation would not permit the work to be performed; or
 - c. the work is not appropriate for the Employee to perform; or
 - d. there are other reasonable grounds for the Employee to refuse to comply with the direction.
- (11) The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this section.

71 NO EXTRA CLAIMS

- (1) The Employees agree that they will not pursue any further claims against the AFP in respect of their employment during the nominal period of this Agreement.

72 TRANSITIONAL PROVISIONS

- (1) In this section, the “Collective Agreement” means the *Australian Federal Police Collective Agreement 2007 – 2011*.

Australian Workplace Agreements

- (2) Where an Employee was subject to an Australian Workplace Agreement in accordance with the former *Workplace Relations Act 1996*, and the Employee's existing salary and any applicable allowances (however described) is greater than the maximum Increment Point for the Salary Band applicable to the Employee on the date this Agreement comes into effect, the Employee's existing salary and any applicable allowances (however described) will be frozen on the date this Agreement comes into effect until the amount payable in Attachment A for the Increment Point for the Salary Band incorporates the aggregate of the Employee's Base Salary and any applicable allowances (however described) as a result of Base Salary increases over the life of this Agreement.
- (3) Nothing in this transitional provision prevents an Employee seeking additional remuneration in accordance with section 41.

Employees on Supplementary Contracts

- (4) Any supplementary contracts negotiated under section 23 of the *Australian Federal Police Act 1979* will terminate from the date of the approval of this Agreement.
- (5) Nothing in this transitional provision prevents an Employee seeking additional remuneration in accordance with section 41.

Higher Duties

- (6) Where an Employee is performing higher duties at the commencement of this Agreement, the period of the higher duties continuously performed immediately prior to the commencement of this Agreement is taken into account for the purposes of section 33.
- (7) Any period of higher duties performed from the commencement of this Agreement will be taken into account for the purposes of calculating the aggregate period of higher duties in sub-section 33(1)(b).
- (8) Where an Employee is performing higher duties at the Executive Level (former band 9 level) at the commencement of this Agreement, the Employee will either:
 - (a) translate to the Higher Duties Allowance calculated from the salary listed at "The Commencement of this Agreement" as provided in section 33(7)(d) of this Agreement; or
 - (b) where the Higher Duties Allowance under the Collective Agreement received by the Employee is higher than the Higher Duties Allowance calculated from the salary listed at "The Commencement of this Agreement" as provided in section 33(7)(d) of this Agreement, the amount the Employee's Higher Duties Allowance is calculated from will be frozen on the date this Agreement comes into effect until:
 - I) the Employee ceases to continuously perform higher duties at that level; or
 - II) the higher duties at Executive Level payable under section 33(7)(d) of this Agreement exceeds the amount frozen after which time the provisions of this Agreement will apply.

- (9) Nothing in this transitional provision prevents an Employee seeking additional remuneration in accordance with section 41.

Working Patterns in the Collective Agreement

- (10) The following will apply in relation to the working patterns as defined in the Collective Agreement:
- (c) the averaging period for the Operations and Support working pattern continues until the date this Agreement comes into effect and is deemed to have ended on a pro rata basis at midnight on the day immediately preceding the date this Agreement comes into effect;
 - (d) subject to the next sub-section, any hours worked in accordance with the Operations working pattern prior to the commencement of this Agreement will not be taken into consideration for the purposes of the penalties accrued in the Operations working pattern;
 - (e) any consecutive working days in the Operations working pattern worked immediately prior to the commencement of this Agreement count towards the provisions in section 19(11)(d);
 - (f) where, at the conclusion of the final averaging period for the Operations working pattern under the Collective Agreement, an Employee has accrued more than the required hours for the averaging period on a pro rata basis, (and those accrued hours have not already been paid as overtime), the hours in credit will be paid at the Overtime Rate;
 - (g) where, at the conclusion of the final averaging period for the Operations working pattern under the Collective Agreement, an Employee has not worked an average of 40 hours per week on a pro rata basis, the hours in debit are deemed to have been worked;
 - (h) a Roster Period that commenced under the Rostered Operations working pattern is deemed to be continuous with a Roster Period under this Agreement; and
 - (i) flex debits or credits, to a maximum of 16 hours, an Employee in the Support working pattern has accrued under the Collective Agreement will carry over into the first Six Calendar Month Averaging Period in this Agreement.
- (11) Where the Commissioner makes a determination in accordance with section 12(5) of this Agreement, the following will apply:
- (a) where an Employee did not have an entitlement to a base composite under the Collective Agreement but, as a result of the determination, has an entitlement to a Core Composite under this Agreement, the Employee will receive the Core Composite from the date this Agreement comes into effect; or
 - (b) where an Employee received a base composite under the Collective Agreement immediately before the commencement of this Agreement and has no entitlement to a Core Composite under this Agreement, the Employee will, nevertheless, receive a Core Composite for two months from the date this Agreement comes into effect and is expected to work in accordance with the working pattern that the composite is paying for; or

- (c) where an Employee received a High Volume Composite under the Collective Agreement immediately before the commencement of this Agreement and has no entitlement to a High Volume Composite under this Agreement, the Employee will, nevertheless, receive a High Volume Composite for two months from the date this Agreement comes into effect. As this High Volume composite compensates for additional hours, an Employee will be expected to work these additional hours during that time.

Mandatory Rest Days

- (12) In the event this Agreement does not come into effect on 1 April 2012 a Mandatory Rest Day will be credited on 1 April 2012 in accordance with clause 36 of the Collective Agreement.
- (13) If the Agreement comes in after or on 1 April 2012, but before 1 September, Employees will be credited with another Mandatory Rest Day on the date the Agreement comes in and both these days need to be utilised before 1 September 2012.
- (14) In the event this Agreement comes into effect after 1 March 2012 but before 1 April 2012, Employees will be credited with two Mandatory Rest Days, on the day the Agreement comes into effect, to be used before 1 September 2012.

Personal/Carer's Leave

- (15) Personal leave without certificate will remain as per the Collective Agreement until 1 July 2012. At this time, the conditions of this Agreement will apply.

Policing Advancement Arrangements

- (16) At the commencement of this Agreement where an Employee has:
- (a) 10 years experience as a police officer with the AFP; and
 - (b) is pay point 4.5; and
 - (c) is currently undertaking or has completed an inter-jurisdictional deployment of at least two years to Sydney or Canberra, in accordance with the Collective Agreement,

they will advance to a band 5.2 on their anniversary date of the Employee's last advancement or their engagement.

Management Initiated Transfers

- (17) Where an Employee was subject to a "management initiated transfer" under clause 19.3 of the Collective Agreement, and the role to which that Employee was transferred is not determined as a role that is required to work in accordance with the Operations or Rostered Operations working pattern in accordance with sub-section 12(4) of this Agreement, the effect of this Agreement prevails and the Employee is no longer entitled to retain their previous base composite allowance.

Redundancy Provisions

- (18) The redundancy provisions in the Collective Agreement will apply to the exclusion of the terms in this Agreement to Employees in the following categories:
- (a) Employees within the Aviation portfolio subject to *“Project Macer”* and *“Project Guild”* who have been advised by the Commissioner that their role is potentially excess, notwithstanding that this advice may occur after the commencement of this Agreement; and
 - (b) any Employee who, prior to the commencement of this Agreement, has been advised by the Commissioner that their role is potentially excess.

Attachment A – Salary rates



AFP

AUSTRALIAN FEDERAL POLICE





Attachment A – Salary rates

	Pay Point	4%	3%	3.5%	3%
AFP Band 1	1.1	\$42,962	\$44,251	\$45,800	\$47,174
	1.2	\$44,476	\$45,810	\$47,413	\$48,836
	1.3	\$46,097	\$47,480	\$49,142	\$50,616
	1.4	\$47,719	\$49,151	\$50,871	\$52,397
AFP Band 2	2.1	\$47,719	\$49,151	\$50,871	\$52,397
	2.2	\$49,566	\$51,053	\$52,840	\$54,425
	2.3	\$51,362	\$52,903	\$54,755	\$56,398
	2.4	\$53,294	\$54,893	\$56,814	\$58,518
	2.5	\$55,441	\$57,105	\$59,103	\$60,876
AFP Band 3	3.1	\$55,441	\$57,105	\$59,103	\$60,876
	3.2	\$57,695	\$59,426	\$61,506	\$63,351
	3.3	\$59,950	\$61,748	\$63,909	\$65,827
	3.4	\$62,342	\$64,212	\$66,459	\$68,453
	3.5	\$64,730	\$66,671	\$69,005	\$71,075
AFP Band 4	4.1	\$64,730	\$66,671	\$69,005	\$71,075
	4.2	\$67,371	\$69,392	\$71,821	\$73,976
	4.3	\$70,009	\$72,109	\$74,633	\$76,872
	4.4	\$72,930	\$75,118	\$77,747	\$80,079
	4.5	\$76,095	\$78,378	\$81,121	\$83,554
AFP Band 5	5.1	\$76,095	\$78,378	\$81,121	\$83,554
	5.2	\$79,269	\$81,647	\$84,505	\$87,040
	5.3	\$82,436	\$84,909	\$87,880	\$90,517
AFP Band 6	6.1	\$82,436	\$84,909	\$87,880	\$90,517
	6.2	\$86,695	\$89,296	\$92,422	\$95,194
	6.3	\$90,953	\$93,682	\$96,961	\$99,869
AFP Band 7	7.1	\$90,953	\$93,682	\$96,961	\$99,869
	7.2	\$94,184	\$97,010	\$100,405	\$103,418
	7.3	\$97,414	\$100,336	\$103,848	\$106,963
AFP Band 8	8.1	\$97,414	\$100,336	\$103,848	\$106,963
	8.2	\$101,722	\$104,774	\$108,441	\$111,694
	8.3	\$106,033	\$109,214	\$113,037	\$116,428

Attachment B – Broadbands and Advancement Arrangements



AFP

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Attachment B – Broadbands and Advancement Arrangements

73 POLICING ADVANCEMENT ARRANGEMENTS

Scope

- (1) The AFP Policing Broadband is limited to roles undertaken by AFP members (sworn police officers) who are performing a restricted policing role.

Team Member/Constable Broadband 2 – 5

- (2) The broadband for Team Member/Constable policing roles spans Band 2 through to Band 5 of the AFP Classification structure. The barriers separating the classifications within the Policing broadband are as follows:
 - (a) AFP Band 2 to AFP Band 3 Soft Barrier
 - (b) AFP Band 3 to AFP Band 4 Firm Barrier
 - (c) AFP Band 4 to AFP Band 5 Firm Barrier
- (3) This broadband is not subject to job availability.

Advancement within AFP Band 2

- (4) Employees joining the AFP as new police recruits will commence their career on pay point 2.3 until the successful completion of the initial training program. On graduating from the recruit training program Employees will move to pay point 2.4 and will remain on this point until the successful completion of their AFP workbook requirements and after a minimum period of 12 months.

Advancement from AFP Band 2 to AFP Band 3

- (5) Prior to concluding their probation period, new Employees will undertake a skills assessment to ensure that they have achieved the level of skill and knowledge required to execute police powers in a competent and efficient manner. Team member advancement from 2.4 to pay point 3.1 will take place when all assessments and other relevant requirements are successfully completed.

Advancement from AFP Band 3 to AFP Band 4

- (6) Team member advancement from pay point 3.5 to 4.2 will occur when the team member has satisfactorily completed a capability/behavioural assessment.
- (7) The capability/behavioural assessment will enable the Employee to identify the strengths and weaknesses that may be occurring in their development in the role. This information will also assist the team member and the team leader to identify appropriate future development choices.

Advancement from AFP Band 4 to AFP Band 5

- (8) Team member advancement from pay point 4.5 to 5.2 will occur on the anniversary date of the Employee's last advancement or their engagement where the Employee:
- (a) has 12 or more years of policing experience which may include experience from a policing organisation other than the AFP and has completed assigned duties in a restricted policing role in two or more of the following areas for a minimum of two years per assignment:
 - I) Outcome 1 – Investigations or General Duties;
 - II) Outcome 2 – ACT Policing;
 - III) Learning and Development;
 - IV) Professional Standards;
 - V) IDG (inclusive of a long term overseas deployment);
 - VI) any other role identified by the Commissioner over the life of the agreement; or
 - (b) has 12 or more years of policing experience which may include experience from a policing organisation other than the AFP; and
 - I) attainment of Detective Designation; and
 - II) has completed one assignment as listed in sub-section (a), or
 - (c) the Employee has 15 or more years of policing experience which may include experience from a policing organisation other than the AFP.
- (9) For the purposes of this section, a long term overseas deployment means a deployment in a role designated as mission service and must be for a minimum duration of 40 weeks.
- (10) An Employee may advance, subject to meeting the relevant criteria, after commencement of this Agreement on their next anniversary date or engagement.

Team Leader Broadband 6 – 7

- (11) The broadband for Team Leader/Sergeant policing roles spans Band 6 through to Band 7 of the AFP Classification structure. The barrier separating Band 6 and Band 7 classification is a firm barrier.
- (12) This broadband is not subject to job availability.

Advancement from AFP Band 6 to AFP Band 7

- (13) Team Leader advancement from pay point 6.3 to pay point 7.2 will occur when the Team Leader has satisfactorily completed a capability/behavioural assessment.

74 POLICE TECHNICAL TEAM ADVANCEMENT ARRANGEMENT

Scope

- (1) The AFP Police Technical Team (PTT) Broadband is limited to PTT operational roles only.

PTT Broadband 3 – 6

- (2) The broadband for PTT Operational roles spans Bands 3 through to Band 6 of the AFP Classification structure. The barriers separating the classifications within the PTT broadband are as follows:
- (a) AFP Band 3 to AFP Band 4 Soft Barrier
 - (b) AFP Band 4 to AFP Band 5 Firm Barrier
 - (c) AFP Band 5 to AFP Band 6 Firm Barrier
- (3) This broadband is not subject to job availability.

Advancement from AFP Band 3 to AFP Band 4

- (4) Pay point advancement across AFP Band 3 to AFP Band 4 will take place by annual salary increments in accordance with sub-section 22 (4) of this Agreement.

Advancement from AFP Band 4 to AFP Band 5

- (5) PTT advancement to AFP Band 5 will occur after the Employee has progressed to the Band 4 classification level and has performed in a PTT operational role for a minimum of three years and the Employee has successfully completed the requirements of:
- (a) evidence guides; and
 - (b) capability/behavioural assessments; and
 - (c) written tests.
- (6) Salary upon advancement to an AFP Band 5 pay point will be determined in accordance with sub-section 22 (4) of this Agreement.

Advancement from AFP Band 5 to AFP Band 6

- (7) PTT advancement to AFP Band 6 will occur after the Employee has performed in a PTT operational role at the Band 5 classification for a minimum of two years and the Employee has successfully completed the requirements of:
- (a) evidence guides;
 - (b) capability/behavioural assessments; and
 - (c) written tests.
- (8) Salary upon advancement to an AFP Band 6 pay point will be determined in accordance with sub-section 22 (4) of this Agreement.

75 FORENSIC AND DATA CENTRES ADVANCEMENT ARRANGEMENTS

Scope

- (1) The Forensic Services broadband is limited to Forensic Services Scientific Officer (FSSO) roles undertaken by Employees engaged in the Forensic and Technical business area.

Forensic Broadband 3 – 6

- (2) The broadband for FSSO roles spans Band 3 through to Band 6 of the AFP Classification structure. The barriers separating the classifications within the broadband are as follows:
 - (a) AFP Band 3 to AFP Band 4 Firm Barrier
 - (b) AFP Band 4 to AFP Band 5 Soft Barrier
 - (c) AFP Band 5 to AFP Band 6 Firm Barrier
- (3) This broadband is not subject to job availability.

Advancement from AFP Band 3 to AFP Band 4

- (4) An Employee may apply to advance to AFP Band 4 at any time after reaching AFP Band 3 pay point 3. Advancement to AFP Band 4 will occur when the FSSO has successfully completed the requirements of:
 - (a) capability/behavioural assessment; and
 - (b) the relevant Training and Advancement Workbook.
- (5) The outcome of the capability/behavioural assessment may be retained for a period up to 12 months while the Employee completes their training and workbook.

Advancement from AFP Band 4 to AFP Band 5

- (6) Pay point advancement across AFP Band 4 to AFP Band 5 will take place by annual salary increments in accordance with sub-section 22(4) of this Agreement.

Advancement to AFP Band 6

- (7) An Employee may apply to advance to AFP Band 6 at any time after reaching AFP Band 4 pay point 4. Advancement to AFP Band 6 will occur when the FSSO has successfully completed the requirements of:
 - (a) capability/behavioural assessment; and
 - (b) the relevant Training and Advancement Workbook.
- (8) The outcome of the capability/behavioural assessment may be retained for a period up to 12 months while the Employee completes their training and workbook.

76 LEGAL OFFICER ADVANCEMENT ARRANGEMENTS

Scope

- (1) The AFP Legal Officer broadband is limited to Legal Officer roles undertaken by Employees engaged in the Legal Services portfolio.

Legal Officer Broadband 3 – 8

- (2) The broadband for Legal Officers spans Bands 3 through to Band 8 of the AFP Classification Structure. The barriers separating the classifications within the broadband are as follows:
 - (a) AFP Band 3 to AFP Band 4 Firm Barrier
 - (b) AFP Band 4 to AFP Band 5 Soft Barrier
 - (c) AFP Band 5 through to AFP Band 8 Firm Barrier
- (3) This broadband is not subject to job availability.

Advancement from Band 3 to Band 4

- (4) A minimum of 12 months experience at Band 3 level;
- (5) A current Performance Development Agreement (PDA) and satisfactory progress towards objectives; and
- (6) Demonstrated knowledge and behavioural expectations relevant to the legal officer role at Band 4 level.

Accelerated advancement within Band 4 to pay point 5

- (7) A minimum of 12 months experience at Band 4 level;
- (8) A current PDA and satisfactory progress towards objectives; and
- (9) Demonstrated knowledge and behavioural expectations.

Advancement from Band 4.5 to Band 6

- (10) A minimum of 12 months experience at Band 4.5 level;
- (11) A current PDA and satisfactory progress towards objectives; and
- (12) Demonstrated knowledge and behavioural expectations relevant to the legal officer role at Band 6 level.
- (13) If a legal officer does not advance from Band 4.5 to Band 6 (in accordance with advancement criteria):
 - (a) Advancement across Band 4 to Band 5 will take place by annual salary increments in accordance with sub-section 22(4) of this Agreement.

Advancement from Band 6 to Band 7

- (14) A minimum of 12 months experience at Band 6 level;

- (15) A current PDA and satisfactory progress towards objectives; and
- (16) Demonstrated knowledge and behavioural expectations relevant to the legal officer role at Band 7 level.

Advancement from Band 7 to Band 8

- (17) A minimum of 12 months experience at Band 7 level;
- (18) A current PDA and satisfactory progress towards objectives; and
- (19) Demonstrated knowledge and behavioural expectations relevant to the legal officer role at Band 8 level.

77 PSO ADVANCEMENT ARRANGEMENTS

Scope

- (1) The AFP Protective Service Officer (PSO) Broadband is limited to Protective Service Officer 1 roles.

PSO Broadband 2 – 3

- (2) The broadband for PSO 1 Employees spans Band 2 through to Band 3 of the AFP Classification structure. The barrier separating the classifications within the PSO broadband is a firm barrier.
- (3) This broadband is not subject to job availability.

Advancement from AFP Band 2 to AFP Band 3

- (4) Advancement from pay point 2.5 to 3.2 will occur when the PSO has satisfactorily completed a capability/behavioural assessment.

78 INTELLIGENCE ANALYST ADVANCEMENT ARRANGEMENTS

Scope

- (1) The AFP Intelligence Analyst Broadband is limited to Band 6 and Band 7 Intelligence Analyst roles within the portfolio of the National Manager Intelligence.

Intelligence Analyst Broadband 6 – 7

- (2) The broadband for Intelligence Analyst roles spans Band 6 through to Band 7 of the AFP Classification structure. The barrier separating the classifications within the broadband is a firm barrier.
- (3) This broadband is not subject to job availability.

Advancement from AFP Band 6 to AFP Band 7

- (4) Intelligence Analyst advancement from pay point 6.3 to pay point 7.2 will occur when the Employee has satisfactorily completed a capability/behavioural assessment.

Attachment C – Roles designated as Operations or Rostered Operations



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Attachment C – Roles designated as Operations or Rostered Operations

- (1) Roles assigned the working pattern of either Operations, Rostered Operations or Operations High are included in this Attachment. All roles that are clerical and administrative (including but not limited to Project Officers, Policy Officers and Administrative Assistants) within teams included in this Attachment are assigned a Support Working pattern.
- (2) All Roles not listed in this Attachment are assigned a Support Working Pattern, as detailed in section 21 of the AFP Enterprise Agreement 2012–2016.

Function	Area	Description	Role	Working pattern
Aviation	Operations	Crime Prevention and Liaison Teams	Team Leader and Member	Operations
		Airport Uniformed Operations Policing	OIC	Operations
		National HQ BAO Team	Team Leader and Member	Operations
		ASO Program	Team Leader and Member	Rostered Operations
		Airport Uniform Operations Policing	Team Leader and Member	Rostered Operations
		Counter Terrorist First Response Teams	Team Leader and Member	Rostered Operations
		Joint Airport Investigations Team	Team Leader and Member	Operations
		Canine Kennel Attendants	Team Member	Rostered Operations
		Canine Handlers Airport	Team Leader and Member	Rostered Operations
		Incident Preparedness Team	Team Leader and Member	Operations
		Operation and Prosecution Delivery	Team Leader and Member	Rostered Operations
Forensic and Data Centres	Forensic Operations	Computer Forensics	Team Leader and Member	Operations
		Crime Scenes ACT	Team Leader and Member	Rostered Operations
		Crime Scenes Regional Offices	Team Leader and Member	Operations
		Fingerprints	Team Leader and Member	Rostered Operations
		ID Fingerprints Capability	Team Leader and Member	Rostered Operations
		Firearms Identification and Armoury Team	Team Leader and Member	Operations
Counter Terrorism	Counter Terrorism Domestic	Counter Terrorism Operations Teams – All Locations	Team Leader and Member	Operations
		Domestic Operations	Team Leader and Member	Operations
		Community Liaison Teams	Team Leader and Member	Operations
		Terrorism Financing Investigations Unit Team	Team Leader and Member	Operations
	Counter Terrorism International	International Operations	Team Leader and Member	Operations

Function	Area	Description	Role	Working pattern
Crime Operations	Operations	Christmas Island Operations Teams	Team Leader and Member	Operations
		Christmas Island People Smuggling teams	Team Leader and Member	Operations
		People Smuggling Operations Teams	Team Leader and Member	Operations
	Crime Operations	Crime Operations Teams – All Locations	Team Leader and Member	Operations
		Drug Operations	Team Leader and Member	Operations
		Fraud Operations	Team Leader and Member	Operations
	Special References	Human Trafficking Team	Team Leader and Member	Operations
		Identity Security Strike Team	Team Leader and Member	Operations
		Special References	Team Leader and Member	Operations
		Head Office Investigations	Team Leader and Member	Operations
Serious and Organised Crime	International	International Operations and Intelligence Support Monitoring and Reporting Team	Team Leader and Member	Operations
		International Law Enforcement Team	Team Leader and Member	Operations
		Pacific Transnational Crime Network Program	Team Leader and Member	Operations
		Visits and Events Team	Team Leader and Member	Operations
	Serious and Organised Crime	Serious and Organised Crime Operational Teams – All Locations	Team Leader and Member	Operations
		Serious and Organised Crime Taskforce Teams	Team Leader and Member	Operations
	Criminal Assets	Criminal Assets Confiscation Taskforce Teams	Team Leader and Member	Operations
		Money Laundering – Short Term Investigations	Team Leader and Member	Operations
Intelligence	Intelligence Services	Vault Teams – All Locations	Team Leader and Member	Operations
		Aviation Intelligence JAIG Teams	Team Leader and Member	Operations
	Operations Intelligence	Counter Terrorism Intelligence Teams	Team Leader and Member	Operations
		Transnational Intelligence Operations	Team Leader and Member	Operations
		Human Source Controllers, Undercover Operations and Operatives	Team Leader and Member	Operations
		High Tech Crime Intelligence Teams	Team Leader and Member	Operations
		IDG Intelligence Teams	Team Leader and Member	Operations
		People Smuggling Teams	Team Leader and Member	Operations
		Operations Intelligence Teams – Regional Locations	Team Leader and Member	Operations

Function	Area	Description	Role	Working pattern
High Tech Crime Operations	Cyber Crime Operations	Child Protection Operations Teams – All Locations	Team Leader and Member	Operations
		Child Protection Operations Evaluation Teams	Team Leader and Member	Operations
		Child Protection Operations Victim Identification Team	Team Leader and Member	Operations
		Crime Prevention Teams	Team Leader and Member	Operations
		Cyber Security Operations Centre	Team Leader and Member	Operations
		Cybercrime Teams	Team Leader and Member	Operations
		Internet Policing Team	Team Leader and Member	Operations
	Collect and Capabilities	Innovations Team	Team Leader and Member	Operations
		Aerial Operations	Team Leader and Member	High Operations
		Police Technical Teams – All Locations	Team Leader and Member	High Operations
		Field Operations Team	Team Leader and Member	High Operations
		Standards and Logistics	Team Leader and Member	Operations
		Surveillance Teams	Senior Team Leader	Operations
		Surveillance Teams	Team Leader and Member	High Operations
		Telecommunications Interception Division	OIC	Operations
		Telecommunications Interception Division – Monitors	Team Leader and Member	Rostered Operations
		Telecommunications Interception Division – Evidence Preparation	Team Leader	Operations
		Interception Management Team	Team Member	Rostered Operations
		Data Exploitation Team	Team Leader and Member	Operations
Acquisitions and Analysis Team	Team Leader and Member	Operations		
Operations	AOCC	Watch floor Operations	Team Leader and Member	Rostered Operations
	Corporate Communications	CMM Media Operations	Team Leader and Member	Operations
		Corporate Communications Production Team	Team Leader and Member	Operations
	Security	Regional Security Officer Network	Team Leader and Member	Operations
		Security Investigations Team	Team Leader and Member	Operations
Security Intelligence Team		Team Leader and Member	Operations	
ICT	ICT Infrastructure	Level 1 Support	Team Leader and Member	Operations

Function	Area	Description	Role	Working pattern
Protection	Uniform Protection	Official Establishments (Kirribilli House, Government House, Admiralty House and The Lodge)	Team Leader and Member	Rostered Operations
		Diplomatic Protection Units	Team Leader and Member	Rostered Operations
		Parliament House	Team Leader and Member	Rostered Operations
		ANSTO	Team Leader and Member	Rostered Operations
		Defence	Team Leader and Member	Rostered Operations
		DFAT	Team Leader and Member	Rostered Operations
		High Court	Team Leader and Member	Rostered Operations
		Official Establishments (Kirribilli House, Government House, Admiralty House and The Lodge)	OIC	Operations
		Diplomatic Protection Units	OIC	Operations
		Parliament House	OIC	Operations
		ANSTO	OIC	Operations
		Defence	OIC	Operations
		DFAT	OIC	Operations
	Close Protection	National Coordination Team	Team Leader and Member	Operations
		Australian Dignitary Protection	Team Leader and Member	Operations High
		Foreign Dignitary Protection	Team Leader and Member	Operations High
		Special Events Team	Team Leader and Member	Operations
		Witness Protection Teams	Team Leader and Member	Operations High
		Protection Liaison Teams	Team Leader and Member	Operations
Witness Protection Coordination Team		Team Leader and Member	Operations	
Operations Management	Senior Team Leader	Operations		
CFO	Business Services	Criminal Records Response Team	Team Leader and Member	Operations
Human Resources	Professional Standards	Professional Standards Investigations	Team Leader and Member	Operations

Function	Area	Description	Role	Working pattern
International Deployment Group	Operations and Missions	External Territories	Team Leader and Member	Rostered Operations
		Northern Territory Child Abuse Taskforce	Team Leader and Member	Operations
	Operations	Air Support Teams	Team Leader and Member	Operations
		Marksman Response Team	Team Leader and Member	Operations
		Stability Response Teams	Team Leader and Member	Operations
		Tactical Response Teams	Team Leader and Member	Operations
		Operational Response Unit Teams	Team Leader and Member	Operations
Short Term Operations Response Team	Team Leader and Member	Operations		
ACT Policing	ACT Response	ACT Station OIC's	OIC	Operations
		ACT Patrol Teams	Team Leader and Member	Rostered Operations
		Traffic Operations OIC	OIC	Operations
		Traffic Operations Mobile Teams	Team Leader and Member	Rostered Operations
		Accident Investigation Teams	Team Leader and Member	Rostered Operations
		Road Safety Operations Team	Team Leader and Member	Rostered Operations
		Emergency Management and Planning Teams	Team Leader and Member	Operations
		ACT Police Operations OIC	OIC	Operations
		ACT Police Operations	Team Leader and Member	Rostered Operations
		Communications Switchboard Operators	Team Leader and Member	Rostered Operations
		Operations Coordination Teams	Team Leader and Member	Operations
		Employee Welfare	Team Leader and member	Operations
	ACT Crime	Judicial Operations OIC	OIC	Operations
		ACT Watch House	Team Leader and Member	Rostered Operations
		Service and Process Team	Team Leader and Member	Operations
		Coroners Office	Team Leader and Member	Operations
		Specialist Response and Security OIC	OIC	Operations
		Tactical Response Teams	Team Leader and Member	Rostered Operations
		Dog Team	Team Leader and Member	Rostered Operations
		Bomb Team	Team Leader and Member	Rostered Operations
Water Police	Team Leader and Member	Rostered Operations		
Intelligence OIC	OIC	Operations		

Function	Area	Description	Role	Working pattern
ACT Policing (cont)	ACT Crime (cont)	Surveillance Teams	Team Leader and Member	Operations
		Liaison and Reporting Team	Team Leader and Member	Operations
		Target Development	Team Leader and Member	Operations
		Referral Coordination Team	Team Leader and Member	Operations
		Source Management Team	Team Leader and Member	Operations
		Analyst Group	Team Leader and Member	Operations
		Crime Targeting and District Intel	Team Leader and Member	Operations
		Investigative Intelligence	Team Leader and Member	Operations
		Crime Prevention Operations OIC	OIC	Operations
		Alcohol Crime Targeting Team	Team Leader and Member	Rostered Operations
		Mental Health Intervention Team	Team Leader and Member	Operations
		Suburban Policing Strategy	Team Leader and Member	Operations
		Victims of Crime Team	Team Leader and Member	Operations
		Community and Business Liaison Teams	Team Leader and Member	Operations
		Youth Liaison Team	Team Leader and Member	Operations
		Crime Manager Response	OIC	Operations
		Crime Manager Targeting	OIC	Operations
		Child Abuse Team	Team Leader and Member	Rostered Operations
		Sexual Assault Reform Program Team	Team Leader and Member	Rostered Operations
		Homicide Team	Team Leader and Member	Rostered Operations
		Criminal Investigations Response Teams	Team Leader and Member	Rostered Operations
		Adult Sexual Assault Team	Team Leader and Member	Rostered Operations
		Child Sex Offender Registry Team	Team Leader and Member	Rostered Operations
		Criminal Assets Investigation Team	Team Leader and Member	Rostered Operations
		Fraud Teams	Team Leader and Member	Rostered Operations
		Drug Investigation Teams	Team Leader and Member	Rostered Operations
		Crime Targeting Teams	Team Leader and Member	Rostered Operations
		Organised Crime and Counter Terrorism Investigations	Team Leader and Member	Rostered Operations
	Community Policing Liaison Officer	Team Leader	Operations	
	ACT Services	Exhibit Management Centre OIC	OIC	Operations
		Media and Public Relations Teams	Team Leader and Member	Operations

Attachment D – Fixed Term Mobility Roles



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AUSTRALIAN FEDERAL POLICE ACT 1959
REGULATIONS UNDER SUB-SECTION 10(1)

Attachment D – Fixed Term Mobility Roles

- (1) Roles and teams identified in Attachment D are the roles and teams that are subject to section 15 of the Australian Federal Police Enterprise Agreement 2012–2016.
- (2) The Commissioner may, from time to time, determine that any role required to work in accordance with Support working pattern is a role that requires a Police Officer or Protective Service Officer to apply contemporary skills, knowledge and experience as an inherent requirement of the role.
- (3) Employees who are subject to this attachment are, in accordance with section 19 of the Australian Federal Police Enterprise Agreement 2012–2016, deemed to be performing duties in accordance with the Operations working pattern and all of the requirements and conditions of that working pattern apply to those Employees.

Function	Area	Description	Role
ACT Policing	ACT	Brief Management Team	Team Leader and Member
		Information Access Team	
		Traffic Representative Team	
Human Resources	Learning and Development	School of Operational Training and Protection	Team Leader and Member
		College Sergeant and Team	
		School of Investigations, International and Local Training	
		Schools of Covert Policing, Intelligence, Surveillance and Tech Support	
		School of Leadership and MOSC (incorporating Command Training)	
		Recruit Training Teams	
	Professional Standards	Adjudications Team	Team Leader
		Integrity Assurance Teams	
International Deployment Group	Australian Peace and Stability Operations Centre	Capacity Development Training	Team Leader and Member
		Pre-Deployment Training Teams	
	Operational Response Group	ORG Training Team	Team Leader and Member
Counter Terrorism	Counter Terrorism Domestic	Countering Violent Extremism Team	Team Leader and Member
		Capabilities/National Counter Terrorism Committee	
Commissioner	All	Outposted Officers	Team Leader and Member

Function	Area	Description	Role
DCO	Regional Offices	Operations Monitoring Centre	Team Leader
Aviation	Operations	National Canine Operations Centre	Team Leader and Member
Close Operations Support	AOCC	Capability Development and Planning Teams	Team Leader
Forensic and Data Centre	Business Support	Capability Development and Training Team	Team Leader and Member

To obtain further information on the AFP Enterprise Agreement 2012–2016:

- Go to the Human Resources section of the AFPHub
- Contact your local Human Resources Advisory Team
- Email your questions to Employee-Relations@afp.gov.au

