



16 February 2026

National Executive

Australian Federal Police Association

By email only

## **Enterprise Agreement Advisory Committee**

### **TERMS OF REFERENCE**

#### **1. Proposal**

The National Executive of the Australian Federal Police Association (AFPA) is to endorse the establishment, in line with rule 80(2)(i) of the *Australian Federal Police Association Branch Rules* (the 'Rules'), of an 'Enterprise Agreement Advisory Committee' (EAAC) to operate as an Advisory Executive sub-committee, for the purpose of supporting the AFPA in the lead up to bargaining for the Enterprise Agreement that will replace the 'Australian Federal Police Enterprise Agreement 2024-2027'. It is intended that the EAAC will be established as an Advisory group, capturing participants from across Commands and Working Patterns, in order to allow for representation of the broader interests and views of the membership base as the AFPA prepares to commence bargaining.

The EAAC will operate as an Advisory Executive sub-committee that engages with and communicates member views as they inform other committee members and the National Executive of member appetite towards specific bargaining and EA-related issues. Following endorsement by the National Executive it is proposed that the Terms of Reference are circulated to delegates that nominate themselves for the Committee in order for candidates to be able to understand the nature and extent of the commitment and their obligations in regard to being an appointed member of the EAAC.

Members who nominate themselves for the EAAC will be selected by the National Executive, with the purpose of capturing a diverse representation of the membership.

#### **2. Purpose of the Committee**

The EAAC will be established to develop, through regular meetings and Out of Session consultation, a proposed bargaining position (inclusive of agreed recommendations/options)

for the consideration of the National Executive that incorporates and reflects the perspectives, suggestions, and concerns of the entirety of the membership. The EAAC will:

- Provide a structured forum to consult and engage with the Delegate network, members of the National Executive and the broader membership with respect to bargaining for a new EA;
- Obtain feedback on ideas regarding claims or amendments to the EA;
- Present ideas to the National Executive for engagement with the membership on future EA negotiations; and
- Provide the necessary structured feedback for any relevant factors to be taken into account in National Executive decision-making surrounding the EA.

The EAAC will engage with the feedback from the membership gathered by the AFPA Operational Bargaining Team and feedback from work areas gathered by the members of the EAAC. The National Executive will determine key priorities for presentation to the membership, in line with membership engagement and feedback. The EAAC will separately engage with all feedback and suggestions provided by members in order to develop a proposed bargaining position for presentation to the National Executive to be utilised as a proposed roadmap for bargaining strategy throughout bargaining.

### **3. Principal Responsibilities**

The principal responsibilities of the EAAC will be to:

- Advise fellow EAAC members of issues and ideas relevant to the purposes of the group from the perspectives of their work area, and the perspectives of the members they represent;
- Engage with the membership base to gather the relevant member feedback and ideas;
- As needed, outside of EAAC meetings, to communicate the views of the membership to the Chair (or their delegate) in order to allow these to be reviewed and circulated for the consideration of the EAAC members; and
- Engage with feedback provided by the membership on proposals for the bargaining period.
- Engage with the feedback and ideas in a manner that represents the interests of the membership as a whole.

### **4. Limitations/ Scope of Committee**

With regard to the above-mentioned responsibilities, the EAAC will not be undertaking duties relating to the following:

- The EAAC will not function as a bargaining team. While feedback and ideas are encouraged, the EAAC will serve a strictly advisory function with regard to bargaining and the EA;
- The EAAC will not, post-publishing, propose amendments to the key priorities as determined and endorsed by the National Executive;
- The National Executive will retain their powers with respect to any decisions concerning the EA. While any relevant input from the EAAC will be considered, it is not a requirement that this advice be implemented by the National Executive; and

- The EAAC will not be providing advice relating to individual member matters. While the discussion of member views and ideas are encouraged, the EAAC is specifically designed to engage with, and respond to, the views of the broader membership base and not to engage with, and respond to, individual member matters.

## **5. Member Expectations**

EAAC members are expected to demonstrate a commitment to:

- Work collaboratively to achieve the EAAC's purpose and to undertake all engagement from a mindset of protection and enhancement of the conditions of our members;
- Individually engage with their work areas and be prepared to share informed perspectives with the EAAC as a whole;
- Attend EAAC meetings and deliver on any commitments in a timely manner;
- Display respect and courtesy to the views and opinions of other EAAC members;
- Represent the views and collective concerns of the broader membership;
- Continue to engage with and encourage member participation for EA-related purposes;
- Treat any information discussed in EAAC meetings with complete confidentiality;
- Declare any conflict of interest, actual, perceived, or potential to the Chair;
- Ensure that the Agenda Items are followed and any unscheduled items are not discussed at EAAC meetings, unless by consensus of the group and with agreement by the Chair;
- Follow National Executive Direction in regard to the work undertaken by the EAAC; and
- Not take part in bargaining as an independent bargainer whilst being a member of the EAAC.

Failure to adhere to any of the above expectations may result in the removal of the member from the EAAC, on a temporary or permanent basis.

## **6. Composition of the Committee**

The proposed structure of the EAAC is comprised of the following:

- President (Chair)
- Manager or Manager nominated Member of Legal and Industrial (non-voting)
- Secretariat (non-voting)
- Three Executive Members
- Five Zone Convenor/Delegates

A quorum will be achieved where at least 50% of the voting members are present.

## **7. Meetings**

Meetings will be called by notice by the EAAC Chair (or their delegate), with invitation details being emailed to the members. The frequency of the meetings will be determined by the EAAC with the ability to call Out of Session meetings if and when necessary, at the request of the Chair (or their delegate).

Members will be requested to provide their availability, and meetings will be scheduled in line with this availability as far as is possible. There is an expectation that all members will attend meetings, if individual member circumstances change it is expected that they will advise the Chair (or their delegate) of this change in circumstance to allow for a proxy or replacement to be appointed as needed, and at the discretion of the Chair.

Members will provide items that they wish to discuss in meetings to the Chair (or their delegate) at least seven days in advance (if possible) to place onto the agenda as appropriate.

EAAC members will provide additional input on specific matters as required to execute the responsibilities set out in these Terms of Reference. This input may be through conference calls, contribution to other projects, and other means, as deemed appropriate by the Chair.

The Chair may invite to meetings of the EAAC, any member/s of the AFPA (including any delegate/s not elected to the EAAC) with special knowledge or perspective of a particular issue or topic to facilitate informed discussion within the EAAC.

Members invited to attend meetings will not participate in any decision-making processes of the EAAC.

Members of the EAAC who wish to nominate a member of the AFPA to attend a meeting of the EAAC will put forward that nomination to the Chair (or their delegate) for consideration.

#### **8. Term of the Committee**

The EAAC will continue to exist until the required work reaches completion, is handed over to a new or existing body, or if the National Executive decides to disband the EAAC.

#### **9. Reporting/Communication**

The EAAC Chair (or their delegate) will report on the progress of the EAAC to the National Executive through the delivery of reports for National Executive consideration at the scheduled National Executive meetings, or Out of Session as required, within the period of the EAAC's operation.

#### **10. Decision Making**

The EAAC will endeavour to work in consensus around the decisions relating to the work undertaken, where consensus is not able to be reached the EAAC's position will be determined via simple majority vote. The National Executive will retain the final decision making power on all material created and provided by the EAAC.

#### **11. Review of the Terms of Reference**

These TOR will apply for the life of the EAAC. Review of the TOR will only occur where the EAAC identifies (via agreement of a simple majority of the voting members) a change of circumstances such that the TOR can no longer reasonably apply. Any amendments must be approved by the National Executive and recorded in writing.

## **12. Endorsement**

These terms of reference have been endorsed by the National Executive on 11 February 2026.