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**AUSTRALIAN FEDERAL POLICE
EXECUTIVE LEVEL ENTERPRISE AGREEMENT
2019 – 2021**



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PART 1 - GENERAL ARRANGEMENTS

1. Background

This Agreement is a single enterprise agreement made in accordance with section 172 of the Fair Work Act.

2. Title

This Agreement will be known as the *Australian Federal Police Executive Level Enterprise Agreement 2019 – 2021*.

3. Parties

This Agreement is between the Commissioner of the AFP (on behalf of the Commonwealth) and the Employees specified in section 5 below.

4. Dates of Operation

- (1) This Agreement comes into operation and commences seven days after the agreement is approved by the Fair Work Commission.
- (2) The Agreement will have a nominal expiry date of two years after the Commencement Date.
- (3) Nothing in this Agreement reduces the entitlement available to an Employee under the National Employment Standards.

Date of Effect of Pay Increase

- (4) An Employee may be eligible to receive a Base Salary increase at section 10(6)(a) in accordance with the Pay Scale at Attachment A on:
 - (a) the commencement date of this Agreement; or
 - (b) the date being 12 weeks after the date of the successful ballot;whichever date occurs earlier.

5. Application of the Agreement

- (1) This Agreement covers and applies to all Employees engaged under section 24 of the AFP Act who are substantive Executive Level Employees, with the exception of:
 - (a) SES Employees;
 - (b) Employees who are deployed overseas under section 40H(1) of the AFP Act, and where a determination under section 40H(2) of the AFP Act is in place (except for those Employees engaged in External Territories); or

- (c) special members of the AFP appointed under section 40E of the AFP Act, with the exception of those special members who were Employees of the AFP before being declared a special member.

6. Delegation

- (1) The Commissioner may, in writing, delegate or authorise the exercise of any of the Commissioner's powers or functions under this Agreement other than:
 - (a) under this section; or
 - (b) in relation to an Individual Flexibility Arrangement which varies an Employee's entitlements to remuneration, allowances, or leave.
- (2) Delegations made under this power are provided for in the relevant instrument of delegations.
- (3) A person exercising a delegation or authorisation under this Agreement must comply with any directions or limitations from the Commissioner.

7. Definitions

AFP means the Australian Federal Police.

AFP Act means the *Australian Federal Police Act 1979 (Cth)*.

Agreement means the *Australian Federal Police Executive Level Enterprise Agreement 2019 – 2021*.

AFP Regulations means the *Australian Federal Police Regulation 2018 (Cth)*.

Base Salary means an Employee's Base Salary and increment point determined in accordance with section 10 and does not include any allowances or additional remuneration agreed to under an Individual Flexibility Arrangement under section 36.

Casual Employee means an Employee engaged on a casual basis to perform work that is intermittent or irregular in nature.

Charter of Performance means the document created under the AFP's performance development and performance appraisal system.

Commencement Date means the date on which this Agreement comes into operation, in accordance with section 4.

Commissioner means the Commissioner of the AFP.

Defence Leave Act means *Defence Reserve Service (Protection) Act 2001 (Cth)*.

Designated Public Holiday has the meaning given in section 32.

Employee means an Employee covered by this Agreement, in accordance with section 5.

Executive Level Employee means an Employee who is engaged as an Executive Level Employee.

External Territories has the meaning given in section 2B of the *Acts Interpretation Act 1901* (Cth).

Fair Work Act means the *Fair Work Act 2009* (Cth).

Financial Year means the 12 month period from 1 July to 30 June.

Immediate Family means:

- (a) a spouse, a former spouse, de facto partner, former de facto partner, 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 person with whom the Employee has a traditional kinship by way of relationship or obligation under the customs and traditions of the community or group to which the Employee belongs.

Incremental Advancement means advancement in accordance with section 10.

Individual Flexibility Arrangement means an agreement made in accordance with section 36.

Localised Business Travel means business travel that is no more than 150km (via the most direct route) from the Employee's primary work location.

Long Service Leave Act means the *Long Service Leave (Commonwealth Employees) Act 1976* (Cth).

Maternity Leave Act means the *Maternity Leave (Commonwealth Employees) Act 1973* (Cth).

Part-time Employee means an Employee, who is not a Casual Employee, who has an approved regular working pattern of less than 40 hours per week.

Pay Scale means the rates of pay specified in Attachment A to this Agreement.

Satisfactory Evidence means a certificate from a registered health practitioner for the purposes of Personal/Carer's Leave (excluding non-medical unexpected emergencies).

SES Employee means an Employee declared as a Senior Executive AFP Employee under section 25 of the AFP Act.

Supervisor means a person who carries the responsibility for the supervision of one or more Employees, including the monitoring of attendance and performance.

Working Day means a day on which the Employee is ordinarily expected to perform work.

PART 2 - ATTENDANCE

8. Hours of Duty and Flexible Working Arrangements

- (1) An Employee will adopt a working pattern that meets the demands of the position occupied and which is consistent with the attainment of business objectives established through the AFP Strategic Plan and the Employee's Charter of Performance.
- (2) The Commissioner may direct an Employee to work a specific pattern of hours when operational needs require it.
- (3) The required hours of work for an Employee will be 40 hours per week as averaged over a 12 month averaging period. The 40 hours of work per week consists of 38 ordinary hours of work, plus two additional hours, which comprise a daily paid meal break of 24 minutes.
- (4) The level of remuneration that an Employee receives reflects an expectation that the Employee may be required to work other reasonable additional hours (which may include rostered shifts and/or hours outside of normal business hours) without further remuneration.

Flexible Working Arrangements

- (5) Employees may request flexible working arrangements such as compressed hours, working from home, part-time, or job sharing to enable them to balance their work and personal lives.
- (6) The AFP is committed to supporting and promoting flexible working arrangements. The Commissioner will consider requests for flexible working arrangements in the context of the Employee's personal circumstances, operational requirements, providing fair workloads, and with the understanding that the Employee's performance should be assessed on the outcomes that are achieved, and not how many hours are worked or where.
- (7) In addition to the above, where certain circumstances outlined in the National Employment Standards apply to an Employee, that Employee can formally request flexible working arrangements because of those circumstances.

Part-time Employees and Part-time Working Arrangements

- (8) The Commissioner will approve a reasonable request from an Employee to become a Part-time Employee, or to renew the terms of a Part-time working arrangement, if a balance between the Employee's personal needs and operational requirements can be met.
- (9) Where an Employee is a Part-time Employee, remuneration and other employment conditions outlined in the Agreement will be calculated on a pro-rata basis, except Long Service Leave which will be provided in accordance with the Long Service Leave Act.
- (10) An Employee must enter into a Part-time working arrangement in order to become a Part-time Employee. The Part-time working arrangement must:

- (a) be in writing;
 - (b) apply for a specified period that is no longer than:
 - (i) 12 months for an Employee in their substantive role; or
 - (ii) the duration of the temporary assignment for an Employee who has been temporarily assigned to duties.
- (11) An Employee's hours of work agreed to under a Part-time working arrangement will not be changed without the written consent of the Employee.
- (12) An Employee's Part-time working arrangement will cease and they will revert to Full-time:
- (a) at the expiry of the specified period; or
 - (b) where the Employee has been successful in their application for promotion, or permanent or temporary transfer, when the Employee commences those new duties.
- Note:** Nothing in this paragraph prevents the Employee from initiating a new proposal at the end of the period or with respect to the new duties.
- (13) A Part-time working arrangement will apply for the duration of the specified period, unless the Commissioner and the Employee agree to terminate the Part-time working arrangement at an earlier date.

9. Casual Employment

- (1) A Casual Employee will be paid the Base Salary rate as determined by the Commissioner, consistent with the pay scale in Attachment A, plus a casual loading of 20% for each hour worked, in lieu of all forms of paid leave (except Long Service Leave) and public holidays on which the Employee is not rostered to work.
- (2) A Casual Employee's Base Salary will be varied each year in accordance with section 10. A Casual Employee will not receive any Incremental Advancement.
- (3) Only the following sections of this Agreement apply to Casual Employees:
 - (a) sections 1—7
 - (b) sections 8(1) – 8(4)
 - (c) section 9
 - (d) sections 10(1) – 10(8)
 - (e) section 14
 - (f) sections 16 – 18
 - (g) section 22

- (h) section 26
 - (i) section 27
 - (j) section 28(4)
 - (k) section 29(8)
 - (l) section 30 (unpaid only)
 - (m) section 31 (unpaid only)
 - (n) section 35(4)
 - (o) section 36
 - (p) sections 38 – 39
 - (q) Attachment A
- (4) All other sections within this Agreement do not apply to a Casual Employee.
- (5) Any additional entitlements that a Casual Employee may have by virtue of the National Employment Standards will apply in accordance with the Fair Work Act.

PART 3 – REMUNERATION PACKAGE AND RELATED BENEFITS

10. Salary

Base Salary on Commencement in an Executive Level role

- (1) Where an Employee is internally promoted to the Executive Level classification, the Employee's commencement Base Salary will be the minimum increment point in the Pay Scale at Attachment A.
- (2) Unless otherwise agreed by the Commissioner, when an Employee is engaged from outside the AFP, the minimum increment in the Pay Scale will be used as the person's commencement Base Salary.
- (3) Where an Employee is:
 - (a) engaged from outside the AFP; and
 - (b) the role they are to perform is comparable in level and responsibility to their previous external role; and
 - (c) the person's remuneration in their previous external role, exceeds the maximum increment point in the Pay Scale,the Commissioner may agree to a commencement Base Salary that is higher than the maximum increment point in the Pay Scale.
- (4) Where the Commissioner agrees to a commencement Base Salary higher than the maximum increment point in the Pay Scale via an Individual Flexibility

Arrangement,, the Employee is not entitled to any salary advancement under section 10 until the maximum increment point applicable to the person pursuant to the Pay Scale equates to, or exceeds, the Employee's commencement Base Salary as agreed pursuant to this section.

Base Salary Increases

- (5) An Employee is entitled to a Base Salary increase in accordance with the provisions of this section.
- (6) The Base Salary increases will be:
 - (a) 2% effective from the Commencement Date.
 - (b) 2% effective 12 months from the Commencement Date.
- (7) If a Base Salary increase would result in the Employee's Base Salary exceeding the maximum increment point, the Employee's Base Salary will only be increased to the maximum increment point.
- (8) Where an Employee:
 - (a) does not have a Charter of Performance at the date the Base Salary increase would otherwise take effect; or
 - (b) the Employee received a rating of underperforming (or an equivalent performance rating) in their Charter of Performance for the previous assessment period,the Employee will not receive the Base Salary increase for that year.

Incremental Advancement

- (9) Incremental Advancement within the Pay Scale will occur on 1 July annually.
- (10) An assessment period is from 1 July to 30 June each year.
- (11) To receive Incremental Advancement, an Employee is required to have:
 - (a) participated in their Charter of Performance; and
 - (b) achieve a rating of "skilled"(or an equivalent performance rating) or above for the entire 12 month assessment period.
- (12) An Employee newly promoted or engaged during an assessment period will receive Incremental Advancement where they have:
 - (a) completed at least six months over the assessment period as an Executive Level Employee (or at a higher classification), including periods of higher duties; and
 - (b) participated in a Charter of Performance and received a rating of "skilled" (or an equivalent performance rating) or above during the 12 month assessment period.
- (13) An Employee is not entitled to receive Incremental Advancement where:

- (a) the Employee has not met the criteria as detailed in this section; or
 - (b) the Employee does not have a finalised Charter of Performance at 30 June of that year; or
 - (c) the Employee received a rating of underperforming (or an equivalent performance rating) in their Charter of Performance for the entire 12 month assessment period.
- (14) If an Employee is not eligible for Incremental Advancement in accordance with the above provisions, the Employee will not be eligible for Incremental Advancement until 1 July of the following year.

11. Parking Facilities

- (1) An Employee will be provided with car parking facilities at or within a reasonable distance from their primary work location.
- (2) Where car parking facilities are not available, the Employee will receive an allowance of \$2,000 per annum, paid fortnightly on a pro-rata basis in the form of a regular taxable payroll amount.
- (3) An Employee cannot encash this entitlement.
- (4) The parking facility, whether used or paid as an allowance, will count as salary for superannuation purposes with the value of the facility set at \$2,000 per annum.

12. Fitness Allowance

- (1) An Employee will be entitled to a one off taxable payment of \$650 per Financial Year, provided that they meet the AFP Executive Level standard for fitness.
- (2) This payment will not count as salary for superannuation purposes.

13. Flexible Remuneration Packaging (Salary Packaging)

An Employee is entitled to participate in the AFP's flexible remuneration packaging arrangements.

14. Superannuation

- (1) Where the AFP is obliged to make superannuation contributions in compliance with such legislation, those contributions will be paid into a complying superannuation fund as notified by an Employee.
- (2) Where an Employee fails to nominate a complying superannuation fund, superannuation will be paid to the AFP's default fund, the Public Sector Superannuation Accumulation Plan (PSSap), unless the Employee is eligible to be a member of the Public Sector Superannuation Scheme (PSS) or the Commonwealth Superannuation Scheme (CSS), in which case the AFP will make contributions in accordance with the rules of that fund.

- (3) Where an Employee chooses an accumulation superannuation fund other than the PSSap, the employer contribution will be the same as for Employees who are ordinary employer-sponsored PSSap members.

15. Higher Duties Allowance

- (1) Where an Employee is required to perform duties at the level of an SES Employee for a period of four weeks or more (20 consecutive working days), the Employee will be paid a pro-rata allowance for the duration of the higher duties. This allowance will be equal to the difference between the Employee's Base Salary, payable immediately before commencing duties at the higher level, and the minimum Base Salary payable at the level of an SES Employee.
- (2) Where an Employee is required to perform duties at the level of an SES Employee for an aggregate of more than 20 working days in a Financial Year, the Employee will be paid a pro-rata allowance for any period of higher duties in excess of the initial 20 working days per Financial Year. In this instance, the Employee's Base Salary payable immediately before commencing those duties in excess of 20 days will be used for the calculations as outlined above.

16. Travel

General

- (1) With the exception of Localised Business Travel, the AFP will meet all approved costs associated with AFP employment related travel requirements.

Travel Benefits

- (2) Allowances and conditions for Employees undertaking overseas travel for official business purposes are contained in the relevant AFP governance instrument.
- (3) Unless otherwise determined by the Commissioner, an Employee is entitled to one AFP-funded membership of an AFP approved airline lounge.
- (4) If the Commissioner determines the Employee is no longer required to travel for official business purposes, the AFP may cease to fund the lounge membership.
- (5) If an Employee's membership ceases whilst they are on any form of leave without pay, the membership will not be renewed until such time as the Employee returns to the workplace.
- (6) Where an Employee is required to travel to a location outside of Australia for official business purposes, the Employee is entitled to travel at the Premium Economy class of travel (where available) for the international legs associated with the travel, and any domestic legs outside of Australia undertaken as part of the continuous journey to the Employee's primary destination.

17. Use of Own Vehicle

- (1) Employees will be required to make their own arrangements at their own cost for all Localised Business Travel.
- (2) Employees do not have access to AFP provided fleet vehicles for Localised Business Travel.
- (3) The use of taxis for any Localised Business Travel is at the Employee's own cost and will not be reimbursed by the AFP.
- (4) Where a sworn Employee is required to undertake travel for official business purposes and is in control of their full AFP issued controlled items, the Employee may use an AFP operational vehicle for this purpose.

18. Recovery of an Overpayment

- (1) The AFP may recover any overpayment of an Employee's salary or allowances in accordance with the Commissioner's Financial Instructions.
- (2) The AFP may also recover any overpayment of an Employee's salary or allowances by making one or more deductions from any monies due to be paid to the Employee, if the Employee authorises the AFP to make the deduction.
- (3) An overpayment of salary does not occur where an Employee initiates an adjustment or roster change.
- (4) Nothing in this Agreement prevents the AFP from seeking to recover an overpayment through other means, or from otherwise making deductions in accordance with legislation.

PART 4 – LEAVE PROVISIONS

19. Standard Annual Leave

- (1) An Employee will accrue 190 hours (five weeks) Annual Leave per year of service progressively. Annual Leave credits will be deducted at the rate of 7.6 hours per day.
- (2) An Employee may take Annual Leave, subject to approval by the Commissioner.
- (3) Subject to sections 19(15) – 19(19), any periods of Annual Leave will count as service for all purposes.

Cash Out of Annual Leave

- (4) An Employee may cash out once in a financial year a particular amount of accrued, but untaken, Annual Leave.
- (5) in accordance with this section, provided that:
 - (a) they are performing duties as an Executive Level Employee; and

- (b) they have taken a minimum Annual Leave period of 38 hours in the 12 months immediately preceding the request for cash out; and
 - (c) the Employee's remaining accrued entitlement to Annual Leave is not less than four weeks; and
 - (d) each cashing out is made by a separate agreement in writing between the AFP and Employee; and
 - (e) the Employee will be paid at least the full amount that would have been payable to the Employee, had they taken the Annual Leave.
- (6) The lump sum payment does not affect an Employee's salary for superannuation purposes.

Reduced Accrual of Annual Leave

- (7) The Commissioner may approve an application from an Employee 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.
- (8) An Employee may only reduce their accrual rate by 38 hours. An Employee cannot arrange to accrue less than four weeks of Annual Leave per year.
- (9) An application will only be considered for reductions of future Annual Leave credits. Retrospective applications will not be considered. An application will not be approved if it would result in the Employee receiving a lesser entitlement to Annual Leave than that in the National Employment Standards.
- (10) Reduced accrual of Annual Leave does not affect an Employee's salary for superannuation purposes.

Purchased Annual Leave

- (11) The Commissioner may approve an application from an Employee to purchase additional Annual Leave in return for a pro-rata deduction in their fortnightly pay over a period of 12 months, provided that:
- (a) the additional Annual Leave is requested in increments of 38 hours; and
 - (b) the additional Annual Leave request does not exceed 152 hours.
- (12) Only prospective purchased Annual Leave requests may be approved.
- (13) Any purchased Annual Leave must be used within 12 months of the purchased Annual Leave being credited and prior to other standard Annual Leave being utilised.
- (14) The value of any unused purchased Annual Leave at the end of the 12 month period will be paid to the Employee.

Annual Leave at Half Pay

- (15) The Commissioner may approve an application from an Employee to take a period of Annual Leave at Half Pay.

- (16) 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), and leave credits will be deducted with respect to that period only;
 - (b) the second half of the period is characterised as unpaid leave (second period); and
 - (c) payment to the Employee will be spread at half pay across the entire duration of the leave (first and second period).
- (17) The first period will count as service for all purposes. The second period does not constitute or count as a period of service but does not break the Employee's continuous service with the AFP.
- (18) Unless approved by the Commissioner, an Employee with an accrued Annual Leave balance of more than 152 hours (four weeks) at the time of application cannot access Annual Leave at half pay.
- (19) The minimum period of Annual Leave at half pay that may be approved is five working days.

Requirement to Take Annual Leave

- (20) Employees must take a minimum Annual Leave period of one week (38 hours) in a continuous block each Financial Year. The period can be inclusive of a maximum of two public holidays or days that are treated as public holidays in accordance with section 32.
- (21) Where an Employee has not taken the minimum Annual Leave period in the previous Financial Year, the Commissioner may direct an Employee to take one week (38 hour) period of Annual Leave at a time determined by the Commissioner.
- (22) It is expected that an Employee will use their Annual Leave as it accrues resulting in a maximum accrued Annual Leave balance of 5 weeks (190 hours) at any point in time.
- (23) Where an Employee has an accrued Annual Leave balance that exceeds 5 weeks (190 hours), the Commissioner may direct the Employee to take a period of Annual Leave at a time determined by the Commissioner.
- (24) The Commissioner will consider the reasonableness of the requirement to take Annual Leave before making such a direction.

20. Maternity Leave

- (1) An Employee is entitled to Maternity Leave in accordance with the provisions of the Maternity Leave Act.
- (2) An Employee with 12 months continuous service with the AFP, or a qualifying Agency under the provisions of the Maternity Leave Act, and who has an entitlement to paid leave under the Maternity Leave Act, is entitled to an

additional two weeks paid Maternity Leave in addition to that provided by the Maternity Leave Act.

- (3) This period of paid Maternity Leave (up to 14 weeks) will count as service for all purposes.
- (4) Where the period of paid leave is less than 12 weeks, the first 12 weeks will count as service for all purposes.
- (5) The Commissioner may approve an application from an Employee to spread the payment of paid Maternity Leave over a maximum period of 28 weeks so that:
 - (a) the first half of the period of Maternity Leave at half pay is characterised as paid Maternity Leave (first period);
 - (b) the second half of the period of Maternity Leave at half pay is characterised as unpaid leave (second period); and
 - (c) payment to the Employee will be spread at half pay across the entire duration of the leave (first and second period).
- (6) The first period of Maternity Leave at half pay will count as service for all purposes. The second period does not constitute or count as a period of service but does not break the Employee's continuous service with the AFP, except for superannuation purposes where required in accordance with section 14 This administrative arrangement does not extend the total period of paid or unpaid Maternity Leave available under the Maternity Leave Act.
- (7) A period of Maternity Leave is not broken or extended by public holidays.

21. Adoption Leave

- (1) An Employee with at least 12 months continuous service with the AFP, who adopts a child and is the primary carer of the child, will be entitled to six weeks paid Adoption Leave at the time the adoption is recognised by the making of an adoption order.
- (2) The adoptive child must not be a child or stepchild of the Employee or the Employee's partner unless that child had only been in the custody and care of the Employee or the Employee's partner for a period of less than six months.

22. Unpaid Parental Leave

An Employee will be entitled to Unpaid Parental Leave in accordance with the National Employment Standards.

23. Paid Supporting Partner Leave

- (1) An Employee who is the parent of a newborn or newly adopted child and:
 - (a) is not the birth mother of a newborn child; or
 - (b) is not the primary carer of an adopted child,

will be entitled to paid Supporting Partner Leave for up to five continuous working days or at half pay for up to 10 consecutive working days.

- (2) Supporting Partner Leave is forfeited unless taken within the first three months of the birth or adoption order for the child.

Paid Supporting Partner Leave at Half Pay

- (3) An Employee may seek approval to take Paid Supporting Partner Leave at half pay for up to 10 consecutive working days. Where an Employee is approved to take Paid Supporting Partner Leave at half pay:
 - (a) the first half of the period of leave is characterised as Paid Supporting Partner Leave (first period);
 - (b) the second half of the period of leave is characterised as unpaid leave (second period); and
 - (c) the Employee will be paid at half pay across the entire duration of the leave (first and second period).
- (4) The first period will count as service for all purposes. The second period does not constitute or count as a period of service but does not break the Employee's continuous service with the AFP.

24. Long Service Leave

- (1) An Employee is entitled to Long Service Leave in accordance with the provisions of the Long Service Leave Act.
- (2) The minimum period during which long service leave can be taken is seven calendar days at full pay or 14 calendar days for leave at half pay.
- (3) Long Service Leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

25. Personal/Carer's Leave with Pay

- (1) Employees will be entitled to 136 hours 48 minutes (18 seven hour 36 minute days) Personal/Carer's Leave credits per year of service accrued progressively.
- (2) Personal/Carer's Leave will not be paid out on termination of employment.
- (3) An Employee will not be entitled to paid Personal/Carer's Leave while also taking paid Maternity or Adoption Leave.

Approval

- (4) An Employee may take Personal/Carer's Leave with pay in the following circumstances:
 - (a) where the Employee is not fit for work because of a personal illness or personal 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 personal injury; or
 - (ii) an unexpected emergency.

Certification Requirement

- (5) Legitimate requests for Personal/Carer's Leave will be approved.
- (6) An Employee is required to provide Satisfactory Evidence to support an application for Personal/Carer's Leave:
 - (a) where the Employee is absent for three or more consecutive occurrences; or
 - (b) where they have been absent for more than 60 hours without evidence in a Financial Year.
- (7) Notwithstanding section 25(6) above, a Supervisor may, at any time, request Satisfactory Evidence to support a current or future application for Personal/Carer's Leave.
- (8) For a non-medical unexpected emergency, an Employee is required to provide reasonable evidence to support an application for Personal/Carer's Leave.
- (9) Where an employee does not provide the requested Satisfactory Evidence or reasonable evidence within five working days of the application, the application for Personal/Carer's Leave will be declined and any associated period of absence will be treated as unauthorised.

Access to other leave when paid Personal/Carer's Leave has been exhausted

- (10) An Employee who has exhausted all paid Personal/Carer's Leave entitlements may apply to the Commissioner to take their accrued Annual Leave and Long Service Leave.

26. Personal/Carer's Leave without Pay

- (1) An Employee may take Personal/Carer's Leave without pay in accordance with the National Employment Standards.
- (2) Approved Personal/Carer's Leave without pay will not break continuity of employment. However, unless otherwise determined by the Commissioner, periods of unpaid Personal/Carer's leave in excess of 30 calendar days in any 12 month period will not count as service for the purposes of annual or Personal/Carer's Leave accruals and superannuation, unless required by legislation or fund rules. Whether, or not, a period of unpaid Personal/Carer's Leave counts for the purposes of Long Service Leave accruals will be subject to the Long Service Leave Act.

27. Referrals for Medical Advice

- (1) Where the Commissioner is concerned about an Employee's fitness for duty, the Commissioner may, at AFP expense, direct an Employee to attend:
 - (a) an assessment by a suitably qualified registered health practitioner nominated by the AFP; and/or
 - (b) a consultation with the Employee's health practitioner,
- (2) for the purposes of obtaining a report that provides information regarding any potential or existing medical condition. The Commissioner may also direct the Employee to give the Commissioner a report of the examination.
- (3) In the circumstances where the medical certificate provided by the Employee's treating health practitioner or specialist conflicts with that obtained from a registered health practitioner engaged by the AFP, the latter would prevail unless otherwise advised by the AFP Chief Medical Officer.

28. Compassionate leave

Paid Compassionate Leave

- (1) An Employee may take paid Compassionate Leave for a period of two working days:
 - (a) for the purpose of spending time with a person who is a member of the Employee's Immediate Family or a member of the Employee's household who has contracted or developed a personal illness, or sustained a personal injury, that poses a serious threat to his or her life; or
 - (b) after the death of a member of the Employee's Immediate Family or a member of the Employee's household.
- (2) An Employee will be granted a further five working days paid Compassionate Leave after the death of a member of the Employee's Immediate Family.
- (3) An Employee may be required to provide evidence to support each application for Compassionate Leave.

Unpaid Compassionate Leave

- (4) A Casual Employee may also be granted two days Compassionate Leave for each occasion. Such leave will be unpaid and determined in accordance with the National Employment Standards.

29. Defence Reserve Service Leave

- (1) Employees who are members of a Defence Reserve will be granted paid leave to undertake Defence service and training. The maximum period of paid leave is four weeks in a financial year. An additional two weeks paid leave will also be provided once only to allow an Employee to attend recruitment or initial Defence Reserve employment training.

- (2) For training or absences that exceed these allowances, leave without pay may be granted.
- (3) Periods of Defence Reserve Service Leave without pay do not count as service for the accrual of Annual and Personal/Carer's Leave. Leave granted for Defence Reserve purposes counts as service for all other purposes.

30. Community Service and Jury Service Leave

- (1) An Employee will be entitled to Community Service Leave and Jury Service Leave in accordance with the National Employment Standards.
- (2) In the event that an approved period of Annual Leave or Long Service Leave coincides with a period of approved community service leave, Annual Leave and Long Service Leave may be re-credited to the extent of the period of community service leave should the Employee request.

31. Miscellaneous Leave

- (1) Miscellaneous Leave with or without pay is leave that may be granted for purposes not covered by specific leave types in this Agreement.
- (2) Miscellaneous Leave with pay will count as service for all purposes.
- (3) Unless deemed otherwise by the Commissioner, Miscellaneous Leave without pay will not count as service for any purpose unless otherwise required by legislation.

32. Public Holidays

- (1) The AFP will deem the following days as Designated Public Holidays or days to be observed as Designated Public Holidays:
 - (a) New Year's Day (or substitute day);
 - (b) Australia Day (or substitute day);
 - (c) Good Friday;
 - (d) the Saturday and Sunday within the Easter weekend;
 - (e) Easter Monday;
 - (f) Anzac Day (or substitute day if gazetted in the Employee's State or Territory);
 - (g) Queen's Birthday Holiday (on the day on which it is celebrated in a State or Territory);
 - (h) Labour Day (or equivalent, on the day on which it is celebrated in a State or Territory);
 - (i) Christmas Day (or substitute day);

- (j) Boxing Day (or substitute day);
 - (k) the first working day after the Boxing Day public holiday;
 - (l) the two normal Working Days between Christmas and New Year; and
 - (m) any gazetted local public holidays in the State or Territory where the Employee is assigned that is not already listed in this section above except for "Sunday" as prescribed by Part 1 of Schedule 2 to the Holidays Act 1910 (SA).
- (2) Where a Designated Public Holiday is gazetted as a substitute day and an Employee works on the actual day, the Employee may elect to have the actual day recognised as the Designated Public Holiday. An Employee may not have both the actual day and the substituted day deemed a Designated Public Holiday.
- (3) If an Employee is taking Annual Leave or paid Personal/Carer's Leave over a period which includes a Designated Public Holiday, they are entitled to be absent from work on the Designated Public Holiday without deduction from their Annual Leave or paid Personal/Carer's Leave credits.

PART 5 – RESIGNATION, RETIREMENT AND TERMINATION OF EMPLOYMENT

33. Resignation and Retirement

- (1) An Employee may resign or retire at any time, subject to the provisions of the AFP Act, by giving the required period of notice in writing to the Employee's Supervisor.
- (2) If an Employee and the Commissioner agree, the Employee may be released prior to the expiry of the notice period with payment of salary to the date of resignation.

34. Workforce Adjustment

- (1) Where the Commissioner declares that an Employee is excess to requirements, the Employee will be subject to a workforce adjustment process.
- (2) The Commissioner may declare that an Employee is excess to requirements if:
 - (a) the Employee forms part of a class of AFP Employees (however described) and there are more Employees in the class than is necessary for the efficient and economical working of the AFP; or
 - (b) the services of the Employee cannot be effectively used because of technological changes within the AFP, or because of changes to the nature, extent or organisation of the functions of the AFP; or
 - (c) the duties usually performed by the Employee are to be performed at a different location and the Employee is not able to perform the duties at

that location and the Commissioner has determined that these provisions will apply to the Employee.

Notification of Proposal to Declare Excess and Voluntary Redundancy

- (3) Where the Commissioner determines that an Employee is likely to become potentially excess to requirements, the Commissioner will notify the Employee in writing as soon as practicable.
- (4) The Employee will be given seven calendar days (first consideration period) from the date of the notification of proposal to declare excess to consider the option of voluntary redundancy, raise any issues of concern relating to the proposed declaration and to provide a written response to this notification.
- (5) At the end of the first consideration period, the Commissioner may declare the Employee excess, with any response from the Employee and any redeployment opportunities available at the time of the notification to be taken into account.

Declaration of Excess Status and Voluntary Redundancy

- (6) Where the Commissioner declares that an Employee is excess to requirements and that the Employee has at least six months continuous eligible service, they will be provided with a declaration of excess status which will include an offer of voluntary redundancy payment (in writing).
- (7) The Employee will then have 14 calendar days (second consideration period) from the date of the declaration of excess status to consider the option of voluntary redundancy in accordance with sections 34(9) – 34(11) below, or decline an offer of voluntary redundancy and pursue redeployment or reduction options during a seven month retention period, as described by sections 34(13) – 34(20) below.
- (8) Where an Employee does not accept a voluntary redundancy payment within the second consideration period, the Employee will be subject to the processes associated with the seven month retention period and subject to an involuntary redundancy if a suitable position for redeployment cannot be identified during the retention period.

Voluntary Redundancy Payment

- (9) Where the Employee decides to accept an offer of voluntary redundancy, they will have 14 calendar days in which to separate from the AFP, unless a later date is agreed to by the Commissioner.
- (10) For voluntary redundancy under the terms of this Agreement, the following payments are to apply for eligible service:
 - (a) 12 weeks' pay for up to and including three years' service; or
 - (b) 18 weeks' pay for service in excess of three years and up to six years; or
 - (c) 36 weeks' pay for service in excess of six years and up to nine years; or
 - (d) 52 weeks' pay for service in excess of nine years.

- (11) The above payments do not include payments in lieu of notice.
- (12) The above payments do not include payments in the form of final monies for statutory entitlements including unused accrued Annual Leave and Long Service Leave.

Redeployment

- (13) Where the Commissioner declares that an Employee is excess, the AFP will endeavour to redeploy the Employee into a suitable role subject to consideration of relevant skills, performance and any re-training requirements.
- (14) Where appropriate, redeployment into a role at a lower classification may be offered in writing.
- (15) Where an Employee is redeployed into a role at a lower classification:
 - (a) the Employee's substantive Base Salary applicable the day before the redeployment will be maintained from the date of the reduction in classification for a period of three months; and
 - (b) this Agreement will continue to cover and apply to the Employee until the conclusion of the three month period, after which this Agreement will cease to cover the Employee and the relevant agreement for the lower classification will cover and apply to the Employee. After this three month period, the Employee's Base Salary will revert to the top increment point of the newly assigned classification band level.

Retention Period

- (16) During the seven month retention period, the Employee will be considered for any redeployment opportunities as they arise and will be considered in isolation for any identified vacant positions without the requirement to be ranked or assessed against any other applicants.
- (17) The retention period commences on the day the Employee is notified in writing that they have been declared excess.
- (18) The Employee may be directed to enter into a development plan designed to enhance the Employee's redeployment prospects and may include re-training and development in employment seeking skills.
- (19) The Employee has a responsibility for his or her own career management and will actively participate in reassignment and redeployment processes as well as seek out alternative employment opportunities as they arise.
- (20) For redeployment under this sub-section, an Employee will be assigned to a suitable role or position at or below their substantive classification level (with or without the Employee's consent).

Support during Notice Period

- (21) Where an Employee is made voluntarily or involuntarily redundant, the Employee will be entitled to reasonable time off with full pay during the

relevant notice period to attend to necessary employment interviews from the date the period of notice commences.

Determination of Involuntary Redundancy

- (22) Where, five weeks prior to the conclusion of the retention period, the Employee has not been successfully redeployed into an alternative, suitable role, the Commissioner may determine, in writing, that the Employee will be made involuntarily redundant at the conclusion of the seventh month of the Retention Period.
- (23) Where the Employee has been notified in writing that they are will be made involuntarily redundant, the Employee's last day of work with the AFP will be at the conclusion of the retention period.

Involuntary Redundancy Payment

- (24) Where an Employee is made involuntarily redundant, the Employee will receive the minimum redundancy pay prescribed by the Fair Work Act upon termination of employment.

Eligible Service for Redundancy Pay Purposes

- (25) 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, provided there was 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 Employee's prior service or employment was not terminated by reason of:
 - (i) retrenchment/redundancy;
 - (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.
- (26) For the purposes of this section, any period of casual employment does not count as 'eligible service' for the purpose of calculating any redundancy entitlements.

- (27) 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

- (28) For the purposes of calculating any voluntary or involuntary redundancy payment under the above section, "salary" means:
- (a) for a Full-time Employee:
 - (i) the Employee's Full-time Base Salary;
 - (b) for an Employee who was a Part-time Employee for any period during their period of service:
 - (i) the Employee's Base Salary calculated on a pro-rata basis for any period where an Employee has worked Part-time hours during their period of service and the Employee has less than nine years Full-time service; and
 - (c) 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 the Employee is entitled to be paid at a higher rate including both the Employee's Base Salary and higher duties allowance.

35. Termination of Employment

Period of Notice

- (1) Where an Employee's employment is terminated, the period of notice will be:
- (a) four weeks; or
 - (b) five weeks for an Employee over 45 years of age with at least two years continuous service.
- (2) With respect to any period of notice, the Commissioner 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; or
 - (c) provide the Employee with duties different from those that the Employee would ordinarily perform.
- (3) The period of notice in this section does not apply in the case of an Employee whose employment is terminated, and the Commissioner makes a declaration

with respect to the Employee's conduct or behaviour under section 40K of the AFP Act.

Review of Decisions to Terminate Employment

- (4) The sole and exhaustive rights and remedies of an Employee in relation to termination of employment are those that the Employee has under:
 - (a) the Fair Work Act;
 - (b) other Commonwealth laws (including the Constitution, the AFP Act and *the Administrative Decisions (Judicial Review) Act 1977*); and
 - (c) common law.
- (5) Termination of, or a decision to terminate, employment cannot be reviewed under the procedures for preventing and settling disputes or under any procedures for internal review of an employment decision.

PART 6 – MISCELLANEOUS

36. Individual Flexibility Arrangement

- (1) The AFP and an Employee may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of the terms of the Agreement if:
 - (a) the arrangement deals with one or more of the following matters:
 - (i) remuneration;
 - (ii) allowances;
 - (iii) leave; and
 - (b) the IFA meets the genuine needs of the AFP and Employee in relation to one or more of the matters mentioned in section 36(1)(a); and
 - (c) the IFA is genuinely agreed to by the AFP and Employee.
- (2) To avoid ambiguity, a flexible working arrangement or Part-time working arrangement facilitated under section 8 of the Agreement is not an IFA made under this section.
- (3) The AFP must ensure that the terms of the IFA:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (4) The AFP must ensure that the arrangement:

- (a) is in writing; and
 - (b) includes the name of the AFP and Employee; and
 - (c) is signed by the AFP and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the IFA will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA; and
 - (e) states the day on which the IFA commences and, where applicable, when the IFA ceases.
- (5) The AFP must give the Employee a copy of the IFA within 14 days after it is agreed to.
- (6) The AFP or Employee may terminate the IFA:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the AFP and Employee agree in writing – at any time.

37. Reduction in Classification

- (1) The Commissioner may reduce an Employee in classification to any increment point in any salary band within the AFP (whether under this Agreement or otherwise) as a result of:
- (a) an adverse Professional Standards finding under Part V of the AFP Act, in relation to a category three conduct issue or a corruption issue, and the Commissioner has made a determination that the appropriate action in relation to the finding is to reduce, or includes a reduction in, the Employee's classification; 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 is reduced in classification consistent with this section, the reduction in classification will be ongoing and all the terms and conditions, including the Base Salary applicable to the classification to which the Employee is reduced, will apply from the date of the reduction.
- (3) An Employee will cease to be classified as Executive Level where the Employee is reduced to a lower classification in accordance with this section. This

Agreement will cease to cover and apply to the Employee from the date of effect of the reduction in classification below Executive Level.

- (4) If an Employee's classification is reduced, nothing in this section prevents the Employee from subsequently seeking promotion to Executive Level through a merit selection process.
- (5) Nothing in this section limits the Commissioner's ability to take other action in relation to either an adverse Professional Standards finding or underperformance process.

Voluntary Reduction in Classification

- (6) Subject to the approval of the Commissioner, an Employee may voluntarily elect to perform duties at a lower level, and temporarily or permanently reduce in classification.
- (7) Where the Commissioner approves a permanent request for voluntary reduction in classification, the terms of sections 37(2)—(4) will apply.
- (8) Where the Commissioner approves a temporary request for voluntary reduction in classification, all terms and conditions applicable to the classification to which the Employee voluntarily reduces will apply until the date the voluntary reduction in classification ceases.

38. 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. Major workplace changes, as applied under the model term, will be pursued in consultation with Employees and, where they choose, their representatives.

Model term

- (2) This term applies if the AFP:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major Change

- (3) For a major change referred to in section 38(2):
 - (a) the AFP must notify the relevant Employees of the decision to introduce the major change; and
 - (b) sections 38(5)—(10) apply.
- (4) The relevant Employees may appoint a representative for the purposes of the procedures in this term.

- (5) 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 employer of the identity of the representative,
- the AFP must recognise the representative.
- (6) As soon as practicable after making its decision, the AFP must:
- (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.
- (7) However, the AFP is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (8) The AFP must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (9) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the AFP, the requirements set out in sections 38(2)(a) and sub-sections 38(4) and 38(6) are taken not to apply.
- (10) 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; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or

- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

Change to Regular Roster or Ordinary Hours of Work

- (11) For a change referred to in section 38(2)(b):
 - (a) the AFP must notify the relevant Employees of the proposed change; and
 - (b) sections 38.3(12)—(16) apply.
- (12) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (13) 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 employer of the identity of the representative;the AFP must recognise the representative.
- (14) As soon as practicable after proposing to introduce the change, the AFP must:
 - (a) discuss with the relevant Employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the AFP reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the AFP reasonably believes are likely to affect the Employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (15) However, the AFP is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (16) The AFP must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (17) In this section, “relevant Employees” means the Employees who may be affected by a change referred to in section 38(2).

39. 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 discussions at any level in the process below if it seems likely to assist in the resolution of a dispute. Where the AFP or an Employee (or where they choose, their representatives) initiates such a discussion, they must advise the other parties involved in the dispute.
- (5) If a dispute relates to:
 - (a) a matter arising under the Agreement; or
 - (b) the National Employment Standards,this term sets out procedures to settle the dispute.
- (6) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (7) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant Supervisors and/or management. If discussions at the workplace level do not resolve the dispute, it should be referred to more senior levels.
- (8) If discussions at a more senior level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- (9) The Fair Work Commission may deal with the dispute in two stages:
 - (a) the Fair Work Commission 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 the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act.

- (10) A decision the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Fair Work Act. Therefore, an appeal may be made against the decision.
- (11) While the parties are trying to resolve the dispute using the procedures in this term:
 - (a) 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
 - (b) 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:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- (12) The AFP retains the ability and power to issue a reasonable direction to an Employee while the parties are trying to resolve the dispute. Without limitation and for the avoidance of doubt, the AFP may direct an Employee to refrain from performing their work as they would normally if there is a reasonable concern about an imminent risk to health or safety.
- (13) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

ATTACHMENT A – PAY SCALE

Table A - Executive Level Incremental Advancement

| | Existing rates | 2% On Commencement Date | 2% 12 months from Commencement Date |
|-----------------------|----------------|-------------------------------|--|
| EL Minimum | \$144,501 | \$147,391 | \$150,339 |
| EL1 | \$149,118 | \$152,100 | \$155,142 |
| EL2 | \$153,736 | \$156,811 | \$159,947 |
| EL3 | \$158,353 | \$161,520 | \$164,750 |
| EL4 | \$162,970 | \$166,229 | \$169,554 |
| EL5 | \$167,588 | \$170,940 | \$174,359 |
| EL6 | \$172,205 | \$175,649 | \$179,162 |
| EL7 | \$176,822 | \$180,358 | \$183,966 |
| EL8 | \$181,440 | \$185,069 | \$188,770 |
| EL9 | \$186,057 | \$189,778 | \$193,574 |
| EL Maximum | \$190,674 | \$194,487 | \$198,377 |