

**AUSTRALIAN FEDERAL POLICE
COLLECTIVE AGREEMENT**

2007 - 2011

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UNDER THE FREEDOM OF INFORMATION ACT 1982 (CTH)

AUSTRALIAN FEDERAL POLICE COLLECTIVE AGREEMENT 2007 - 2011

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GENERAL TERMS & CONDITIONS

1. BACKGROUND

1. This Agreement is a union collective agreement under section 328 of the *Workplace Relations Act 1996*.

2. TITLE

2. This Agreement shall be known as the Australian Federal Police Collective Agreement 2007 – 2011.

3. PARTIES

3. This Agreement is between the Commissioner of the Australian Federal Police (AFP) (on behalf of the Commonwealth) in respect of all AFP employees unless otherwise excluded, and the Australian Federal Police Association Branch of the Police Federation of Australia.

4. DATES OF OPERATION

4. This Agreement operates from the date of lodgement with the Office of the Employment Advocate (OEA) and will have a nominal expiry date of 30 June 2011.

5. APPLICATION OF THE AGREEMENT

5. This Agreement applies to all employees of the AFP with the exception of:
 - a) employees who have been declared Senior Executive Service AFP employees under s.25 of the *Australian Federal Police Act 1979*;
 - b) employees who are deployed overseas under section 40H(1) of the *Australian Federal Police Act 1979* and where a determination under section 40H(2) of the said Act is in place, other than in External Territories;
 - c) employees of the AFP specifically covered by an Australian Workplace Agreement (AWA) under the *Workplace Relations Act 1996*.
6. This Agreement does not apply to Special Members of the AFP, with the exception of Special Members who were employees of the AFP before being declared a Special Member.

6. COMPREHENSIVE AGREEMENT

7. This Agreement is a comprehensive workplace agreement, and excludes the protected award conditions (as defined in the *Workplace Relations Act 1996*, as amended from time to time) within all applicable awards including the Australian Federal Police Award 2002 (as varied from time to time).

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8. Note: The protected award conditions are award conditions that are excluded from this Agreement that would, but for this Agreement, have effect in relation to the employment of employees under this Agreement and relate to the following matters: rest breaks, incentive based payments and bonuses, annual leave loadings, public holidays, monetary allowances, loadings for working overtime or for shift work, penalty rates, outworker conditions, and any other award conditions specified as protected award conditions in Regulations made under the *Workplace Relations Act 1996*.
9. The general terms and conditions of this Agreement apply to all employees in their entirety unless specifically identified, excluded or substituted.
10. It is acknowledged that employment in the AFP is subject to the provisions of Acts of Parliament (and regulations and instruments made under those Acts) including, but not limited to, the:

Administrative Decisions (Judicial Review) Act 1977;

Long Service Leave (Commonwealth Employees) Act 1976;

Maternity Leave (Commonwealth Employees) Act 1973;

Occupational Health and Safety (Commonwealth Employment) Act 1991;

Australian Federal Police Act 1979;

Safety, Rehabilitation and Compensation Act 1988;

Superannuation Act 1976;

Superannuation Act 1990;

Superannuation Benefits (Supervisory Mechanisms) Act 1990;

Superannuation (Productivity Benefit) Act 1988

Superannuation Guarantee (Administration) Act 1992; and

Workplace Relations Act 1996

7. AUSTRALIAN WORKPLACE AGREEMENTS

11. Any AFP employee may initiate discussions regarding an AWA at any time and the Commissioner may enter into AWAs with employees covered by this Agreement. This Agreement will have no effect in relation to an employee while an AWA operates in relation to the employee. Once entering into an AWA employees are not able to terminate their AWA and return to this Agreement whilst employed by the AFP.

8. DELEGATION

12. The Commissioner may, in writing, delegate any of the Commissioner's powers or functions under this Agreement (other than under this clause or sub clause 19.1).
13. A person exercising delegated powers or functions under this Agreement must comply with any directions of the Commissioner.
14. This clause does not limit the power of the Commissioner to authorise a person to act for and on his behalf.

9. SALARY INCREASES

15. The Agreement provides a base salary increase of;
 - a) 2.9% effective from the date of lodgement with the Office of the Employment Advocate
 - b) 4% effective from 1 July 2007
 - c) 4% effective from 1 July 2008
 - d) 4% effective from 1 July 2009
 - e) 4% effective from 1 July 2010
16. This agreement consolidates a diverse range of employee arrangements into a single agreement. This will generate a positive cultural shift by advancing the integration process and achieve significant efficiencies. In recognition of this (in addition to the above increases to base salary rates), employees will receive a 'single agreement productivity' one off bonus equivalent to 1.15% of the employees base salary plus composite as payable upon lodgement of this Agreement.
17. This bonus will be paid as soon as practicable after lodgement of this Agreement and will not count as salary for superannuation.

10. DEFINITIONS

- i. **The Act** means the Australian Federal Police Act 1979 (as amended).
- ii. **AFP** means the Australian Federal Police.
- iii. **AFP member** means member as defined in the *Australian Federal Police Act 1979*
- iv. **ASO** means an employee engaged as an Air Security Officer.
- v. **Employee** means a person engaged under section 24 of the *Australian Federal Police Act 1979* (as amended)
- vi. **Base composite** means a non-discretionary annualised composite allowance paid fortnightly in regular pay for an employee assigned and working in a pattern described as;
 - a. Operations 22%; and
 - b. Rostered Operations 22%;

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- vii. **Base Salary** means the increment point within the AFP 9 Band Classification Structure against which a person is being remunerated.
- viii. **Base Salary hourly penalty rate** means a payment in accordance with the following formula;
$$\frac{(\text{Base salary} \times 12 / 313)}{80}$$
- ix. **Broadband** means the combination of two or more classification levels into a single, broader designation.
- x. **Commissioner** means the Commissioner of the Australian Federal Police, or his/her delegate(s).
- xi. **Classification Structure** means the 9 band classification levels to which the AFP applies work level standards and sets associated performance expectations.
- xii. **Consultation** means providing relevant information to employees and where they choose their representatives, about impending changes, decisions or other issues which will affect them, so that they are able to meaningfully participate in debate and, for this to be effective, the participation must be contributing to the decision making process
- xiii. **Double Time Hours** means hours that are worked and calculated at ordinary time x 2.
- xiv. **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.
- xv. **Functional Area** means each business stream within the AFP as managed by a National Manager.
- xvi. **Hard Barrier** means a break between two classification levels where the only mechanism for internal advancement is through a merit selection exercise.
- xvii. **Increment Point** means the point within a classification level that an employee is paid.
- xviii. **Lodgement** means the date upon which this Agreement is lodged with the Office of the Employment Advocate.
- xix. **Manager** means a person who carries the responsibility for the supervision of one or more employees, including the monitoring of attendance and performance.
- xx. **Meal Break** means a paid break of 24 minutes that may be taken within the shift. 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 and wherever possible, between each fourth and fifth hour of duty after each previous meal break.
- xxi. **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 or that type.

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- xxii. **Merit** 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 applicants' ability to perform the given role.
- xxiii. **Mutually agreed or by mutual agreement** means an agreement freely entered into between one or more individuals and the AFP.
- xxiv. **NAIDOC** means National Aboriginal and Islander Day Observation Committee.
- xxv. **Night Shift** for the purposes of sub clause 20.3.1 (Roster Principles) and sub clause 20.2.4 (Safety net provisions) means any rostered shift of eight hours or more either commencing on or after 1800 hours or finishing on or before 0600 hours.
- xxvi. **Normal Hours** means hours between 0600hrs and 2000hrs Monday to Friday, excluding Public Holidays.
- xxvii. **On-Call** means a situation in which an employee is rostered, or directed by a Team Leader, to be available to respond forthwith for duty outside of their ordinary working hours or shift.
- xxviii. **Operations** means roles that directly delivers or supports operational outcomes that involve potential flexible 24 hour deployments in accordance with the work structure as outlined in sub clause 20.2.
- xxix. **Ordinary time** means hours that are worked at single time based on an averaged 40 hour week.
- xxx. **Ordinary time rate** means the salary at each increment point included in the salary spine and does not include any other allowances.
- xxxi. **Overtime rate** means a payment in accordance with the following formula;
$$\frac{(\text{Base salary} \times 12 / 313)}{40}$$
- xxxii. **Part-time employee** means an employee who works on a regular basis, less than 40 hours per week.
- xxxiii. **Performance Development Agreement (PDA)** means the AFP's performance development and performance appraisal system.
- xxxiv. **PSO** means an employee engaged as a Protective Service Officer as defined in the Australian Federal Police Act 1979.
- xxxv. **Recall to duty** means where an employee responds to a direction to perform duty between or outside periods of rostered or scheduled duty either at their current location or another location.
- xxxvi. **Representative** means a person, organisation or employee association chosen by an employee or group of employees to represent their interests.
- xxxvii. **Rostered Operations** means roles that directly deliver or support operational outcomes that involve regular shift work requirements in accordance with the work structure as outlined in sub clause 20.3.
- xxxviii. **Salary Band** means the range of incremental salary points within the AFP's 9 band classification structure.
- xxxix. **SASO** means a Senior Air Security Officer.
- xl. **SES** means a Senior Executive Service officer.

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- xli. **Shift Worker** means an employee who is rostered to perform ordinary hours of duty usually on a 24 hour, seven day rostered arrangement including Public Holidays for an ongoing or fixed period. This will normally involve an alternating pattern covering a minimum of two different shift patterns.
- xlii. **Soft Barrier** means a point within a broadband where successful assessment against relevant criteria is required prior to further incremental salary advancement.
- xliii. **Support** means roles that support the delivery of operational outcomes to be achieved by the AFP, in accordance with the work structure outlined in sub clause 20.1.
- xliv. **Team Leader** means a person who carries the responsibility and is accountable for how allocated resources (human, information and financial) are utilised.
- xlv. **Trainee** means an AFP employee who is subject to a training agreement between the AFP and the employee that is registered with the relevant State or Territory training authority or under a law of a State or Territory relating to the training of employees. An AFP Member or PSO is not considered a Trainee for the purpose of this Agreement.
- xlvi. **Three Calendar Month Averaging Period** means four annual quarters of;
1. 1 July – 30 September
 2. 1 October – 31 December
 3. 1 January – 31 March
 4. 1 April – 30 June
- To be applied on a pro-rata basis where an individual is appointed or transferred part way through the initial averaging period.
- xlvii. **Weekend** means any Saturday and Sunday from 0000 Saturday to 2400 Sunday.
- xlviii. **Working day** means for the purpose of sub clause 13.3 – Higher Duties Allowance;
- Support working pattern – Monday to Friday inclusive of public holidays and approved leave;
 - Operations / Rostered Operations working pattern – any day an employee is required to work inclusive of public holidays and approved leave and excluding recalled to duty attendance.
- xlix. **Working Pattern** means working in a pattern described as;
- Operations;
 - Rostered Operations; or
 - Support.

CLASSIFICATION & REMUNERATION STRUCTURE

11. CLASSIFICATION STRUCTURE

18. The AFP Classification Structure comprises of 9 classification levels with broadbands specific to functional areas as described in Attachment B.
19. The AFP will maintain a central role classification system that enables the work value of roles to be assessed and to which the Commissioner assigns an employee.

12. BROADBANDS AND ADVANCEMENT ARRANGEMENTS

12.1. Broadbands

20. A broadband is the combination of two or more classification levels into a single, broader designation. A broadband encompasses the full range of work value and work level standards of the classification level it reflects.
21. A broadband enables advancement based on increasing skill and capability where the job description is the same across the classification levels the broadband reflects.
22. Where an employee is advanced within a broadband, they will be deemed substantive at the equivalent classification level for which they are being remunerated.

12.2. Creation of a general broadband

23. The Commissioner may approve the creation of a general broadband structure during the life of this Agreement under the following provisions:
 - a) any general broadband structure will only be accessible by AFP employment groups not already covered by a specific broadband;
 - b) a general broadband created under this Agreement operates according to its terms as if it is part of this Agreement;
 - c) eligibility to access the general broadband will be subject to an appropriate advancement strategy being developed in consultation with employees and, where they choose, their nominated representatives, covering the relevant employment group; and
 - d) the creation of a general broadband is to be consistent with the AFP classification levels and associated work level standards and the AFP values on employment decisions.

12.3. Advancement within broadbands across a soft barrier

24. Salary advancement across a soft barrier may be subject to:
- a) The rating of the employee's performance, including behavioural aspects, as satisfactory or better;
 - b) The adherence to AFP core values, as indicated by an employee's professional standards history; and
 - c) The completion of specified training and/or acquisition of specified qualifications
25. Where an assessment is required, it is expected that this will occur in a timely manner prior to the anticipated advancement date. It is acknowledged that there is a mutual obligation between the employee and the AFP to address all steps necessary for a timely assessment to take place. Should a successful assessment not be completed by the anticipated advancement date, the date of advancement will be backdated to the anticipated date of advancement.

12.4. Advancement within broadbands across a firm barrier

26. Advancement across a firm barrier within a broadband may be subject to;
- a) Job availability;
 - b) The rating of the employee's performance, including behavioural aspects, as satisfactory;
 - c) Adherence to AFP core values as indicated by an employee's professional standards history;
 - d) The completion of specified training and/or acquisition of specified qualifications; and
 - e) Any additional formal assessment as required by a panel or committee responsible for the assessment of the employee's skills, capabilities and performance.
27. Where an assessment is required, it is expected that this will occur in a timely manner prior to the anticipated advancement date. It is acknowledged that there is a mutual obligation between the employee and the AFP to address all steps necessary for a timely assessment to take place. Should a successful assessment not be completed by the anticipated advancement date, the date of advancement will be backdated to the anticipated date of advancement.

12.5. Advancement across Hard Barrier

28. Advancement across a hard barrier will be on the basis of open merit competition for notified vacancies.

12.6. Existing Advancement Arrangements

29. 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.

13. REMUNERATION STRUCTURE

13.1. Salary on Commencement

30. Unless otherwise agreed by the Commissioner, the minimum salary points of each classification level 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 salary point.
31. Where an employee is advanced to a higher band in the Classification Structure, the employee will move to a salary point in that band which will provide a salary increase (of not more than one salary point) from their previous classification band subject to the following paragraph.
32. The employee will move to a higher salary point upon advancement where the employee would otherwise have been on a higher salary point due to the performance of higher duties consistent with sub clause 13.2.

13.2. Salary Increments

33. Where not inconsistent with broadband advancement provisions, or where there is no broadbanning, progression within a classification level (incremental advancement) will be at the anniversary date of the employee's last advancement, or their engagement at the relevant classification level subject to the employee having a current Performance Development Agreement in place and where not inconsistent with this sub-clause. The date of salary translation for Protective Service Officers is not considered salary advancement or incremental progression for the purposes of this sub clause.
34. Incremental advancement will be deferred where an employee has a formal remedial Performance Development Agreement until such time as the employee's performance is rated as satisfactory.
35. Periods of leave without pay exceeding 30 days within any 12-month period will not count for service for this purpose and will defer incremental advancement for the period of leave taken unless the period of leave without pay is deemed by the Commissioner to count as service.
36. For periods of Higher Duties, incremental advancement to the next increment point within the higher classification level will occur where an employee has been temporarily undertaking duties at a higher level for each

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continuous period of 12 months, or there has been temporary assignment of duties at a higher level for a total of 12 months in a 24 month period.

13.3. Higher Duties Allowance

37. Where an employee is required to perform the duties of a role at a higher classification level or, where there is a broadband across a hard barrier, and performs all the functions of that role for a period not less than 10 consecutive working days, the employee may choose to be paid at the minimum salary for that classification level for the entire period of higher duties.
38. Higher Duties will be limited to a maximum total period of six (6) months in any role without advertisement, except where the Commissioner has determined that a longer period of higher duties is appropriate.
39. In exceptional circumstances, the Commissioner may authorise the payment of higher duties allowance at a higher rate.

14. CASUAL EMPLOYMENT

40. Where an employee is engaged on a casual basis to do work that is intermittent or irregular in nature they will receive a 20% loading in lieu of accrual of recreation leave and personal leave. An employee engaged on a casual basis cannot purchase leave and is not entitled to any payment for miscellaneous leave, adoption leave, maternity leave or public holidays.
41. 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.

15. TRAINEES

42. The Commissioner may engage an employee as an AFP Trainee at any classification level up to and including AFP Band 3, consistent with the AFP Classification Structure. AFP Trainee employees will undertake a course of training as determined by the Commissioner.
43. Upon commencement, Trainee employees will be paid 70% of the minimum increment point within the relevant classification level for the duration of the training program.
44. On successful completion of their training, Trainee employees will progress to 100% of the minimum increment point within the relevant classification. Further incremental progression will be consistent with general AFP salary incremental advancement provisions.

16. FLEXIBLE REMUNERATION PACKAGING (SALARY PACKAGING)

45. 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. The Commissioner may authorise a higher percentage in exceptional circumstances.
46. Any fringe benefit tax and administrative costs incurred as a result of any remuneration packaging arrangement will be met by an employee through the salary packaging arrangements.
47. An employee's salary for superannuation purposes will not be altered as a result of any remuneration packaging arrangements.
48. The AFP will consult with employees and, where they choose, their representatives on salary packaging arrangements.
49. It is incumbent upon each AFP employee to seek their own financial and/or legal advice regarding salary packaging on a regular basis. The AFP will not be responsible for any personal liability incurred through salary packaging arrangements.

17. SUPERANNUATION

50. Where choice of superannuation fund is available to some or all AFP employees, the default fund for employees who fail to make an election in accordance with the relevant legislation will be for:
 - a) new employees who do not have a previous interest in the CSS or PSS, the PSSAP; or
 - b) all other employees, the Commonwealth fund they were in immediately prior to choice being made available to them.
51. An employee to whom choice of superannuation fund is available may not elect a fund different from their default, unless that alternative fund:
 - a) is approved in accordance with superannuation choice arrangements; and
 - b) accepts payments by electronic funds transfer.
52. AFP will provide an employer superannuation contribution for each employee who is a member of the PSSAP or who elects a fund different from their default. The contribution will be based on fortnightly contribution salary and be paid at a rate as specified by the relevant legislation.

HOURS AND ORGANISATION OF WORK

18. HOURS OF WORK

53. Consistent with Part 7 Division 3 of the *Workplace Relations Act 1996*, employees will work an average of 40 hours per week, made up of;
- a) 38 hours per week; and
 - b) not less than two (2) reasonable additional hours per week.
54. Average working hours include a paid meal break/s.
55. The required hours of work may be averaged over a nominated period as provided in the relevant working pattern consistent with the employees given position or role at any time.
56. Employees may be required to work on public holidays and weekends due to operational requirements.
57. The AFP and employees acknowledge that a time recording system will be utilised to monitor the application of the terms and conditions of this Agreement. This will facilitate the operation of the time administration of this Agreement. The AFP system will accurately record the relevant provisions of this Agreement.

18.1. Reasonable Hours

58. An employee who is called upon to work in excess of an average of 40 hours per week, may refuse to work additional hours when to do so would result in the employee working unreasonable hours having regard to:
- a) any additional hours already factored into the relevant working pattern;
 - b) any risk to the employee's health and safety;
 - c) the employee's personal circumstances, including any family responsibilities;
 - d) the needs of the workforce;
 - e) the notice (if any) given by the employer of the excess hours and by the employee of their intention to refuse it;
 - f) whether the additional hours are on public holiday;
 - g) the employees hours of work over the 4 weeks ending immediately before being required or requested to work the additional hours; and
 - h) any other relevant matter.

19. WORKING PATTERNS

59. The AFP operates in a diverse range of environments requiring varied working patterns. There are three separate working patterns in the AFP, one of which will be assigned to a position or role, up to and including Band 8, in order to best achieve business outcomes.
60. Band 9 employees do not have access to the provisions within this clause.

19.1. Establishing Working Patterns

61. Working patterns will be linked to organisational outcomes and reflect the actual requirements of the position or role.
62. Working patterns will be assigned to a position or role by the Commissioner as detailed in Attachment C and can be implemented during the life of this Agreement. Where, during the life of this Agreement the Commissioner determines that a particular position or role requires a different working pattern to meet organisational outcomes due to a change in the operating environment, the Commissioner may assign a different working pattern to the particular position or role.
63. The Commissioner will consult with affected employees in establishing, reviewing and assigning working patterns to positions or roles, in accordance with the consultation provisions of this Agreement. Where any variation is proposed or required, the Commissioner will provide affected employees with 28 days prior notice in writing. Any disputes in relation to this sub clause, will be dealt with under the dispute avoidance and settlement procedures of this Agreement.

19.2. Composite Allowance

64. Depending on the working pattern, a composite allowance is payable in recognition of working hours and patterns associated with the specific position or role. Where an employee is in receipt of a composite allowance, they are expected to work and be available to work in the patterns for which the composite allowance is compensating.
65. Composites are not used for salary adjustments, experience premiums or additional hours arrangements.

19.3. Management Initiated Transfer

66. Where an employee is in receipt of a composite relative to the Rostered Operations or Operations working pattern and they are assigned duties to a role within the Support working pattern they will retain their original Operations or Rostered Operations base composite unless the assignment of duties was as a result of;

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- a) An advertised vacancy
 - b) An advertised expression of interest
 - c) A voluntary/requested transfer
 - d) The expiry of a term transfer
 - e) The implementation of an AFP rotational policy
 - f) 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.
67. Where a base composite continues to be paid for a period of time consistent with this sub-clause, the conditions of that working pattern will apply.

20. WORKING PATTERN DESCRIPTORS

20.1. Support

68. A normal working week for employees working the Support working pattern will be Monday to Friday excluding public holidays.
69. Employees will work 520 hours over a three calendar month averaging period (average of 8 hours per day).
70. Where an agreement exists between the Team Leader 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.
71. Where an employee requests, and it is agreed to by the Team Leader, an employee may be able to work outside the normal hours on a regular or ad-hoc basis.
72. Split shifts will only be worked by genuine agreement between the employee and the Team Leader.

20.1.1. Pre-Purchased Additional Hours

73. Where the Office/Functional Manager identifies, through the annual business planning process, a need for regular additional hours for identified high volume periods, they may enter into an agreement with an employee or group of employees up to and including Band 8, to pre-purchase reasonable additional hours up to a maximum of 6 hours per week for the duration of the high volume period.
74. An identified high volume averaging period should be no less than a 3 calendar month averaging period and will be no more than 12 months.

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75. An employee will receive an additional composite of 4% of their normal base salary for each pre-purchased hour per week.
76. Pre-purchased additional hours can be used inside or outside 6am to 8pm Monday to Friday, however, ordinary hours can only be used 6am to 8pm Monday to Friday.
77. All arrangements for the purchase of additional hours to employees are subject to:
 - a) agreement between the employee and Team Leader;
 - b) the approval of the relevant senior executive functional or office manager;
 - c) must be genuinely and freely entered into by the employee and not be compulsory;
 - d) must be acquitted over the averaging period; and
 - e) time recording of hours worked.
78. This sub clause may only be applied prospectively.

20.1.2. Emergency extra duty

79. Where the Team Leader identifies short peaks in workload of not more than one month and neither pre-purchased hours nor Flex time meet the needs of the workplace, subject to approval of a SES employee or delegate, a Team Leader and employee may purchase reasonable additional hours for emergency extra duty to be paid at the overtime rate for each additional hour (or part thereof).
80. Emergency extra duty hours may be directed to be worked at any time and must be acquitted within the three calendar month averaging period applicable to employees within the Support working pattern.
81. Generally this sub-clause should be applied prospectively however; retrospective application may be approved where circumstances prevent prospective application.

20.1.3. Flex time

82. Employees working a Support working pattern and who are classified up to and including Band 8 will have access to flex time provisions consistent with this sub clause.
83. Flex-time may be accrued during the bandwidth of 0600 to 2000 Monday to Friday.
84. A flex credit is the accumulation of time worked in addition to an employee's regular hours in the 3 month averaging period. A Team Leader can direct

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an employee not to work hours in addition to their specified regular hours where there is insufficient work.

85. A flex credit of up to 16 hours in an averaging period is an acceptable credit for full time employees and can be carried over indefinitely.
86. A flex debit of up to 16 hours of a full time employee is an acceptable debit and can be carried over indefinitely.
87. Where the Team Leader agrees it is not possible for an employee to use flex credits before ceasing employment, credits up to the maximum carryover amount will be paid to the employee based on their base rate of pay.
88. Any flex debits an employee has when they cease employment will be recovered from any termination payment owing to the employee.
89. Flex leave is where an employee works less than their regular hours on any day. Prior approval is required for any flex leave.
90. Where a Team Leader has, within the previous six months, warned or counseled an employee about the inappropriate use of flex time the Team Leader can direct the employee to work regular hours without access to flex time for a specified period of time.

20.1.4. Recalled to Duty

91. This sub-clause applies to employees working a Support working pattern whose role is classified up to and including Band 8.
92. Where an employee is recalled to duty for operational reasons and is not in receipt of an on-call allowance, or required to work on a scheduled day off, double time hours will count towards their maximum required hours as determined by their actual working pattern, equal to the greater amount of:
 - a) the actual hours worked (x2); or
 - b) A total of five (5) hours.
93. Where an employee is in receipt of an on-call allowance and is recalled to duty for operational reasons, any time worked during such recall plus 30 minutes travelling time each way to and from work will count as double time hours towards their total hours worked over the three calendar month averaging period.

20.2. Operations

94. Employees working an Operations working pattern are required to work flexibly in patterns determined by the relevant Team Leader in consultation with team members.

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95. All hours worked within the Operations working pattern must be approved working hours.

20.2.1. Standard Working Pattern

96. Employees working Operations working pattern will work 520 hours (average of 40 hours per week) over a three calendar month averaging period.

20.2.2. High Volume Working Pattern

97. Employees working an Operations working pattern in an identified high volume area (as outlined in attachment C) will work 520 hours plus 91 additional hours (average of 47 hours per week) over a three calendar month averaging period.

98. Note to sub clause above:

- a) If the 611 hours have not been exhausted by the end of the three calendar month averaging period, all the hours will be deemed to have been worked and therefore reconciled.
- b) The reasonable additional hours required to be worked for the three calendar month averaging period will be reduced by 1 hour and 24 minutes for every working day an employee is on leave or on an approved training course.

20.2.3. Flexibility descriptor

99. There are neither core hours nor a bandwidth for Operations working patterns. However, where an employee undertakes routine operational work or administrative tasks as part of their normal duties, this should be performed within the hours of 0600 to 2000 Monday to Friday. It is expected that working hours will only be required to be worked outside of normal hours for operational reasons.

100. For the purposes of this sub-clause, operational reasons refers to duties performed by the employee, which are directly related to time critical or contingent operational outcomes, as detailed below:

- a) an urgent investigative enquiry;
- b) enquiries for an ongoing investigation;
- c) electronic and physical surveillance;
- d) incidents affecting national security;
- e) records of interview and arrest;
- f) obtaining and completing urgent witness and police statements;
- g) preparation and execution of warrants;

- h) attending court;
- i) completion of an outstanding brief of evidence to meet the judicial timetable;
- j) rostered response situations where flexible rostered duty is required to meet the AFP's contingent operational responsibilities;
- k) covert operational requirements
- l) Close Personal Protection operational requirements; and
- m)ASO operational requirements

20.2.4. Safety Net Provisions

- a) Employees will not be required to work in excess of;
 - i) 16 continuous hours over any 24 hour period;
 - ii) 60 hours over any 7 day period; and
 - iii) 200 hours over any 28-day period where a working pattern in accordance with sub clause 20.2.1 is assigned or 220 hours over any 28-day period where a working pattern in accordance with sub clause 20.2.2 is assigned.
- b) Hourly limits in sub clause 20.2.4 (a)(b) and (c) will only be exceeded in an emergency or where operational continuity is essential. Where hourly limits are exceeded 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 an employee requests, and by agreement with a Team Leader, double time hours may count towards the total hours in the three calendar month averaging period in lieu of payment;
- c) Subject to sub clause 20.2.8, employees working a standard working pattern, will not be required to work more than 520 hours or, in the case of employees working a high volume working pattern, will not be required to work more than 611 hours over a three calendar month averaging period;
- d) Subject to clause 22, employees will receive a minimum rest break;
 - i) for any period of duty in excess of eight (8) hours duration but less than or equal to 16 hours durations, a mandatory minimum rest period of eleven hours will apply;
 - ii) for any period of duty in excess of sixteen (16) hours duration, a mandatory minimum rest period of sixteen (16) hours will apply.
- e) Where it is operationally necessary for an employee to return to work prior to the completion of the mandatory rest period and subject to clause 22, double time hours will count towards the total hours in the three calendar month averaging period until the mandatory rest period is taken;
- f) Where it is necessary for an employee to attend duty for 10 consecutive days, they will be stood-down for a minimum period of two weekdays before being required to resume duty. Where this cannot occur due to an

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emergency or where operational continuity is essential, double time hours will count towards the total hours in the three calendar month averaging period until the minimum period of stand down occurs;

- g) Employees will not be required to work more than an average of one (1) in two (2) weekends reconciled over the three calendar month averaging period;
- h) 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 weekend day worked;
- i) There should be no more than 7 night shifts in a 28 day period reconciled over the three calendar month quarter;
- j) Unless agreed by the affected employee(s), there will be no requirement to work more than seven (7) eight (8) hour shifts in a row or three (3) twelve (12) hour shifts in a row;
- k) Unless alternative arrangements are agreed by the affected employee(s), night shift will be worked as a block of no less than two (2) consecutive night shifts and no more than three (3) consecutive twelve (12) hour night shifts;
- l) Adequate rest days will be provided between blocks of duty and will include unbroken weekends where possible.
- m) Employees will not be required to work less than 8 hours for each normal or rostered occurrence unless an agreement exists between the employee and the Team Leader. This requirement does not relate to recalled to duty when on call or emergency duty.
- n) Split shifts will only be worked by genuine agreement between employee and Team Leader.

20.2.5. Composite

- 101. Employees working Operations working patterns whose role is classified up to and including Band 8 will receive a base composite of 22% of their base salary. This composite is in recognition of the flexibility expected from an employee in their working patterns.
- 102. Employees working Operations working patterns in identified high volume areas whose role is classified up to and including Band 8 will receive an additional composite of 35% of their base salary. This composite is in recognition of the required additional hours.
- 103. The base composite of 22% will be deemed to count as salary for superannuation consistent with clause 53 of this Agreement.

20.2.6. Night shift premium

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104. Employees whose role is classified up to and including Band 8 and working an Operations working pattern will be paid a Night Shift Premium consistent with this sub-clause.
105. For the purpose of this sub-clause, night shift is deemed to be duty worked between 0000 and 0600 hours. Night shift premium payments will only be paid for hours worked during this period.
106. The night shift premium will be in the amount of \$5.50 for each hour worked between 0000 and 0600 hours. The night shift premium will increase each year at a rate commensurate with the pay rises articulated in this Agreement.

20.2.7. Operations recalled to duty provision

107. This sub clause applies to employees working an Operations working pattern whose role is classified up to and including Band 8.
108. Where an employee is recalled to duty for operational reasons and has been given at least 12 hours notice and is not in receipt of an on-call allowance, any time worked during such a recall will count as single time hours towards their total hours worked over the three calendar month averaging period and will occur in accordance with clause 20.2.4(m).
109. Where an employee is recalled to duty for operational reasons and has not been given at least 12 hours notice and is not in receipt of an on-call allowance, any time worked during such a recall plus 30 minutes travelling time each way to and from work will count as double time hours towards their total hours worked over the three calendar month averaging period equal to the greater amount of;
 - a) the actual hours worked (x2); or
 - b) A total of five (5) hours.
110. Where an employee is in receipt of an on-call allowance and is recalled to duty for operational reasons, any time worked during such recall plus 30 minutes travelling time each way to and from work will count as double time hours towards their total hours worked over the three calendar month averaging period.

20.2.8. Emergency extra duty

111. Where the Team Leader identifies short peaks in workload of not more than one month and subject to approval of a SES employee or delegate, a Team Leader and employee may purchase reasonable additional hours for emergency extra duty to be paid at the overtime rate for each additional hour (or part thereof).

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112. Emergency extra duty hours may be directed to be worked at any time and must be acquitted within the three calendar month averaging period for the Operations working pattern.

20.3. Rostered Operations

113. Employees working a Rostered Operations working pattern have their work normally organised around rostered or articulated working patterns. This working pattern can apply to any employee who is a "shift worker" and any other role as determined by the Commissioner in accordance with sub-clause 19.1.
114. A shift worker is defined as an employee who is rostered to perform ordinary hours of duty on a 24 hour, seven-day rostered arrangement including public Holidays for an ongoing or fixed period. This will normally involve an alternating pattern covering a minimum of two (2) different shift patterns.
115. An employee classified up to and including Band 8 who is directed to work in excess of their rostered hours will be paid consistent with the rostered overtime provision.

20.3.1. Roster Principles

116. 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.
117. Shift working arrangements may be varied to meet the operational needs of a particular workplace. Such changes will be developed in consultation with affected employees and, where they choose, their nominated representatives, including a registered industrial organisation.
118. Variations to shift working arrangements may also be implemented on an individual basis providing that the AFP and the individual enter into a genuine and free agreement in relation to working patterns.
119. The following provisions should be applied in the development of flexible shift work hours and/or new 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 twelve (12) hours and not less than eight (8) hours may be rostered to suit operational or employee

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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 seven (7) eight (8) hour shifts in a row or three (3) twelve (12) hour shifts in a row.
- d) unless alternative arrangements are agreed by the affected employee(s), night shift will be worked as a block of no less than two (2) consecutive night shifts and no more than three (3) consecutive twelve (12) hour night shifts;
- e) employees will not be required to work more than an average of one (1) in two (2) weekends reconciled over the roster period;
- f) where an employee is required to work more than an average of one (1) in two (2) 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 will 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 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 Team Leader, double time hours may count towards the total hours in the roster period in lieu of payment.
- j) for any period of duty in excess of eight (8) hours duration but less than or equal to 16 hours durations and where not inconsistent with clause 22, a mandatory minimum rest period of eleven hours will apply.
- k) for any period of duty in excess of sixteen (16) hours duration, a mandatory minimum rest period of sixteen (16) hours will apply where not inconsistent with clause 22.
- 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 and subject to clause 22, hours worked will be paid the overtime rate until the mandatory rest period is taken.

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- n) employees are to be provided with four (4) weeks notice of rosters, with rosters placed on the AFP website or placed in an obvious place in the employee's Station;
 - o) employees are to be individually advised of changes to shifts not later than five (5) 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 Team Leader.
 - r) Employees will be given a mix of day, afternoon and 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.
 - t) Rostered Operations employees will be given rostered days off and mandatory recreation leave as full calendar days only.
120. No provision of this Agreement shall inhibit the development of an appropriate and best practice roster if such roster has been implemented in accordance with the provisions above.

20.3.2. Composite

121. Employees working Rostered Operations working patterns whose role is classified up to and including Band 8 will receive a base composite of 22% of their normal base salary. This composite is in recognition of the rostered shift work environment.
122. The base composite of 22% will be deemed to count as salary for superannuation consistent with clause 53 of this Agreement.

20.3.3. Overtime

123. Employees classified up to and including Band 8 and working a Rostered Operations working pattern will have access to Overtime provisions consistent with this sub clause.
124. Where an employee is directed to work reasonable additional hours in excess of their rostered shift hours they will be paid the overtime rate.
125. Where approved, employees may elect to take time off in lieu of salary payment at a rate of two hours for each overtime hour worked. This time

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can be banked to a maximum of 40 hours and taken off in consultation with the Team Leader. All efforts will be made by the relevant Team Leader to allow the team member to take time in lieu off within a reasonable time, 56 days unless otherwise mutually agreed by the employee and Team Leader, a written record of this Agreement should be entered in to by both parties in such cases where the time in lieu will not be acquitted within 56 days.

126. All overtime hours worked in excess of the rostered hours must be approved in writing, where practicable, prior to those hours being worked. Where written approval is not provided prior to the hours being worked, subsequent written approval must be obtained within the next rostered shift of the overtime being completed.

20.3.4. Night shift premium

127. Employees whose role is classified up to and including Band 8 and working a Rostered Operations working pattern will be paid a Night Shift Premium consistent with this sub clause. Employees in receipt of overtime are not eligible for Night Shift Premium.
128. For the purpose of this sub clause, night shift is deemed to be normal, rostered duty worked between 0000 and 0600 hours. Night shift premium payments will only be paid for hours worked during this period.
129. The night shift premium will be in the amount of \$5.50 for each rostered hour worked between 0000 and 0600 hours. The night shift premium will increase each year at a rate commensurate with the pay rises articulated in this Agreement.

20.3.5. Recalled to Duty

130. This sub-clause applies to employees working a Rostered Operations working pattern whose role is classified up to and including Band 8.
131. Where an employee is recalled to duty for operational reasons and is not in receipt of an on-call allowance, or required to work on a scheduled day off, overtime rate will be paid, equal to the greater amount of;
- a) the actual hours worked (x2); or
 - b) A total of five (5) hours.
132. Where an employee is receipt of an on-call allowance and is recalled to duty for operational reasons, any time worked during such recall plus 30 minutes travelling time each way to and from work, the overtime rate will be paid.

21. WORKING PATTERNS AND PUBLIC HOLIDAYS

133. This clause applies to employees classified up to and including Band 8 only.
134. Where an employee does not work on a Public Holiday where, if not for the public holiday they would normally have worked, they shall be paid base salary plus composite for the day and the standard hours for that day credited to the hours worked for that period.
135. If an employee working a Rostered Operations working pattern is rostered off duty on a Public Holiday, they will be paid an additional one day's pay at the base salary hourly penalty rate.
136. If an employee is rostered on duty or is required to perform duty on a day treated as a public holiday and their working pattern is:
- a) Operations or Support, then double time hours will count towards their total hours over the relevant averaging period.
 - b) Rostered Operations, then will be paid an additional base salary hourly penalty rate for the hours worked.

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GENERAL ALLOWANCES

22. RAPID RESPONSE

137. Where the Commissioner determines that a major unforeseen and urgent operation has arisen and an employee or group of employees is given little or no notice of the required deployment, they will be paid a rapid response composite based on the following factors determined by the Commissioner.

<i>Deployment factors</i>				
Period of Notice	> 2 days	between 24 and 48 hours	<24 hours	
	0%	5%	10%	
Nature of the duties/working & living conditions	Routine	High volume standard conditions	High volume substandard conditions	Extreme
	0%	10%	15%	20%

138. A rapid response composite will be paid for the lesser period of;

- a) The duration of the initial deployment; or
- b) 4 weeks.

139. Where the initial deployment exceeds 4 weeks in duration, an employee may be temporarily assigned an Operations or Rostered Operations working pattern (regardless of their normal working pattern) for the remainder of the deployment period. The assignment of a temporary working pattern is dependent upon the workload commitments requirements for the successful completion of the deployment. Where this occurs, the employee will be paid in accordance with that working pattern.

140. The rapid response composite will be calculated on the employee's base salary and will be in addition to any existing composite payments. However, an employee in receipt of a rapid response allowance will not be eligible for payment under sub clauses 20.2.4(d) and (e) and 20.3.1(j),(k),(l) and (m) attached to their normal working pattern. The rapid response composite will not count as salary for superannuation purposes.

23. ON CALL

141. Employees classified up to and including Band 8 may have access to an on call allowance consistent with this clause.

142. Where an employee is required and directed, prior to ceasing duty, to be contactable and available to return to duty the employee will be entitled to

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be paid an on-call allowance for each period of up to 24 hours (or part thereof) of:

- a) \$25 - Monday to Friday;
- b) \$35 - Saturday and Sunday;
- c) \$50 - Public Holidays.

143. Employees will normally have a maximum on-call period of 7 days in 28 days. Where an employee is required to work in excess of 7 days on call in a 28-day period, they will be paid the following on call allowance for the additional days:

- a) \$35-Monday to Friday;
- b) \$50-Saturday and Sunday;
- c) \$50-Public Holidays

144. An employee may refuse to be placed on call for a period in excess of 7 days in a 28-day period.

145. To be eligible to claim recall to duty, whilst directed or rostered 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 thirty (30) minutes.

24. RESTRICTED DUTY PREMIUM

146. Employee classified up to and including Band 8 may have access to a restricted duty premium consistent with this clause.

147. Where an employee is required by a direction from a National Manager:

- a) to remain in attendance at a place of duty outside of their normal working hours until recalled or required to perform duty; and
- b) only has available basic accommodation and amenities for sleeping; and
- c) the attendance is overnight.

148. A restricted duty premium of \$100.00 will be paid for each complete 24-hour period involved in the deployment.

149. Where an employee is deployed in these circumstances, the time credited toward the hours worked by the employee will be a minimum of eight (8)

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hours or the actual time they are required to perform duty (whichever is the greater) for each 24 hour period they are on deployment.

150. Restricted duty is characterised by no choice over such issues as personal comfort, diet and access to entertainment.
151. Where an employee receives another form of compensation provided elsewhere in this Agreement for such deployment, they will not be entitled to receive this premium.

25. STATIC DUTY

152. An employee performing guard duty that does not have access to hygienic toilet, hand-washing facilities, heating and shelter from extreme climatic conditions will be paid an allowance at the rate of \$2.50 per hour or part thereof while performing those duties.

26. DEPLOYMENT COSTS

153. The AFP will meet reasonable costs arising from the relocation of an employee and their household as the result of merit based selection including an advertised expression of interest, or a management initiated transfer. 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.

27. DEPLOYMENT ASSISTANCE ALLOWANCE (DAA)

154. A deployment assistance allowance (DAA) of up to 5% of base salary up to maximum of \$5000 per annum (paid pro-rata on a fortnightly basis in normal pay), calculated over a financial year, will be paid to classes of employees who are deployed to a high cost area, and/or where difficulties exist in attracting or retaining employees in an area, either of which are nominated by the Commissioner. In exceptional circumstances, the Commissioner may authorise a higher DAA.

155. DAA will not count as salary for superannuation.

28. ASO FLIGHT OPERATIONS ALLOWANCE

156. Employees performing the role of an Air Security Officer who are rostered to undertake duties on board an aircraft as part of their core duties will receive a Flight Operations Allowance of \$15000 per annum paid pro-rata on a fortnightly basis in their regular pay.
157. The Flight Operations Allowance is payable to the employee in recognition of the operational environment and the time necessarily spent away from home base. The Flight Operations Allowance is only payable to employees whose ASO essential qualifications are current.

158. This allowance will not count as part of the employee's base salary or as salary for superannuation purposes and is not payable during long service leave or miscellaneous leave.

29. EMPLOYMENT RELATED TRAVEL

159. The AFP will meet all approved costs associated with AFP employment related travel requirements.

29.1. Excess travelling time

160. An employee, who is required to undertake travel for work related reasons travelling away from their usual place of work within the general bandwidth of 0600 – 2000 Monday to Friday or within their normal rostered hours, will be deemed to be on duty for the period required to travel to and from the destination where they are required to work.
161. An employee up to and including Band 8, travelling away from their usual place of work outside the general bandwidth of 0600 – 2000 Monday to Friday or outside their normal rostered hours, will be paid single time for excess time necessarily spent in transit provided the time exceeds 30 minutes on any one day. Any excess travelling time paid under this sub clause will not count as hours worked within the given averaging period. An employee may elect to take time off in lieu of payment of excess travelling time at single time rate.
162. Excess travelling time excludes overtime and any reasonable additional hours or emergency duty hours.

29.2. Rest periods after International Air Travel

29.2.1. Air Security Officers

163. Where the employee is required to perform duty on any flight, the following rest periods will apply;
- a) for flights of more than 6 hours and up to and including 12 hours in duration a minimum 12 hour rest period;
 - b) for flight of a duration in excess of 12 hours and up to and including 24 hours in duration, a minimum 24 hour rest period;
 - c) for flights in excess of 24 hours in duration a minimum rest period of 48 hours.
164. For the purposes of this sub-clause operational duty flight will be inclusive of 3 hours prior to the scheduled departure time of the flight (sign on procedures) and 1 ½ hours, unless otherwise rostered, following the actual arrival time of the flight (sign off procedures).

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165. For the purposes of this sub-clause, the duration of a flight will include time spent in transit at an interim location en-route to the final destination of the operational flight on which the employee is rostered to perform duty.

29.2.2. All other employees

166. 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.

167. 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.

168. If the employee is directed to commence duty prior to the minimum rest periods being met, they will be paid at double time rates for all hours of duty until the time that they are given their minimum rest periods.

169. Nothing in this sub-clause prevents an employee from commencing duty before the minimum rest period is completed, provided there is mutual agreement between the employee and their manager.

170. For the purposes of this section, the duration of a flight includes one hour prior to departure and one hour after arrival and any time spent in transit at an interim location en-route to the final destination.

29.3. Excess travel provision

171. Where an employee is required to stay away from their place of residence overnight for 20 nights or more for operational reasons in the three calendar month averaging period, they will be provided two paid stand down days to be taken within the next three calendar month averaging period.

172. For the purpose of this provision, operational reasons are those contained in sub clause 20.2.3.

FLEXIBILITY IN THE WORKPLACE

30. PART-TIME WORK

173. Part-time work provides a flexible employment option for employees and a valuable mechanism for matching employee personal commitments with the operational and workload commitments of the AFP. Subject to the operational requirements of the organisation, part-time work is available to all AFP employees.
174. An employee who wishes to work part-time may negotiate the part-time arrangements with the Senior Executive AFP employee responsible for the area in which the employee is working.
175. All benefits referred to in this Agreement will be appropriately pro-rated for any employee entering into an approved part-time work arrangement.
176. Relevant composite allowances are payable on the new pro-rated base salary, provided the employee is able to work the patterns associated with the relevant composite.

31. JOB SHARING

177. Subject to the operational requirements of the AFP and the merit of the employee's application, a Senior Executive employee may approve job sharing arrangements between two or more part-time employees.

32. HOME-BASED WORK

178. Subject to the operational, administrative, security and safety arrangements of the AFP, a Senior Executive employee may enter into a home-based working arrangement with an employee.

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WORKFORCE ADJUSTMENT

33. REDEPLOYMENT, REDUCTION OR REDUNDANCY

179. Where the Commissioner determines that one or more employees are excess to requirements, those employees who are excess will be subject to redeployment, reduction in classification or redundancy process.
180. 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 it 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 and the Commissioner has determined that these provisions will apply to the employee.
181. Where the Commissioner becomes aware that an employee is likely to become potentially excess, the Commissioner will advise the employee in writing, as soon as practicable of the situation. The advice will include the reasons for the Commissioner considering that an employee is likely to become excess. The Commissioner will consider any written response the affected employee may make.
182. For redeployment or reduction in classification under the terms of this Agreement, an employee will be moved to a suitable job at or below their substantive classification level.
183. Where an employee is moved to a job below their substantive classification level in accordance with this clause, they will maintain their previous salary.
184. For redundancy under the terms of this Agreement, the following payments are to apply;
- a) 2 weeks per completed year of service prior to 1 July 1990 and pro-rata payment for each completed month of service since the last completed year; and
 - b) For eligible service post 1 July 1990;
 - i. Twelve weeks pay for up to and including 3 years service;
 - ii. Eighteen weeks pay for service in excess of three years and up to six years;

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- iii. Thirty six weeks pay for service in excess of six years and up to nine years; and
 - iv. Fifty two weeks pay for service in excess of nine years.
185. Eligible service excludes any period of employment with the AFP between 1 July 1990 and 11 November 1999 unless the employee did not have an entitlement to AFPAS for that period.
186. The above payments do not include payments in lieu of notice.
187. 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.
188. Redundancy payments will be limited to a maximum payment of 52 weeks.

33.1. Eligible Service for Redundancy Pay Purposes

189. 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 or of a Territory; the Australian Public Service or the Australian Defence Force will be aggregated with service or employment with the Commonwealth Police Force, Police Force of the Australian Capital Territory, the Narcotics Enforcement Branch of the Operations Division in the Department of Business and Consumer Affairs and the employee’s current service or employment with the Australian Federal Police, if there was no break, 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 employee’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.
190. 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.

33.2. Rate of Payment

191. For the purposes of calculating any payment under the above sub clause, "salary" includes:

- a) full-time employee:
 - i. the employee's full-time base salary paid at the ordinary time rate;
- b) part-time employee:
 - i. 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;
- 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.

33.3. Period of Notice – Termination

192. Where an employee's employment is terminated, the period of notice will be:

- a) four (4) weeks; or
- b) In the case of an employee over 45 years of age with at least five (5) years continuous service - five (5) weeks.

33.4. Payment in lieu of notice

193. Where the Commissioner directs, or the employee requests, a termination date within the notice period, the employee's employment will terminate on that date.

194. The employee will be paid compensation instead of notice for the unexpired portion of the notice period.

195. The payments an employee would have received in respect of the ordinary time the employee would have worked during the period of notice, had the employment not been terminated, will be used in calculating any payment in lieu of notice.

33.5. Support during notice period

196. An employee will be entitled to reasonable time off with full pay during the notice period to attend to necessary employment interviews from the date the period of notice commences.

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197. Where expenses to attend interviews are not met by the prospective employer the employee may be entitled to reasonable travel and incidental expenses incurred, at the discretion of the Commissioner.

34. REVIEW OF DECISIONS TO TERMINATE EMPLOYMENT

198. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee has under:

- a) Division 4 of Part 12 of the *Workplace Relations Act 1996*;
- b) other Commonwealth laws (including the Constitution, the *Australian Federal Police Act 1979* and the *Administrative Decisions (Judicial Review) Act 1977*); and
- c) common law.

199. Termination of, or a decision to terminate employment, cannot be reviewed under the dispute avoidance and settlement procedures of this Agreement or under any procedures for internal review of employment action.

200. Nothing in this Agreement prevents the Commissioner from terminating the employment of an employee for serious misconduct, without further payment or payment in lieu.

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UNDER THE FREEDOM OF INFORMATION ACT 1982 (Cth)

LEAVE PROVISIONS

35. STANDARD RECREATION LEAVE

201. Employees accrue 6 weeks (228 hours) recreation leave per annum on a monthly pro-rata basis.
202. The employee's Team Leader may approve recreation leave subject to operational requirements and the employee's leave balance.
203. There is no minimum or maximum amount of recreation leave that may be approved.
204. A Team Leader will not unreasonably refuse or revoke an application for recreation leave.
205. Any periods of recreation leave count as service for all purposes.
206. The Commissioner may grant additional leave to an employee where normal Occupational Health & Safety relief is not routinely available.

35.1. Minimum Usage of Recreation Leave and Maximum Credit

207. To assist in balancing work and out of work requirements, employees are encouraged to take at least 228 hours recreation leave in each financial year.
208. Where an employee's accrued recreation leave entitlement reaches 304 hours, they may be directed to be on leave for a period of 76 hours. Where an employee is directed to be on leave, they will not be required to attend work for any reason.

35.2. Cash Out of Recreation Leave

209. Employees may cash out, on one occasion per financial year, up to 76 hours of their accrued leave balance.
210. The cash out of recreation leave will be made in 38-hour blocks and as a lump sum payment and calculated from the employees base salary rate. This payment will not count as salary for superannuation purposes.

35.3. Reduced Accrual of Recreation Leave

211. Employees may elect to reduce the accrual rate of recreation leave in return for a commensurate increase to their base salary.
212. Employees may only reduce their accrual by 38 hours or 76 hours per annum. Applications will only be approved for reductions of future recreation leave credits. To avoid doubt, applications to retrospectively reduce already accrued recreation leave credits will not be approved.

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213. An employee's leave accrual cannot be less than 152 hours per employment year (or 190 hours per employment year for employees working the Rostered Operations working pattern).
214. The value of the prospective sale of recreation leave will count as salary for superannuation.

35.4. Purchased Recreation Leave

215. Any ongoing employee may nominate to purchase additional recreation leave in return for a pro-rata adjustment to 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;
216. any purchased leave balance must be used within 12 months of the purchased leave being credited and prior to other standard recreation leave being utilised;
- c) an application to purchase leave will be submitted in writing and endorsed by the employees manager; and
 - d) only prospective purchased leave arrangements will be approved.

36. MANDATORY REST DAYS

217. Employees will be credited four (4) calendar mandatory rest days per annum.
218. One whole day will be credited quarterly on the first day of the month of July, October, January and April.
219. The mandatory rest day will be used during each quarter prior to the crediting of subsequent days and will be taken in accordance with arrangements made with the Team Leader. Unused mandatory rest days will not accrue.
220. Where an employee leaves the AFP and has not been able to take their current mandatory rest day, then it will be paid as part of their final entitlements. Any such payment cannot exceed one eight hour day.

37. PERSONAL LEAVE

221. Employees will receive 136 hours and 48 minutes (18 seven hour 36 minute days) personal leave credits per annum credited to the employee on a monthly pro-rata basis.
222. Personal leave will not be paid out on separation.

37.1. Approval

223. Personal leave may be granted to an employee in the following circumstances:

- a) for personal illness, or injury, of the employee; 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, of the member; or
 - ii. an unexpected emergency affecting the member.

37.2. Certification Requirement

224. Reasonable and legitimate requests for personal leave will be approved. However, a Team Leader may refuse personal leave or request satisfactory evidence to support a current or future application for personal leave, where there is cause to believe that the reasons for such absences, irrespective of their length, are not reasonable or legitimate.

225. Employees are required to provide satisfactory evidence to support an application for personal leave:

- a) where the employee is absent for three or more consecutive occurrences; and/or
- b) where they have been absent without satisfactory evidence for a total of five occurrences in a financial year.

37.3. Personal Illness on Recreation Leave or Long Service Leave

226. Employees who are medically unfit for duty for a minimum of one day while on recreation or long service leave and who produce a medical certificate may apply for personal leave. Recreation leave and long service leave will be re-credited to the extent of the period of personal leave granted.

37.4. Personal Leave without Pay

227. Personal leave without pay may be granted where paid personal leave entitlements have been exhausted. Such leave will count as service for all purposes.

37.5. Referrals for Medical Advice

228. Where an employee takes lengthy or regular periods of personal leave for the purpose of personal illness, and the Team Leader is concerned about the employee's ongoing fitness for duty, the Commissioner may direct an employee to be assessed by a suitably qualified and independent medical practitioner.

38. COMPASSIONATE LEAVE

229. An employee may be granted compassionate leave for the purposes of spending time with a person who is a member of the employee's immediate family or a member of the employee's household; and
- a) has a personal illness, or 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.
230. An employee is entitled to a period of 2 days of paid compassionate leave for each occasion. However, the employee is entitled to compassionate leave only if the employee provides satisfactory evidence of the illness, injury or death.
231. For the purpose of this clause, a day is deemed to be the hours the employee would normally have worked had they not taken the leave. This includes any pre-arranged reasonable additional hours or overtime.

39. MATERNITY LEAVE

232. Employees shall be entitled to Maternity Leave as contained in the *Maternity Leave (Commonwealth Employees) Act 1973*.
233. Where an employee would be eligible for a period of paid Maternity Leave under the *Maternity Leave (Commonwealth Employees) Act 1973*, the employee will be entitled to be paid for a further two weeks of the Maternity Leave period.
234. An employee may apply to spread the payment of paid Maternity Leave over a maximum period of 28 weeks by taking all or part of the leave at half normal salary. Any paid maternity leave beyond the first 14 weeks does not count as service for any purpose.
235. This administrative arrangement does not extend the total period of maternity leave available under the *Maternity Leave (Commonwealth Employees) Act 1973*.

40. ADOPTION LEAVE

236. An employee who is the primary carer will be entitled to six weeks paid Adoption Leave for the purposes of adopting a child. The adoptive child must not be a child or step-child of the employee or the employee's partner unless that child had not been in the custody and care of the employee or the employee's partner for a significant period.
237. In exceptional circumstances, the Commissioner may grant an additional eight weeks paid adoption leave.

41. DEFENCE RESERVE SERVICE LEAVE

238. The Commissioner may grant an employee Defence Reserve leave, with or without pay, to enable the employee to undertake peacetime training and/or deployment with the Australian Defence Force.
239. An employee who is a member of the ADF Reserve may be granted paid Defence Reserve 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.
240. Periods of Defence Reserve leave without pay in excess of 6 months do not count as service for annual leave purposes. Leave granted for Defence Reserve purposes counts as service for all other purposes.
241. Defence Reserve leave entitlements can be accumulated and taken over a period of two years.

42. MISCELLANEOUS LEAVE

42.1. General

242. The intention of miscellaneous leave is to provide flexibility for managers and employees by providing leave, with or without pay, for a variety of purposes. The Commissioner may grant Miscellaneous Leave, having regard to the operational needs of the AFP.
243. Leave may be granted:
- for the period requested or for another period;
 - with or without pay; and
 - subject to conditions.
244. Where leave is refused the employee will be notified of the reason for the decision.

42.1.1. Miscellaneous Leave with Pay

245. Miscellaneous Leave with Pay may be granted for reasons including;
- study leave, in accordance with the approved Study Leave program;
 - requirement to undertake jury service;
 - war service sick leave;
 - additional compassionate leave;
 - NAIDOC;
 - participation in State Emergency Service activities;

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- g) non-AFP employment or work in the interest of the AFP or law enforcement;
 - h) Paternity leave; and
 - i) Any other purpose deemed by the Commissioner.
246. There is no minimum or maximum period of Miscellaneous Leave that may be approved. However, the first seven (7) days of Miscellaneous Leave with Pay will be paid at the employee's normal rate of pay inclusive of the employee's normal composite payment.
247. The Commissioner will decide as to whether the payment of the employee's composite is appropriate for the remainder of the period of Miscellaneous Leave with Pay.

42.1.2. Miscellaneous Leave without Pay

248. Miscellaneous Leave without Pay may be granted in the interests of the employee and operational needs acceptable to the AFP. For example:
- a) Personal and development training;
 - b) Days of cultural or religious significance for employees;
 - c) Accompanying a partner on posting;
 - d) Non-AFP employment or work in the interest of the AFP or law enforcement;
 - e) Parental leave;
 - f) Participation in major national and/or international sporting events; and
 - g) For any other purposes where other types of paid leave have been exhausted.
249. Unless deemed otherwise by the Commissioner, Miscellaneous Leave without Pay will not count as service for any purpose.

43. AIR SECURITY OFFICER ADDITIONAL LEAVE

250. An employee performing the role of an Air Security Officer can access a further 6 days paid leave per calendar year for sickness associated with Upper Respiratory Tract Infection or Deep Vein Thrombosis.
251. The Commissioner may approve this leave subject to the production of a medical certificate identifying the existence of either of the medical conditions outlined in this clause.
252. This leave will not accrue and will not be paid out upon separation.

44. CONTINUATION OF BASE SALARY AND COMPOSITES FOR LEAVE PURPOSES

253. All authorised paid leave, excluding Long Service Leave, provided for in this Agreement will be paid at the employees base salary and relevant composite allowance subject to sub clause 42.1.1.

45. PUBLIC HOLIDAYS / CHRISTMAS STAND-DOWN

254. The number of public holidays will not exceed thirteen (13) in a year. The AFP will treat the following days in any location as designated public holidays:

New Year's Day (or substitute day);
Australia Day (or substitute day);
Good Friday and the following Saturday;
Easter Monday;
Anzac Day;
Queen's Birthday Observance Day;
Labour Day or equivalent;
Christmas Day (or substitute day);
Boxing Day (or substitute day);
Public Service Christmas holiday; and
Up to two further local public holidays

255. 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. An employee may not have both the actual day and the substituted day deemed a public holiday.

45.1. Christmas/Easter Closedown

256. In addition to the public holidays listed above, the two normal working days between Christmas and New Year will be treated as public holidays and the Sunday within the Easter weekend.

45.2. Public Holiday during Recreation or Personal Leave

257. Where a public holiday occurs during any period of recreation leave or personal leave, the period of the public holiday will not be deducted from the employee's recreation or personal leave credit, nor is it to count towards the minimum usage requirements.

258. Where an employee performing duties in a rostered work environment is rostered to work on a Public Holiday and avails themselves of personal leave for that day, their personal leave balance will be reduced by one day for the absence on the Public Holiday.

WORKPLACE RELATIONSHIPS

46. CONSULTATION

259. 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.
260. 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.
261. 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.

47. DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURE

262. For the purpose of preventing and settling disputes arising from this Agreement, the dispute avoidance and settlement procedures specified below will be followed.
263. Wherever possible, disputes will be resolved between the relevant Team Leaders and the employee.
264. For the purpose of this clause, party to a dispute means the AFP or an individual employee or a group of employees bound by this Agreement. A party to the dispute may appoint another person, organisation or association to accompany and/or represent them in relation to a dispute.

Step 1

265. If a workplace dispute occurs the employee(s) concerned (and, where they choose, their representatives) should raise the matter with the manager/supervisor. The manager/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 employees within 14 days.

Step 2

266. If the dispute is not resolved at the manager/supervisor level it may be referred to the senior manager or geographical officer manager. The manager will then have the responsibility and the authority to investigate and resolve the matter to the satisfaction of all parties. The relevant

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manager will normally respond to the employees within 14 days of receiving notice of the dispute;

Step 3

267. If the dispute is not able to be resolved it may be referred to the National Manager Human Resources for resolution.

Step 4

268. Where a dispute is not resolved after the processes undertaken in accordance with the internal dispute resolution process, a party to the dispute and, where they choose, their representative, may apply to the AIRC to conduct a further dispute resolution process in relation to the dispute.

269. The AIRC will dismiss the dispute and refrain from conducting a further dispute resolution process, if:

- a) the application is in relation to a dispute which is not a dispute about the application, interpretation or implementation of this Agreement;
- b) the application for further dispute resolution is frivolous or vexatious;
- c) the earlier steps for settlement of the dispute referred to in this clause have not been followed by the affected party;
- d) the step 1 dispute was formally notified to the delegate more than 12 months after the action happened, or did not happen and the AIRC is of the opinion that there is no acceptable explanation as to why the notification was not made within that period;
- e) the affected employee has previously notified a dispute about the matter and that dispute was finalised;
- f) the matter is the subject of proceedings or has already been settled as a result of proceedings, whether before a court or another body, under a law of the Commonwealth or of a State or Territory relating to the prevention of discrimination or to equal opportunity; or
- g) the person who originated the dispute ceases to be an employee of the AFP.

270. The AIRC may conduct any or all of the following dispute resolution processes to assist the parties to the dispute to resolve that dispute:

- a) conferencing;
- b) mediation;
- c) assisted negotiation;
- d) neutral evaluation;

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- e) case appraisal (which may include recommending referral of the matter to another or an alternative process which is, in the view of the AIRC more appropriate;
 - f) conciliation; or
 - g) arbitration.
271. In conducting further dispute resolution, the AIRC may:
- a) conduct the processes and undertake the actions referred to in this clause;
 - b) conduct a hearing;
 - c) take evidence on oath or affirmation;
 - d) summon to appear before the AIRC any party to the dispute, witnesses or persons whose presence the AIRC believes would assist in the resolution of the dispute;
 - e) compel the production of documents and/or materials that relate to the dispute;
 - f) give directions in relation to procedural matters arising in the dispute resolution process;
 - g) arbitrate and determine the dispute (including, where appropriate, in the absence of any party to the dispute or person who has been notified of the dispute or who has been summonsed to appear);
 - h) hold a ballot of affected employees where in the opinion of the AIRC such a ballot may assist in the resolution of the dispute;
 - i) have recorded and transcribed proceedings before the AIRC;
 - j) subject to the limits set out in a, b and c, take such other actions to assist the parties to resolve a dispute as the parties to the dispute agree.
272. Any decision or direction the AIRC makes in relation to the dispute, including procedural directions, shall be accepted by all affected persons, and a decision made as a result of arbitration shall be accepted by the parties as settlement of the dispute and will be complied with, subject to either party exercising a right of appeal against the decision to a Full Bench.
273. In exercising its powers under this clause, the AIRC shall act according to equity, good conscience and the merits of the case without regard to technicalities and legal form.
274. The AIRC shall apply the rules of natural justice and shall ensure the parties have a reasonable opportunity to be heard.
275. Notwithstanding the above, the parties may agree to submit the dispute to a body or person other than the AIRC. To avoid doubt, an attempt to reach such an agreement is not a condition precedent to referring the dispute to

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the AIRC. Where the parties agree to submit the dispute to another body or person, the parties agree that:

- a) all of the above provisions apply;
- b) references to the AIRC in the above provisions will be read as a reference to the agreed body or person; and
- c) all obligations and requirements on the parties and other relevant persons in the above provisions shall be complied with.

276. Nothing contained in this procedure will prevent the AFP, employees or, where they choose, their representatives from entering into negotiations at any level if it seems likely to help resolve the problem. Where the employer, an employee or where they choose, their representatives initiate a negotiation process, then they must advise the other parties involved in the dispute.

277. Nothing in this section will limit the powers of the Commissioner granted under the *Australian Federal Police Act 1979*, as amended.

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TRANSITIONAL ARRANGEMENTS

48. PROTECTIVE SERVICE OFFICER SALARY TRANSLATION

278. Protective Service employees to whom the AFP Protective Service Officer Certified Agreement 2005 applied, as of the date of lodgement of this Agreement, will translate from the superseded Protective Service Classification Structure to the AFP classification structure as follows:

PSO Classification	PSO Pay Point	AFP Classification	Pay Point
Trainee PSO	2	Band 2	2.1
PSO 1	2.1	Band 2	2.2
	2.2		2.2
	2.3		2.3
	2.4		2.4
	2.5		2.5
PSO 2	3.1	Band 4	4.1
	3.2		4.1
	3.3		4.1
	3.4		4.1
SPSO	4.1	Band 5	5.1
	4.2		5.1
	4.3		5.1
	4.4		5.1

279. A Protective Service employee whom is a PSO 2 and translates to Band 4 pay point 1 or a Protective Service employee whom is a SPSO and translates to Band 5 pay point 1, for the purpose of sub clause 13.2, the next increment date will be 12 months from date of lodgement of this agreement.

280. A Protective Service employee to whom the *AFP Protective Service Officer Certified Agreement 2005* applied, who as of the date of lodgement of this Agreement possesses current qualifications and is required to perform the duties of a Bomb Appraisal Officer / Explosive Detection Dog Handler, will translate two additional pay points including movement across the barrier within the PSO 1 broadband if necessary.

281. A Protective Service employee to whom the *AFP Protective Service Officer Certified Agreement 2005* applied, who as of the date of lodgement of this agreement is regularly required to perform the role of a regional trainer, will translate one additional pay point including movement across the barrier within the PSO 1 broadband if necessary.

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282. A Protective Service employee to whom the above additional translation provisions apply can only access one of the two additional translation clauses.

49. PSO LOCATION BASED ALLOWANCES

283. Where a PSO employee was in receipt of any of the following allowances consistent with the provision in the superseded *AFP Protective Service Officer Certified Agreement 2005*:

- a) Isolated establishment allowance;
- b) District allowance; and
- c) ANSTO allowance,

284. they will receive Deployment Assistance Allowance as provided in clause 27 of this agreement consistent with the following annualised allowance rates:

Location employee is stationed	With Dependents (Per annum)	Without Dependents (Per annum)
Exmouth	6850	4650
Darwin airport	6600	4900
Alice Springs airport	6300	4600
Pine Gap	7300	5600
Cairns airport	3450	2700
ANSTO	2400	2400
Melbourne airport	1000	1000
Sydney airport	1000	1000
Brisbane airport	1000	1000
Adelaide airport	1000	1000
Gold Coast airport	1000	1000
Perth airport	1000	1000
Hobart airport	1000	1000
Canberra airport	1000	1000

285. Where a PSO employee was also entitled to Remote Locality Leave Fares consistent with the provision in the superseded *AFP Protective Service Officer Certified Agreement 2005* they will receive an additional Deployment Assistance Allowance as provided in clause 27 of this agreement consistent with the following annualised allowance rates:

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Location employee is stationed	With Dependents (Per annum)	Without Dependents (Per annum)
Exmouth	3800	1900
Darwin airport	6450	3225
Alice Springs airport	4600	2300
Pine Gap	4600	2300
Cairns airport	2000	1000

286. An employee will continue to receive Deployment Assistance Allowance as listed above for as long as the employee is stationed continuously in their relevant location.

50. AIR SECURITY OFFICER SALARY TRANSLATION

287. Air Security Officer's, as of the date of lodgement of this Agreement, will translate from the superseded Air Security Officer Salary Structure to the AFP classification structure as follows:

ASO Designation	ASO Salary (per annum)	AFP Classification	Pay Point
ASO	\$48293	Band 4	4.1
ASO	\$51125		4.2
ASO	\$52436		4.3
SASO	\$48293	Band 5	5.1
SASO	\$51152		5.1
SASO	\$52436		5.1

51. COMPOSITE ROLLING INTO SALARY

288. The parties acknowledge that the 3% movement upwards in the AFP Salary Spine provided for in this Agreement is a direct transfer of 3% from all composite payments payable under the *Australian Federal Police Certified Agreement 2003 – 2006* and not a reduction in the rate of compensation payable for flexible working arrangements, including penalty rates, under either the *Australian Federal Police Certified Agreement 2003 – 2006*, *Australian Federal Police Protective Service Certified Agreement 2005* or this Agreement.

52. COMMERCIAL COMPOSITE ARRANGEMENTS

- 289. Where an employee deemed as “commercial” under the previous AFP Certified Agreement 2003 – 2006 translates into the “support” working pattern and has a pre-existing agreement or arrangement in place to pre-purchase hours, that agreement or arrangement will continue until its expiry date. Where such an agreement or arrangement does not include an expiry date, it will be deemed to expire on 1 July 2008.
- 290. All pre-purchased hours under pre-existing agreements or arrangements will be paid at a rate commensurate with the pre-purchased hour’s provisions within the Support working pattern of this Agreement.

53. COMPOSITES TO COUNT AS SALARY FOR SUPERANNUATION

- 291. Where a composite payment, or part thereof, is deemed to count as salary for superannuation purposes, it will be introduced incrementally over the life of this Agreement as follows:

Working pattern	01/07/2007	01/07/2008	01/07/2009	Total composite component
Rostered	6%	8%	8%	22%
Operational	6%	8%	8%	22%

54. FACILITATIVE ARRANGEMENTS

- 292. Individual agreements negotiated consistent with Part 6 Clauses 1 – 6 of the superseded AFP Certified Agreement 2003 – 2006 will terminate from the date of lodgement of this Agreement.

55. BAND 9 – PART 4 AGREEMENTS

- 293. Individual agreements negotiated consistent with Part 4 Clause 1(c) of the superseded AFP Certified Agreement 2003 – 2006 will terminate from the date of lodgement of this Agreement.

56. BAND 9 – OFFICIAL VEHICLE

- 294. Where a band 9 employee has been provided with an official vehicle and the employee chooses not to or is unable to relinquish this vehicle upon lodgement of this Agreement, the employee will be paid consistent with Band 9 salary scale ‘with vehicle’ at attachment A until such a time that the vehicle is relinquished.

57. MANDATORY RECREATION LEAVE

295. All full 8 hour Mandatory Recreation Leave Days accrued under the superseded *AFP Certified Agreement 2003 – 2006* will expire from the date of lodgement of this Agreement.
296. On date of lodgement of this Agreement all part day accruals will be converted to a single Mandatory Rest Day to be taken consistent with clause 36.

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Salary rates

	Pay Point	Upon Lodgement 3% roll-in Plus 2.9%	1/07/2007 Plus 4%	1/07/2008 Plus 4%	1/07/2009 Plus 4%	1/07/2010 Plus 4%
AFP Band 1	1.1	\$35,311	\$36,724	\$38,193	\$39,721	\$41,310
	1.2	\$36,554	\$38,017	\$39,538	\$41,120	\$42,765
	1.3	\$37,886	\$39,402	\$40,979	\$42,619	\$44,324
	1.4	\$39,221	\$40,790	\$42,422	\$44,119	\$45,884
AFP Band 2	2.1	\$39,221	\$40,790	\$42,422	\$44,119	\$45,884
	2.2	\$40,738	\$42,368	\$44,063	\$45,826	\$47,660
	2.3	\$42,214	\$43,903	\$45,660	\$47,487	\$49,387
	2.4	\$43,801	\$45,554	\$47,377	\$49,273	\$51,244
	2.5	\$45,567	\$47,390	\$49,286	\$51,258	\$53,309
AFP Band 3	3.1	\$45,567	\$47,390	\$49,286	\$51,258	\$53,309
	3.2	\$47,420	\$49,317	\$51,290	\$53,342	\$55,476
	3.3	\$49,273	\$51,244	\$53,294	\$55,426	\$57,644
	3.4	\$51,239	\$53,289	\$55,421	\$57,638	\$59,944
	3.5	\$53,201	\$55,330	\$57,544	\$59,846	\$62,240
AFP Band 4	4.1	\$53,201	\$55,330	\$57,544	\$59,846	\$62,240
	4.2	\$55,373	\$57,588	\$59,892	\$62,288	\$64,780
	4.3	\$57,540	\$59,842	\$62,236	\$64,726	\$67,316
	4.4	\$59,941	\$62,339	\$64,833	\$67,427	\$70,125
	4.5	\$62,543	\$65,045	\$67,647	\$70,353	\$73,168
AFP Band 5	5.1	\$62,543	\$65,045	\$67,647	\$70,353	\$73,168
	5.2	\$65,151	\$67,758	\$70,469	\$73,288	\$76,220
	5.3	\$67,754	\$70,465	\$73,284	\$76,216	\$79,265
AFP Band 6	6.1	\$67,754	\$70,465	\$73,284	\$76,216	\$79,265
	6.2	\$71,255	\$74,106	\$77,071	\$80,154	\$83,361
	6.3	\$74,755	\$77,746	\$80,856	\$84,091	\$87,455
AFP Band 7	7.1	\$74,755	\$77,746	\$80,856	\$84,091	\$87,455
	7.2	\$77,410	\$80,507	\$83,728	\$87,078	\$90,562
	7.3	\$80,066	\$83,269	\$86,600	\$90,064	\$93,667
AFP Band 8	8.1	\$80,066	\$83,269	\$86,600	\$90,064	\$93,667
	8.2	\$83,606	\$86,951	\$90,430	\$94,048	\$97,810
	8.3	\$87,150	\$90,636	\$94,262	\$98,033	\$101,955
AFP Band 9 with Vehicle	9.1	\$87,149	\$90,635	\$94,260	No vehicle	No vehicle
	9.2	\$91,059	\$94,701	\$98,489	No vehicle	No vehicle
	9.3	\$94,967	\$98,766	\$102,717	No vehicle	No vehicle
	9.4	\$99,244	\$103,214	\$107,342	No vehicle	No vehicle
	9.5	\$103,522	\$107,663	\$111,969	No vehicle	No vehicle
AFP Band 9	9.1	\$99,232	\$103,201	\$107,329	\$111,622	\$116,087
	9.2	\$103,141	\$107,267	\$111,558	\$116,020	\$120,661
	9.3	\$107,050	\$111,332	\$115,785	\$120,417	\$125,233
	9.4	\$111,327	\$115,780	\$120,411	\$125,227	\$130,236
	9.5	\$115,604	\$120,228	\$125,038	\$130,039	\$135,241

BROADBANDS AND ADVANCEMENT ARRANGEMENTS

1. POLICING ADVANCEMENT ARRANGEMENTS

1.1. SCOPE

1. The AFP Policing Broadband is limited to roles undertaken by employees of the AFP that require the application of Police experience, knowledge and training and performing a team member role described as Police Officer, Surveillance Officer or Intelligence.

1.2. 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 | Firm Barrier |
| b) | AFP band 3 to AFP Band 4 | Firm Barrier |
| c) | AFP Band 4 to AFP band 5 | Soft Barrier |

3. This broadband is not subject to job availability.

1.2.1. Advancement within AFP Band 2

4. Employees joining the AFP as new police recruits will commence their career on pay point 2.3 and will remain on this point until the satisfactory completion of the initial training program. On graduating from the training program (currently 19 weeks), employees will move to pay point 2.4 and will remain on this point until the completion of the probation period, currently 12 months from the date of graduation.

1.2.2. 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 probation requirements are satisfactorily completed.

1.2.3. 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.

1.2.4. 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 subject to meeting the following criteria:
 - a) The employee has 15 or more years of policing experience which may include experience from a policing organisation other than the AFP; or
 - b) Subsequent to the lodgement of this agreement the employee has served at least two years, in one or more of the following roles:
 - i. Learning and Development,
 - ii. Professional Standards,
 - iii. International Deployment Group, or
 - iv. Any other role identified by the Commissioner over the life of the Agreement; or
 - c) Where the employee is at pay point 4.5 and is assigned duties to one or more of the following roles:
 - i. Learning and Development,
 - ii. Professional Standards,
 - iii. Mission service within the International Deployment Group, or
 - iv. Any other role identified by the Commissioner over the life of the Agreement; or
 - d) The employee has 10 years experience as a police officer with the AFP and, subsequent to the lodgement of this Agreement, takes up or completes an inter-jurisdictional deployment of at least 2 years.
9. For the purpose of this sub clause an inter-jurisdictional deployment means a deployment commenced after the lodgement of this Agreement to Sydney, Canberra or any other position or location determined by the Commissioner other than returning from a fixed term assignment or an assignment overseas in accordance with section 40H(1) of the *Australian Federal Police Act 1979*.
10. 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.

11. Retrospective advancement to a band 5 will not occur. The earliest an employee may advance, subject to meeting the relevant criteria, is upon lodgement of this Agreement.

1.3. TEAM LEADER BROADBAND 6 - 7

12. 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.

13. This broadband is not subject to job availability

1.3.1. Advancement from AFP Band 6 to AFP Band 7

14. 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.

2. POLICE TECHNICAL TEAM ADVANCEMENT ARRANGEMENT

2.1. SCOPE

15. The AFP Police Technical Team (PTT) Broadband is limited to PTT Operational roles only.

2.2. PTT Broadband 3 - 6

16. 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 |

17. This broadband is not subject to job availability.

2.2.1. Advancement from AFP Band 3 to AFP Band 4

18. Pay point advancement across AFP Band 3 to AFP Band 4 will take place by annual salary increments in accordance with sub clause 14.2 of this Agreement.

2.2.2. Advancement from AFP Band 4 to AFP Band 5

19. 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 3 years and the employee has successfully completed the requirements of:
 - a) evidence guides; and
 - b) capability/behavioural assessments; and
 - c) written tests.

20. Salary upon advancement to an AFP Band 5 pay point will be determined in accordance with sub clause 14.1 of this Agreement.

2.2.3. Advancement from AFP Band 5 to AFP Band 6

21. 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 2 years and the employee has successfully completed the requirements of:
 - a) evidence guides;
 - b) capability/behavioural assessments; and
 - c) written tests.

22. Salary upon advancement to an AFP Band 6 pay point will be determined in accordance with sub clause 14.1 of this Agreement.

3. FORENSIC SERVICES ADVANCEMENT ARRANGEMENTS

3.1. SCOPE

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

3.2. FORENSIC BROADBAND 3 – 6

24. 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

25. This broadband is not subject to job availability.

3.2.1. Advancement from AFP Band 3 to AFP Band 4

26. 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.

27. 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.

3.2.2. Advancement from AFP Band 4 to AFP Band 5

28. Pay point advancement across AFP Band 4 to AFP Band 5 will take place by annual salary increments in accordance with sub clause 14.1 and 14.2 of this Agreement.

3.2.3. Advancement to AFP Band 6

29. 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.

30. 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.

4. LEGAL OFFICER ADVANCEMENT ARRANGEMENTS

4.1. SCOPE

31. The Legal Officer broadband is limited to Legal Officer roles undertaken by employees engaged in the Legal Services portfolio.

4.2. LEGAL OFFICER BROADBAND 3 - 8

32. The broadband for Legal Officers spans Band 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 Bands 5 through to AFP Band 8 Firm Barrier

33. This broadband is not subject to job availability.

4.2.1. Advancement from AFP Band 3 to AFP Band 4

- 34. A Legal Officer may apply for advancement from AFP Band 3 to AFP Band 4 after a minimum period of 12 months at the Band 3 level.
- 35. An application to advance to Band 4 will include demonstrated knowledge and behavioural requirements relevant to the Legal Officer role at the AFP band 4 level.

4.2.2. Accelerated Advancement within AFP Band 4

36. After a minimum period of 12 months at the Band 4 classification level the Legal Officer may apply for accelerated advancement to pay point 4.5. To do so the Legal Officer must meet the knowledge and behavioural requirements as specified from time to time by the Commissioner.

4.2.3. Advancement from AFP Band 4 to AFP Band 5

37. Pay point advancement across AFP Band 4 to AFP Band 5 will take place by annual salary increments in accordance with sub clause 14.1 and 14.2 of this Agreement.

4.2.4. Advancement to AFP Band 6

- 38. A Legal Officer may apply for advancement to AFP Band 6 after a minimum period of 12 months at AFP Band 4 pay point 5.
- 39. An application to advance to Band 6 will include demonstrated knowledge and behavioural requirements relevant to the Legal Officer role at the AFP band 6 level.

4.2.5. Advancement to AFP Band 7

40. A Legal Officer may apply for advancement to AFP Band 7 after a minimum period of 12 months at AFP Band 6 level.

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41. An application to advance to Band 7 will include demonstrated knowledge and behavioural requirements relevant to the Legal Officer role at the AFP band 7 level.

4.2.6. Advancement to AFP Band 8

42. A Legal Officer may apply for advancement to AFP Band 8 after a minimum period of 12 months at AFP Band 7.
43. An application to advance to Band 8 will include demonstrated knowledge and behavioural requirements relevant to the Legal Officer role at the AFP band 8 level.
44. Legal Officer advancement to the AFP Band 8 will commence at pay point 8.3.

5. PSO ADVANCEMENT ARRANGEMENTS

5.1. SCOPE

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

5.2. PSO BROADBAND 2 - 3

46. 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.
47. This broadband is not subject to job availability.

5.2.1. Advancement from AFP Band 2 to AFP Band 3

48. Advancement from pay point 2.5 to 3.2 will occur when the PSO has satisfactorily completed a capability/behavioural assessment.
49. 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 employee and the team leader to identify appropriate future development choices.

6. INTELLIGENCE ANALYST ADVANCEMENT ARRANGEMENTS

6.1. SCOPE

50. The AFP Intelligence Analyst Broadband is limited to nominal band 6 and band 7 Intelligence Analyst roles within the portfolio of the National Manager Intelligence.

6.2. INTELLIGENCE ANALYST BROADBAND 6 - 7

51. 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.
52. This broadband is not subject to job availability.

6.2.1. Advancement from AFP Band 6 to AFP Band 7

53. 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.

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Attachment C

Principal Roles Designated Operational, Rostered Operations and Support

Roles and/or positions assigned the working pattern of either Operations or Rostered Operations are included in Table 1. For the purpose of Sub clause 20.2.2 of this Agreement, identified high volume areas are identified as 'Operations – High' in Table 1.

All other roles and/or positions are assigned the working pattern of Support including clerical and administrative positions within teams included in Table 1.

Table 1.

Function	Area	Description	Role	Working pattern	
Border & International Counter Terrorism Economic & Special	Investigations	Office Investigators	Team Leader	Operations	
			Team Member	Operations	
		Financial Investigations Team	Team Leader	Operations	
			Team Member	Operations	
		Resident Agent Attachments			Operations
		Surveillance	Team Leader	Operations - High	
	Team Member		Operations - High		
	Office Operations Support	Client Liaison	Team Leader	Operations	
			Team Member	Operations	
		Operations Monitoring Centre	Team Leader	Operations	
			Team Member	Operations	
		Special Projects Registrar			Operations
		Drug Registry	Team Leader	Operations	
			Team Member	Operations	
Property Registry		Team Leader	Operations		
	Team Member	Operations			

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Intelligence	Intelligence Operations	Intelligence Operations	Team Leader	Operations
		Intelligence Officer	Team Member	Operations
		Intelligence Support Officer		Operations
		Analyst - Criminal		Operations
		Analyst - Financial		Operations
		Protective Security Intelligence	Team Leader	Operations
			Team Member	Operations
		Undercover Program (Agent & Back Stopper)	Team Leader	Operations - High
			Team Member	Operations - High
		Human Source Handler	Team Leader	Operations
			Team Member	Operations
		TCCC - Response	Team Leader	Rostered Operations
			Team Member	Rostered Operations
		Communications Security Officer	Team Leader	Operations
Team Member	Operations			
Forensic & Technical	Forensic Operations	Chemical Criminalistics - Strike Team	Team Leader	Operations
			Team Member	Operations
		Biology - Strike Team	Team Leader	Operations
			Team Member	Operations
		Document Exam Strike team	Team Leader	Operations
			Team Member	Operations
		Crime Scenes - National	Team Leader	Operations
			Team Member	Operations

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Forensic & Technical	Forensic Operations	Crime Scenes - ACT	Team Leader	Rostered Operations
			Team Member	Rostered Operations
		Firearms Identification & Armoury Strike team	Team Leader	Operations
			Team Member	Operations
		Fingerprints	Team Leader	Operations
			Team Member	Operations
		Computer Forensic	Team Leader	Operations
			Team Member	Operations
		Specialist Imaging	Team Member	Operations
		Facial Identification	Team Member	Operations
	Counter Terrorism - Rapid Response	Team Leader	Operations	
		Team Member	Operations	
	Disaster Victim Identification	Team Leader	Operations	
		Team Member	Operations	
	Technical Operations	Police Technical Team	Team Leader	Operations - High
			Team Member	Operations - High
		PTT Training Team	Team Leader	Operations
			Team Member	Operations
		PTT Field Support Team	Team Leader	Operations - High
			Team Member	Operations
TSCM		Team Leader	Operations	
		Team Member	Operations	

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Forensic & Technical	Technical Operations	Surveillance Support	Team Leader	Operations
			Team Member	Operations
		Telecommunication Interception - Monitors	Team Leader	Operations
			Team Member	Rostered operations
		Telecommunication Interception - Statutory Procedures	Team Leader	Operations
		Telecommunication Interception - Systems Administration	Team Leader	Operations
			Team Member	Rostered Operations
		Data Operations	Team Leader	Rostered Operations
			Team Member	Rostered Operations
		CBRN Data Centres	Australian Bomb Data Centre Explosive Technical Intelligence	Team Leader
Team Member	Operations			
Australian Bomb Data Centre Technical Intelligence	Team Leader		Operations	
	Team Member		Operations	
Chief Information Officer	Information Services	IT Services - Response	Team Leader	Operations
			Team Member	Operations
		Network Services - Response	Team Leader	Operations
			Team Member	Operations
Border & International	International	International Desks	Team Leader	Operations
			Team Member	Operations

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Human Resources	Learning & Development	Investigations Training	Team Leader	Operations
			Team Member	Operations
		Management of Serious Crime	Team Leader	Operations
			Team Member	Operations
		Recruit Training	Team Leader	Operations
			Team Member	Operations
		OST	Team Leader	Operations
			Team Member	Operations
	Protection Specialist Training	Team Leader	Operations	
		Team Member	Operations	
	Professional Standards	Specialist & International Training	Team Leader	Operations
			Team Member	Operations
		Investigations	Team Leader	Operations
			Team Member	Operations
Employment Standards	Team Leader	Operations		
	Team Member	Operations		
Human Resources	Professional Standards	Operations Intelligence	Team Leader	Operations
			Team Member	Operations
Protection	Protection Services	Close Personal Protection	Team Leader	Operations - High
			Team Member	Operations - High
		Witness Protection	Team Leader	Operations - High
			Team Member	Operations - High
	National Operations Centre (NOC)		Team Leader	Rostered Operations
			Team Member	Rostered Operations

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Protection	Uniform Protection	Station Manager	Team Leader	Operations
		SPSO		Rostered Operations
		PSO2		Rostered Operations
		PSO1		Rostered Operations
Aviation	Airport Uniform Police	General Policing	Team Leader	Rostered Operations
			Team Member	Rostered Operations
	Police Aviation Liaison Officer		Team Member	Operations
	Counter Terrorism First Response	Station OIC	Team Leader	Operations
		SPSO		Rostered Operations
		PSO2		Rostered Operations
		PSO1		Rostered Operations
	Air Security Officer Program	Team Leader		Operations
		SASO		Rostered Operations
		ASO		Rostered Operations
	Investigations	Joint Airport Investigations Team	Team Leader	Operations
			Team Member	Operations
ACT Policing	General Policing (Patrol, Traffic)	Station OIC		Rostered Operations
		Team Leader	Rostered Operations	
		Team Member	Rostered Operations	
	Watch House	Team Leader		Rostered Operations
		Team Member		Rostered Operations

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ACT Policing	Territory Investigations Group	Crime Shift Manager		Rostered Operations
			Team Leader	Rostered Operations
			Team Member	Rostered Operations
	Operations - Intelligence	Operations Manager		Rostered Operations
		Intelligence Operations	Team Leader	Rostered Operations
		Intelligence Officer	Team Member	Rostered Operations
		Intelligence Support Officer		Rostered Operations
		Human Source Handler	Team Member	Rostered Operations
		Analyst		Rostered Operations
		Surveillance	Team Leader	Rostered Operations
			Team Member	Rostered Operations
		DNA Behavioural Team	Team Leader	Rostered Operations
			Team Member	Rostered Operations
	Special Response & Security	Bomb Squad	Team Leader	Rostered Operations
			Team Member	Rostered Operations
		Water Police	Team Leader	Rostered Operations
			Team Member	Rostered Operations
		Dog Squad	Team Leader	Rostered Operations
			Team Member	Rostered Operations
		Mounted Police	Team Leader	Rostered Operations
			Team Member	Rostered Operations

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ACT Policing	Special Response & Security	Search & Rescue	Team Leader	Rostered Operations
			Team Member	Rostered Operations
		Diving	Team Leader	Rostered Operations
			Team Member	Rostered Operations
		SRS	Team Leader	Rostered Operations
			Team Member	Rostered Operations
		SRS Planning Unit	Team Leader	Rostered Operations
			Team Member	Rostered Operations
		Negotiator	Team Leader	Rostered Operations
			Team Member	Rostered Operations
	Prosecution & Judicial Support	Research & Planning	Team Leader	Operations
		Service & Process Team	Team Leader	Rostered Operations
			Team Member	Rostered Operations
		Brief Adjudication Team	Team Leader	Operations
			Team Member	Operations
		Traffic Adjudication & Information Access	Team Leader	Operations
	Team Member		Operations	
	Regional Support	Video Operations Unit	Team Member	Operations
Crime Prevention		Team Leader	Operations	
		Team Member	Operations	

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ACT Policing	Regional Support	Communications	Team Leader	Rostered Operations
			Team Member	Rostered Operations
		Crime Stoppers	Team Leader	Rostered Operations
			Team Member	Rostered Operations
		Operations Monitoring Centre	Team Leader	Rostered Operations
			Team Member	Rostered Operations
		ACT Media & Marketing Operations Team	Team Leader	Operations
			Team Member	Operations
Economic & Special	Commonwealth Territories	Territory Policing	Team Leader	Rostered Operations
			Team Member	Rostered Operations
International Deployment Group	Planning & Development	Planning & Development	Team Member	Operations
		A - Base Planning	Team Leader	Operations
			Team Member	Operations
		Deployable Planning	Team Leader	Operations
			Team Member	Operations
		Pre-Deployment Training	Team Leader	Operations
			Team Member	Operations
		ORG Training	Team Leader	Operations
			Team Member	Operations
		OST	Team Leader	Operations
Team Member	Operations			

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International Deployment Group	Missions & Operations	Regional Office - Asia/Multicultural	Team Leader	Operations
			Team Member	Operations
		Intelligence	Team Leader	Operations
			Team Member	Operations
		Uniform Protection	Team Leader	Operations
		Large Mission	Team Leader	Operations
			Team Member	Operations
		Small Mission	Team Leader	Operations
			Team Member	Operations
		Police Liaison & Visits	Team Leader	Operations
Team Member	Operations			
Chief Financial Officer	Criminal Records Response Team	Team Member	Operations	

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FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Commonwealth of Australia as represented by the Australian Federal Police
(AG2012/533)

AUSTRALIAN FEDERAL POLICE ENTERPRISE AGREEMENT 2012 - 2016

Commonwealth employment

COMMISSIONER DEEGAN

CANBERRA, 2 MARCH 2012

Application for approval of the Australian Federal Police Enterprise Agreement 2012 - 2016.

[1] An application has been made for approval of an enterprise agreement known as the Australian Federal Police Enterprise Agreement 2012 - 2016 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the Commonwealth of Australia through the Australian Federal Police. The Agreement is a single-enterprise agreement.

[2] At the request of two employee bargaining representatives and one employee affected by the Agreement, the application was listed for hearing. During this hearing, which took place on 1 March 2012, the employee bargaining representatives and the affected employee put forward a number of concerns about the terms of the Agreement. Representatives for the Australian Federal Police responded to those concerns. Despite the legitimate concerns raised by the bargaining representatives and the affected employee about the operation of the terms of the Agreement, those concerns did not relate to matters which could prevent the approval of the Agreement.

[3] By a decision in transcript on 1 March 2012, I noted my satisfaction that each of the requirements of ss.186, 187 and 188 of the Act, as are relevant to this application for approval, had been met and approved the Agreement.

[4] The Police Federation of Australia and the CPSU, the Community and Public Sector Union, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers the organisations.

[5] The Agreement was approved on 1 March 2012 and, in accordance with s.54 of the Act, will operate from 8 March 2012. The nominal expiry date of the Agreement is 8 March 2016.



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AFP
AUSTRALIAN FEDERAL POLICE

AFP ENTERPRISE AGREEMENT

2012 - 2016

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PART I - 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 subsections 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:
$$\frac{(\text{Base salary} \times 12 / 313) / 80}$$
- 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:

$$\frac{\text{Base salary} \times 12 / 313}{40}$$
- 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.

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UNDER THE FREEDOM OF INFORMATION ACT 1982 (C-TH)

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:
 - (a) a Core Composite;
 - (b) Operations High composite;
 - (c) Higher Duties Allowance where the Employee would have received the allowance but for the period of training or development;
 - (d) Air Security Officer Flight Allowance with the exception of the Federal Police Transitional Program;
 - (e) Deployment Assistance Allowance or Remote Localities Allowance; and
 - (f) 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

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.

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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 Act (Commonwealth Employees) Act 1972.

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:
- (a) not less than ten consecutive working days; and
 - (b) (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	<i>Longer Hours; Reactive attendance; Limited notice for change of shift; Shorter rest breaks; Basic accommodation and amenities for sleeping; Restricted social facilities; Limited availability of food and essentials</i>	<i>Intense hours; Limited opportunity for significant rest breaks; Makeshift accommodation (such as camping in tents); Hazardous or disaster zone; Little or no social facilities; Mostly reliant on third party shipments of food and essentials</i>
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.

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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 superannation 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 superannation 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/carers leave credits per annum credited to the Employee on a monthly pro rata basis.
- (2) Part-time Employees will accumulate personal/carers 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:
 - (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 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.

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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 or 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.

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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 1974* 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:
- (a) full-time Employee:
 - I) the Employee's full-time base salary paid at the ordinary time rate;
 - (b) 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;
 - (c) for Employees in receipt of Higher Duties Allowance;

- l) 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:
 - (a) four weeks; or
 - (b) 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.

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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.
 - (a) 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:
- (a) 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;
 - (b) 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;

- (c) 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);
 - (d) 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;
 - (e) 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;
 - (f) a Roster Period that commenced under the Rostered Operations working pattern is deemed to be continuous with a Roster Period under this Agreement; and
 - (g) 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.

Signed On Behalf Of the Australian Federal Police
By its duly authorised officer:



(Signature of Authorised Officer)


ANDREW ALEXANDER COWIN
(Name of Authorised Officer)

EBB, KINGS AVENUE, CANBERRA, ACT
(Address of Authorised Officer)

ACTING COMMISSIONER
(Position of Authorised Officer)

23 FEBRUARY 2012.
(Date)

In the presence of:



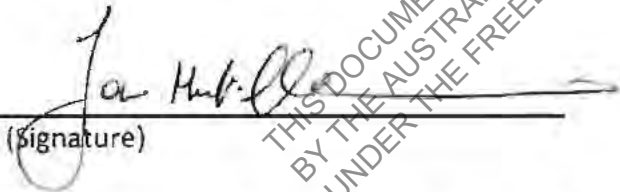
(Signature of Witness)

Leanne Patricia Close
(Name of Witness)

EBB, Kings Avenue, Canberra
(Address of Witness) ACT

23 February 2012.
(Date)

Signed On Behalf Of the Employees



(Signature)


JONATHAN HUNT-SHARMA
(Name)

LEVEL 9 NO 1 HOBART PLACE, CANBERRA,
(Address)

AUSTRALIAN FEDERAL POLICE ASSOC. NATIONAL PRESIDENT
(Position)

23 February 2012
(Date)

In the presence of:



(Signature of Witness)

JONIE POTTER
(Name of Witness)

Level 9 No 1 Hobart Pl. Canberra ACT
(Address of Witness)

23 February 2012
(Date)

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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

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

- (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 & 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 & 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
	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
		Marksmen 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
	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

- (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 Information Access Team Traffic Representative Team	Team Leader and Member
Human Resources	Learning and Development	School of Operational Training and Protection 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	Team Leader and Member
	Professional Standards	Adjudications Team Integrity Assurance Teams	Team Leader
International Deployment Group	Australian Peace and Stability Operations Centre	Capacity Development Training Pre-Deployment Training Teams	Team Leader and Member
	Operational Response Group	ORG Training Team	Team Leader and Member
Counter Terrorism	Counter Terrorism Domestic	Countering Violent Extremism Team Capabilities/National Counter Terrorism Committee	Team Leader and Member
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

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AFP
AUSTRALIAN FEDERAL POLICE

AUSTRALIAN FEDERAL POLICE ENTERPRISE AGREEMENT

2017 - 2020

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PART I - INTRODUCTION

1 Background

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

2 Title

- (1) This Agreement shall be known as the *Australian Federal Police Enterprise Agreement 2017– 2020*.

3 Parties

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

4 Dates of Operation

- (1) This Agreement comes into operation and commences seven days after the date of approval by the Fair Work Commission.
- (2) The Agreement will have a nominal expiry date of three years after the Commencement Date.

5 Application of the Agreement

- (1) This Agreement covers and applies to all AFP Employees engaged under section 24 of the AFP Act with the exception of those who are:
 - (a) SES Employees;
 - (b) covered by the *Australian Federal Police Executive Level Enterprise Agreement 2016-2019*;
 - (c) deployed overseas under section 40H(1) of the *Australian Federal Police Act* and where a determination under section 40H(2) of that Act is in place (except for those Employees engaged in External Territories); or
 - (d) special members of the AFP appointed under section 40E of the *Australian Federal Police 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 any of the Commissioner's powers or functions under this Agreement other than under this section or in relation to an Individual Flexibility Arrangement which varies an Employee's entitlements to remuneration, allowances or leave or sub-sections 11(15), 17(6), 17(8), 17(9), 17(11) and 20(1).

- (2) A person exercising delegated powers or functions under this Agreement must comply with any directions of the Commissioner.

7 Salary Increases

- (1) There will be a Base Salary increase of:
- (a) 3% effective from the Commencement Date.
 - (b) 2% effective 12 months from the Commencement Date.
 - (c) 1% effective 24 months from the Commencement Date.

8 Definitions

- I **2012 Agreement** means the Australian Federal Police Enterprise Agreement 2012-2016.
- II **The AFP Act** means the *Australian Federal Police Act 1979* (as amended from time to time).
- III **AFP** means the Australian Federal Police.
- IV **AFP Employee** means an employee engaged under section 24 of the AFP Act.
- V **Afternoon Shift** means as a normal pattern of attendance of eight hours or more where an Employee ceases duty between 1900-0200 hours.
- VI **Air Security Officer** means an Employee who:
- (i) has a current Air Security Officer qualification; and
 - (ii) is required to undertake Air Security Officer duties on board an aircraft on a full-time basis.
- VII **Australian Federal Police Regulations** means the *Australian Federal Police Regulation 1979 (Cth)* (as amended from time to time).
- VIII **Bandwidth** means the hours within 0600-2000 Monday to Friday; excluding Designated Public Holidays and are applicable only to Employees assigned to the Support working pattern.
- IX **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 VI of this Agreement.
- I **Base Salary Hourly Rate** means a payment in accordance with the following formula:
$$(\text{Base salary} \times 12/313)/80$$
- X **Casual Employee** means an Employee engaged on a casual basis to perform work that is intermittent or irregular in nature.
- XI **Classification Structure** means the eight Salary Band levels to which the AFP applies work level standards and sets associated performance expectations (with the exception of the Technical Specialist Framework classification).
- XII **Commencement Date** means the date on which this Agreement comes into operation, in accordance with section 4.

- XIII **Commissioner** means the Commissioner of the AFP and/or their authorised delegates.
- XIV **Core Composite** has the meaning given in sub-section 18(2)(a) & (b).
- XV **Core Hours** are 0800-1600 Monday to Friday, excluding Designated Public Holidays and are applicable only to Employees assigned to the Support working pattern.
- XVI **Critical Event Composite** has the meaning given in section 28.
- XVII **Designated Public Holiday** has the meaning given in section 53.
- XVIII **Employee/s** means an employee covered by this Agreement, in accordance with sub-section 5(1).
- XIX **External Territories** has the meaning given by section 2B of the *Acts Interpretation Act 1901 (Cth)*.
- XX **Fair Work Act** means the *Fair Work Act 2009 (Cth)* (as amended from time to time)
- XXI **Fair Work Regulations** means the *Fair Work Regulations 2009 (Cth)* (as amended from time to time).
- XXII **Financial Year** means the 12-month period from 1 July to 30 June.
- XXIII **Firm Barrier** means a point within a broadband where job availability and/or successful assessment against relevant criteria may be required prior to advancement across a classification level within the broadband.
- XXIV **Fixed Term Mobility (FTM) Role** has the meaning given in sub-section 20(3) of this Agreement.
- XXV **Flex Credit** means the accumulation of time worked in addition to an Employee's Normal Working Hours over a Three Month Averaging Period.
- XXVI **Flex Debit** means a debit of time as calculated against an Employee's Normal Working Hours over a Three Month Averaging Period.
- XXVII **Hard Barrier** means a break between two classification levels where the only mechanism for internal advancement is through a selection process based on merit principles.
- XXVIII **Immediate Family Member** means:
- (i) A spouse, a former spouse, de facto partner (irrespective of gender) or former de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (ii) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
 - (iii) A person with whom the Employee has a traditional kinship where there is a relationship or obligation, under the customs and traditions of the community or group to which the Employee belongs.
- XXIX **Increment Point** means the point within a Salary Band that an Employee is paid.
- XXX **Individual Flexibility Arrangement (IFA)** means an agreement made in accordance with section 59 of this Agreement.
- XXXI **Maternity Leave Act** means the *Maternity Leave (Commonwealth Employees) Act 1973*.

- XXXII **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.
- XXXIII **Member** means an AFP Employee in respect of whom a declaration under section 40B of the AFP Act is in force.
- XXXIV **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 Three Month Averaging Period or Roster Period. However, where an Employee has been directed to Stand Down to receive a Minimum Rest Period, the period of Stand Down counts towards a Three Month Averaging Period or Roster Period.
- XXXV **National Employment Standards** has the same meaning given by section 61 of the Fair Work Act.
- XXXVI **Night Shift** means any normal pattern of attendance of eight hours or more, where more than two hours of the rostered shift or scheduled attendance occurs between 0000 and 0600 hours.
- XXXVII **Normal Working Hours** has the meaning given in section 16 of this Agreement.
- XXXVIII **Operational Requirement/s** refers to the requirements of the role of an AFP Employee and any direction to perform other duties.
- XXXIX **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).
- XL **Overtime** means time worked in addition to an Employee’s Normal Working Hours.
- XLI **Overtime Rate** means a payment in accordance with the following formula:

$$((\text{Base salary} \times 12/313)/40)$$
- XLII **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.
- XLIII **Performance Development Agreement** means an agreement made under the AFP’s performance development and performance appraisal system.
- XLIV **Policing Experience** means time spent in a role that is restricted to police due to the requirement to exercise police powers and/or police experience, knowledge and training. This can include police experience from another policing organisation or any role determined by the Commissioner. Time spent as a police recruit does not count towards Policing Experience.
- XLV **Rest Day** means a calendar day where an employee does not commence duty as part of their Normal Working Hours.
- XLVI **Roster Period** means a period specified in a written roster, issued by the AFP from time to time, which outlines the expected attendance pattern, of Normal Working Hours, for Employees assigned to the Rostered Operations working pattern.
- XLVII **Salary Band** means the range of Increment Points within the AFP’s Classification Structure.

- XLVIII **Satisfactory Evidence** means a certificate from a registered health practitioner for the purposes of Personal/Carer's Leave (excluding non-medical unexpected emergencies).
- XLIX **SES Employee** means an Employee declared as a Senior Executive AFP Employee under section 25 of the AFP Act.
- L **Soft Barrier** means a point within a broadband where successful assessment against relevant criteria is required prior to further incremental salary advancement.
- LI **Stand Down** means a period of Ordinary Time an Employee is not required to work that counts towards a Three Month Averaging Period or Roster Period in accordance with section 22 of this Agreement.
- LII **Supervisor** means a person who carries the responsibility for the supervision of one or more Employees, including the monitoring of attendance and performance.
- LIII **Technical Specialist** has the meaning given in Part III of this Agreement.
- LIV **Technical Specialist Framework Classification Structure** means the salary band levels to which the AFP applies work level standards and sets associated performance expectations for Technical Specialists.
- LV **Three Month Averaging Period** means four annual periods, inclusive of all calendar days, from:
- (i) 1 March up to and including 31 May;
 - (ii) 1 June up to and including 31 August;
 - (iii) 1 September up to and including 30 November; and
 - (iv) 1 December up to and including the last day in February.
- LVI **Weekend** means any Saturday and Sunday from 0000 hours Saturday to 2400 hours Sunday.
- LVII **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.
- LVIII **Working Day** means:
- (i) For the Support working pattern – Monday to Friday, unless there is an agreed Individual Flexibility Arrangement, inclusive of Designated Public Holidays and any approved leave.
 - (ii) For the Operations and Rostered Operations working pattern – unless there is an agreed Individual Flexibility Arrangement, any day an Employee is scheduled to work Normal Working Hours inclusive of Designated Public Holidays and any approved leave.

PART II - REMUNERATION AND CLASSIFICATION STRUCTURE

9 Remuneration Structure

Salary on Commencement in a New Salary Band

- (1) 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, unless otherwise determined by the Commissioner.
- (2) Where an Employee is promoted or advanced to a higher Salary Band, the Employee will move to an Increment Point in that Salary Band of not more than one Increment Point from their previous Salary Band, subject to the following sub-section.
- (3) An Employee who is performing higher duties immediately prior to their advancement may move to a higher Increment Point where the Employee would otherwise have been on a higher Increment Point due to the performance of higher duties consistent with sub-section 29(6).
- (4) When determining an Increment Point within a Salary Band upon promotion or advancement, any composite or allowance paid under the AFP Working Patterns will not form part of the consideration for a higher Increment Point.

Salary Increments

- (5) Progression within a Salary Band will occur annually 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'.
- (6) Incremental advancement will be delayed where:
 - (a) an Employee has not participated in the AFP's Performance Development Agreement process as outlined in section 63 of this Agreement;
 - (b) an Employee has a Performance Development Agreement rated as 'underperforming', until such time as the Employee's performance is rated as 'fulfilled'; or
 - (c) an adverse Professional Standards finding under Part V of the AFP Act, in relation to a category three conduct issue or a corruption issue has been made and the Commissioner 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.

- (7) Periods of leave without pay exceeding 30 calendar days within the previous 12-month period that do not count for service will defer incremental progression for the equivalent period of leave taken.

10 Classification Structure

- (1) Classification in the AFP comprises of two classification structures, as set out in Attachment A of this Agreement.
- (2) The Band 1–8 Classification Structure comprises eight Salary Bands “and” or “including” associated broadbands specific to the functional areas as set out in this Agreement.
- (3) The Technical Specialist Framework Classification Structure comprises levels 1-4.
- (4) The AFP will maintain a central role classification system that enables the work value of roles to be assessed.

11 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 11(6) below.
- (2) An Employee can only access one broadband arrangement at any one time.
- (3) In accordance with section 63, movement through any broadband is subject to an Employee participating in the AFP’s Performance Development Agreement process and achieving a rating of ‘fulfilled’ or higher in an Employee’s Performance Development Agreement in the preceding 12 months.
- (4) There is no ability for an Employee who is assigned to a position within a broadband to perform higher duties or gain a promotion or advancement within the broadband they are assigned.
- (5) Entry into a broadband will be at the minimum Salary Band and Increment Point of the relevant broadband. An Employee may be eligible to commence at a higher Increment Point within the broadband if determined appropriate by the Commissioner.

Creation of a Broadband

- (6) 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; and the creation of a broadband is to be consistent with the AFP Salary Bands, associated work level standards and Merit Principles.

Advancement within Broadbands

- (7) 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
- (8) If an Employee applies for, and is assigned to a role outside their current broadband advancement arrangement, incremental progression within the new Salary Band will occur in accordance with sub-section 9(5) of this Agreement.
- (9) If the Employee later seeks transfer/assignment to a role within their previous, or a different broadband advancement arrangement; the re-entry Salary Band and Increment Point within that broadband is determined by:
 - (a) the number of years' experience accumulated in the role in the advancement arrangements; and
 - (b) an assessment of transferable knowledge and skills gained in the role which fell outside the advancement arrangements.
- (10) There is no ability for an Employee to return to the broadband at a higher Salary Band than the Salary Band to which they were previously assigned within the advancement arrangements. Movement above the Increment Point at which they left the broadband can only occur where there has been a determination made in accordance with sub-section 11(9)(b) above. A 12-month period, consistent with incremental advancement, is expected at the new Increment Point before an Employee is eligible to complete any compulsory criteria pertaining to the relevant broadband as specified in Attachment B of this Agreement.
- (11) Periods of leave without pay exceeding 30 calendar days within the previous 12-month period will not count for service for this purpose and will defer progression 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

- (12) Advancement across a Soft Barrier will 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; and
- (b) adherence to the AFP 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

- (13) Advancement across a Firm Barrier within a broadband will 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; and
 - (b) adherence to the AFP 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; and
 - (d) any additional formal assessment as required by a panel or committee responsible for the assessment of an Employee's skills, capabilities and performance.
- (14) Advancement across a Firm Barrier within a broadband may be subject to job availability.

Existing Broadbands

- (15) The Advancement Arrangements (as at the Commencement Date of this Agreement) specific to the existing broadband structures will not be varied over 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.

12 Casual Employment

- (1) When a Casual Employee is engaged, the Commissioner will determine the Salary Band and Increment Point.
- (2) A Casual Employee's Base Salary will be varied each year in accordance with section 7 of this Agreement. A Casual Employee will not receive any incremental advancement.
- (3) A Casual Employee will be paid the Base Salary Hourly Rate plus a casual loading of 20% for each hour worked.

- (4) The minimum shift length for a Casual Employee is two hours. A Casual Employee should not be scheduled for duty for more than 14 continuous hours in a 24 hour period.
- (5) Only the following sections of this Agreement apply to Casual Employees:
- (a) 9 - Remuneration Structure
 - (b) 10 - Classification Structure
 - (c) 12 - Casual Employment
 - (d) 15 - Superannuation
 - (e) 29 - Higher Duties Allowance
 - (f) 30 - Night Shift Allowance
 - (g) 34 - Remote Localities Allowance
 - (h) 43(4) - Unpaid Compassionate Leave
 - (i) 49 - Community Service and Jury Service Leave
 - (j) 59 - Individual Flexibility Arrangement
 - (k) 68 - Underpayment of Salary
 - (l) 69 - Overpayment of Salary
 - (m) 70 - Consultation
 - (n) 71 - Dispute Resolution
 - (o) Attachment A
- (6) All remaining sections within this Agreement do not apply to a Casual Employee.
- (7) 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.
- (8) It is not the intention of the AFP to employ Members or Protective Service Officers, as defined in the AFP Act, as a Casual Employee unless it is operationally suitable to do so.

13 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) An Employee engaged under an entry level program will 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.

14 Flexible Remuneration Packaging (Salary Packaging)

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

15 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 the 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) A minimum employer contribution of no less than 15.4% will apply to PSSap funds.
- (4) Where an Employee has chosen an accumulation fund other than 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.
- (5) Employer superannuation contributions will not be paid on behalf of an Employee during periods of unpaid leave that do not count as service, unless otherwise required under legislation.
- (6) 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.

PART III - TECHNICAL SPECIALIST FRAMEWORK

- (1) The Commissioner may, from time to time, determine that a role requiring Technical Specialist skills as an inherent requirement of the role may be assigned to the Technical Specialist Framework.
- (2) In determining eligibility for a role to be included in the Technical Specialist Framework, the Commissioner will have regard to, but is not limited by, the following criteria:
 - (a) the role requires a highly technical specialised skill set in a specific and/or restricted field which is not readily transferable to other functions of the AFP; and/or
 - (b) the requirement of a tertiary qualification to the required discipline from an Australian tertiary institution or a qualification which is appropriate to the duties required; and/or
 - (c) the role requires essential competencies and experience acknowledged as specialist industry recognised experience.
- (3) The Employee is responsible for monitoring and maintaining all relevant qualifications, certifications and/or mandatory registration with a professional body (as required), in order to perform the Technical Specialist role the Employee has been assigned.
- (4) The Technical Specialist Framework Classification Structure is independent to the general Classification Structure.
- (5) The Commissioner will approve, in writing, roles that fall within the Technical Specialist Framework.
- (6) Roles within the Technical Specialist Framework are not required to be performed by a Member or Protective Service Officer.

Engagement or Assignment within the Technical Specialist Framework

- (7) When an Employee is engaged from outside the AFP to perform a Technical Specialist role, they cannot perform roles in the general Classification Structure unless they have been found suitable through a separate selection process based on Merit Principles.
- (8) An Employee eligible for consideration under the Technical Specialist Framework will only have the ability to transfer from a role in the general Classification Structure to a role in the Technical Specialist Framework Classification Structure where they have been found suitable through a selection process based on Merit Principles.
- (9) When an Employee is found suitable, via a selection process, to perform a Technical Specialist role and they wish to re-enter the general Classification

Structure in a role outside a broadband, they must do so through a selection process based on Merit Principles.

Movement between a Broadband and a Technical Specialist Role

- (10) An Employee assigned to a role in a broadband, detailed in Attachment B of this Agreement, immediately prior to transferring to a role under the Technical Specialist Framework will cease to progress through any broadband advancement arrangements for the duration of time assigned to the Technical Specialist Framework.
- (11) There is no ability for an Employee to return to the broadband at a higher Salary Band than the Salary Band they were previously assigned within the advancement arrangements. If an Employee within the Technical Specialist Framework later seeks to return to a role within the broadband, incremental progression above the Increment Point at which they left the broadband will be determined by:
 - (a) the number of years' experience in the Technical Specialist role;
 - (b) an assessment of transferable knowledge and skills gained in the Technical Specialist role; and
 - (c) any compulsory criteria specific to the relevant broadband as outlined in Attachment B of the Agreement.
- (12) Any formal training and prerequisite requirements will be identified during this assessment. Progression through any broadband barrier will not occur until all relevant criteria are met.
- (13) Accelerated advancement is not permitted when determining the Salary Band and Increment Point an Employee will return to when re-entering the broadband arrangements.

Hours of Duty

- (14) An Employee in the Technical Specialist Framework will adopt a pattern of attendance that meets the demands of the role and which is consistent with the attainment of business objectives established through the Employee's Performance Development Agreement.
- (15) The required hours of work for an Employee in the Technical Specialist Framework 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 of a daily paid meal break of 24 minutes.
- (16) The level of remuneration that an Employee receives in the Technical Specialist Framework reflects an expectation that the Employee may be required to work outside of the hours of 0800-1600 Monday to Friday without further remuneration.

Remuneration in the Technical Specialist Framework

- (17) Unless otherwise agreed by the Commissioner, when an Employee is assigned to a role in the Technical Specialist Framework, the minimum Increment Point of the designated Salary Band in the Technical Specialist Framework Classification Structure will be used as the Employee's commencement Base Salary.
- (18) An Employee in the Technical Specialist Framework is entitled to annual Base Salary increases in accordance with the provisions of section 7 of this Agreement.
- (19) The Technical Specialist Framework Classification Structure is divided by Hard Barriers. Ability to progress across these Hard Barriers can only be through a selection process based on Merit Principles.

Higher Duties

- (20) Higher duties within the Technical Specialist Framework can only be performed by Employees assigned to roles within the Technical Specialist Framework.
- (21) An Employee may perform duties of a Technical Specialist role at a higher salary band within the Technical Specialist Framework Classification Structure if the role requiring higher duties at the higher Salary Band has been pre-determined and established by the Commissioner.
- (22) Terms and conditions under section 29 of this Agreement will apply to Technical Specialist roles required to be performed at higher duties.
- (23) If an Employee and their Supervisor agree, an Employee performing higher duties outside the Technical Specialist Framework may choose not to be paid higher duties allowance. In this case the Employee will remain on the Salary Band payable immediately prior to the commencement of higher duties.

Exclusions

- (24) The terms and conditions of this Agreement apply, with the exception of:
 - (a) PART IV - Attendance and Organisation of Work;
 - (b) PART V - The AFP Working Patterns;
 - (c) PART VI - Allowances, sections:
 - (i) 26 - Overtime;
 - (ii) 27 - Temporary Operational Composite;
 - (iii) 30 - Night Shift Allowance;
 - (iv) 31 - On-Call Allowance;
 - (v) 32 - Recalled to Duty; and
 - (vi) 33 - Close Duty Allowance.

PART IV - ATTENDANCE AND ORGANISATION OF WORK

16 Hours of Attendance

- (1) An Employee's Normal Working Hours will be:
 - (a) 38 ordinary hours per week; and
 - (b) not less than two reasonable additional hours per week.
- (2) Accordingly, an Employee will work an average of 40 hours per week, inclusive of 38 ordinary hours of work, plus two additional hours, which comprises a daily paid meal break of 24 minutes. 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 continuous hours, 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 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 apply to a recall to duty or Overtime.
- (5) Split shifts will only be worked where there is a mutual agreement between the Employee and Supervisor.
- (6) An Employee's Normal Working Hours, based on the AFP working pattern to which the Employee's role is assigned, are averaged over a Three Month Averaging Period or a Roster Period.
- (7) Any hours worked must be approved by the Employee's Supervisor prior to the hours being worked.
- (8) An Employee 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. Employees must complete and submit for approval their time recording on a regular basis and within a maximum of seven calendar days from the completion of duty, unless extenuating circumstances exist.
- (9) When scheduling the attendance of an Employee, a Supervisor will have regard to the work health and safety obligations of the AFP.

17 Roles and Determination of Working Patterns

- (1) All AFP roles (with the exception of Technical Specialist, critical event and FTM 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 V of this Agreement.

Establishing Working Patterns

- (3) Working patterns will be linked to organisational objectives and reflect the Operational Requirements of the team, position or role.
- (4) The AFP teams, positions or roles identified as an Operations working pattern or a Rostered Operations working pattern are set out in Determination No.5 of 2017.
- (5) All positions or roles that are clerical and administrative (including but not limited to project officers, policy officers and administrative assistants) within teams included in Determination No.5 of 2017, will be assigned to a Support working pattern.
- (6) The Commissioner may vary the working pattern assigned to a team, position or role at any time.
- (7) In determining a variation to a working pattern of a team, position or role, the Commissioner may have regard to, but is not limited by the following:
- (a) the working pattern requested by the business area;
 - (b) the requirements of the role, position or team to meet operational outcomes;
 - (c) any request to be assigned to a particular working pattern must be supported by a business case addressing:
 - (i) any operational gap, underpinned by quantitative data collected over the previous six month period;
 - (ii) evidence of the financial viability of the requested working pattern; and
 - (iii) the operational risk of approving or not approving the request.
- (8) Where the Commissioner varies the working pattern of a team, position or role they will do so in writing.
- (9) Where the Commissioner determines to assign a different working pattern to a team, position or role, the affected Employee will be given a minimum of 28 calendar 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.
- (10) The period of notice in sub-section (9) does not apply in the case of an Employee being assigned to another team, position or role that is already assigned a different working pattern.

- (11) The Support Working Pattern is assigned to all new teams, roles and positions in the AFP, until such time as the Commissioner has determined that a different working pattern is required.

18 Composite Allowances

- (1) A composite allowance is an annualised allowance paid fortnightly.
- (2) The composite allowances are the:
 - (a) Core Composite, which is payable in accordance with sub-section 18(6) below, in recognition of expanded working hours, normal patterns of attendance and shift patterns (such as Afternoon Shifts, Night Shifts, Weekends and Designated Public Holidays) that are required under the Operations or Rostered Operations working pattern; or
 - (b) Core Composite which is payable in accordance with the Fixed Term Mobility provisions in section 20 of this Agreement; and
 - (c) Critical Event Composite which is payable in accordance with section 28 of this Agreement.
- (3) Where an Employee is in receipt of any composite allowance, the Employee is required to work in accordance with the expanded working hours and normal patterns of attendance for which the composite allowance applies.
- (4) Where an agreed Individual Flexibility Arrangement that varies an Employee's hours of duty is in place, consideration of eligibility for payment of the Core Composite will be determined by the Commissioner.
- (5) A Core Composite allowance is not to be used for salary adjustments, experience premiums or additional hours of attendance and can only be approved prospectively.

Operations or Rostered Operations Core Composite

- (6) An Employee who is 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

- (7) Employees working Operations working patterns in high volume areas, as identified by the Commissioner, under section 23(3) 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.

19 Removal of Core Composite

- (1) By mutual agreement between the Employee and the Commissioner, 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 the Core Composite.
- (2) Where the Commissioner is of the view that an Employee is unwilling or unable to demonstrate that they can work in accordance with the required working hours and normal patterns of attendance in the Operations or Rostered Operations working pattern, the Commissioner may remove payment of the Core Composite until such time as the Commissioner is satisfied that the Employee is able to demonstrate an ability or preparedness to comply with the requirements of the relevant working pattern.
- (3) The removal of the Core Composite will take effect 28 calendar days after the Commissioner's decision to remove it.
- (4) Where the Commissioner removes an Employee's Core Composite under sub-section 19(2) above, the Employee's working arrangements will be in accordance with section 25 of this Agreement.

20 Fixed Term Mobility

- (1) The Commissioner may, from time to time:
 - (a) determine that where certain roles are performed by a Member or Protective Service Officer, it is appropriate to recognise their contemporary skills, knowledge and experience (FTM Roles); and
 - (b) determine the fixed time period applicable to a FTM Role.
- (2) Where the Commissioner determines a role is no longer a FTM Role, the Employee will be assigned to a Support, Operations or Rostered Operations working pattern and the provisions of sub-section 17(9) will apply.
- (3) A FTM Role is a role that can only be performed by a Member or Protective Service Officer.
- (4) The roles determined to be FTM Roles are set out in Determination No.6 of 2017.
- (5) An Employee who is a Member or a Protective Service Officer may only be assigned to a FTM Role on a temporary basis. The term of the assignment is restricted to one of the following two fixed term periods:
 - (a) Fixed term A – assignment for a period of up to 24 months with ability for the Commissioner to extend the term of the assignment under sub-section (1) for a further period of up to 12 months (a total period of three years). Further extensions will not be approved; or

- (b) Fixed term B – assignment for a period of up to 36 months with ability for the Commissioner to extend the term of the assignment under sub-section (1) for a further period of up to 12 months, plus ability for an additional 12 months (a total period of five years). Further extensions will not be approved.
- (6) Where an Employee who is a Member or a Protective Service Officer is performing a FTM Role, the Employee:
- (a) will receive the Core Composite;
 - (b) will continue to progress through any relevant broadband or Classification Structure applicable to their previous role, subject to meeting any advancement criteria; and
 - (c) must maintain all relevant qualifications and certifications necessary for operational duties throughout an assignment under this section.
- (7) The Commissioner may remove an Employee's Core Composite if an Employee assigned to a FTM Role fails to maintain all relevant qualifications and certifications necessary for operational duties.
- (8) Where an Employee who is a Member or a Protective Service Officer is assigned to a FTM Role, no working pattern applies to an Employee's role, and the provisions of Part V do not apply.
- (9) An Employee will be required to work 40 hours per week averaged over a Three Month Averaging Period, as directed by their Supervisor on a 24 hour, seven days a week basis (including Designated Public Holidays). An Employee may be required to perform duties outside the hours of 0600-2000 Monday to Friday as a result of Operational Requirements.
- (10) An Employee assigned to a FTM Role will receive a Minimum Rest Period between each attendance or period of duty as follows:
- (a) for any period of duty of eight hours of more in duration but less than 14 hours duration, a Minimum Rest Period of 11 hours will apply; or
 - (b) for any period of duty of 14 hours or more in duration, a Minimum Rest Period of 14 hours will apply.
- (11) By mutual agreement, and where there is an Operational Requirement, an Employee may return to work prior to the completion of the Minimum Rest Period. Where this occurs, the Employee will be paid an additional Base Salary Hourly Rate for each hour worked and the hours worked will count as Ordinary Time towards the Three Month Averaging Period until the Minimum Rest Period is taken.
- (12) An Employee assigned to a FTM Role will not be required to work more than 14 continuous hours in a 24-hour period. Where this limit is exceeded, the

Employee will be paid at the Overtime Rate for each hour worked in excess of 14 hours.

21 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 an Employee and allowances under Part VI of this Agreement will not apply, except for those listed in sub-section 21(3) below and sub-section 24(22).
- (2) Any approved hours during a period of training or development:
 - (a) are to be calculated as Ordinary Time and count towards a Three Month Averaging Period or Roster Period; and
 - (b) will not attract any penalties (however described) within an Employee's normal working pattern, other than in accordance with sub-section 21(3) below.
- (3) An Employee will be paid an additional Base Salary Hourly Rate and the hours worked will accrue as Ordinary Time towards the Three Month Averaging Period or Roster Period for:
 - (a) each hour an Employee is required to attend training in excess of 12 continuous hours over any 24-hour period;
 - (b) each hour an Employee is required to attend training in excess of 10 consecutive days, (and where the scheduled pattern of attendance is for six hours or more on each of those consecutive days); and
 - (c) each hour where an Employee is required to attend training on a Designated Public Holiday.
- (4) The following allowances (where applicable) will continue to be paid during any period of training or development:
 - (a) a Core Composite;
 - (b) Higher duties allowance where an Employee would have received the allowance but for the period of training or development;
 - (c) Remote Localities Allowance;
 - (d) Air Security Officer Flight Operations Allowance; and
 - (e) Any additional remuneration provided under an Individual Flexibility Arrangement under section 59.
- (5) This section does not apply to an Employee who is facilitating the delivery of an AFP training or development course.

22 Stand Down

- (1) In addition to the provisions of Part V of this Agreement, a Supervisor may, due to Operational Requirements, place an Employee on Stand Down.
- (2) Stand Down hours count towards a Three Month Averaging Period or Roster Period.
- (3) A Stand Down can be applied (but is not limited to) the following circumstances:
 - (a) to provide an Employee with the Minimum Rest Period;
 - (b) to stop an Employee from breaching a requirement of a safety net provision, roster principle or scheduling principle applicable to an Employee's assigned role or position;
 - (c) after a critical incident in accordance with section 40N of the AFP Act;
 - (d) where an Employee would normally be expected to work on a Designated Public Holiday but is not required.
- (4) Employees do not earn any penalties or allowances during a period of Stand Down, except (where applicable):
 - (a) a Core Composite;
 - (b) Higher duties allowance where an Employee would have received the allowance but for the period of Stand Down;
 - (c) Remote Localities Allowance;
 - (d) Air Security Officer Flight Operations Allowance; and
 - (e) any additional allowance or remuneration provided under an approved Individual Flexibility Arrangement.
- (5) A Stand Down does not arise when:
 - (a) an Employee assigned to the Operations working pattern:
 - (i) is required to vary their attendance pattern in accordance with subsection 23(15)(a); or
 - (ii) is scheduled to be off duty or on a Rest Day; or
 - (b) an Employee assigned to the Rostered Operations or Support working pattern is rostered to be off duty or on a Rest Day.

PART V - THE AFP WORKING PATTERNS

23 Operations Working Pattern

- (1) An Employee working in a role assigned to the Operations working pattern is required to demonstrate flexibility and to work the hours and patterns of attendance as directed by their Supervisor on a 24 hour, seven days a week basis (including Designated Public Holidays).

Standard Operations Working Pattern

- (2) An Employee will work 40 hours per week averaged over a Three Month Averaging Period.

High Volume Operations Composite Allowance

- (3) A team, position or role assigned to the Operations working pattern may be identified for assignment to the High Volume Operations Composite Allowance. Employees subject to this allowance are required to work up to 50 hours per week averaged over a Three Month Averaging Period.
- (4) The additional hours required to be worked over the Three Month Averaging Period will be reduced by two hours per day for every working day an Employee is on approved leave or on an approved training course or on a Designated Public Holiday.

Safety Net Provisions

- (5) Table 1 below sets out the safety net provisions. It sets out:
 - (a) what the safety net provisions are;
 - (b) when the safety net provisions can be breached; and
 - (c) what happens if the safety net provisions are breached.
- (6) A mutual obligation exists between an Employee and their Supervisor to manage any potential breach of a safety net provision in order to allow the Supervisor to make alternative arrangements where possible.
- (7) Where a safety net breach arises due to an Employee's failure to advise their Supervisor of a potential safety net breach, the Commissioner may determine that the Employee is not eligible to receive any penalty payments that may have been applicable.
- (8) Adequate Rest Days will be provided between blocks of duty and will include unbroken Weekends where possible.
- (9) Employees can only claim the breach of one of the safety net provisions at any given time.

Table 1

Safety net provision		When safety net may be breached	Consequence of breach
(10)	An Employee will not be required to work more than 14 continuous hours in a 24 hour period	In an emergency or where operational continuity is essential	Payment at the Overtime Rate for each hour worked in excess of 14 hours
(11)	An Employee will not be required to work in excess of 60 hours over any seven day period	In an emergency or where operational continuity is essential	Additional payment at the Base Salary Hourly Rate for each hour worked in excess of the relevant limit and all hours worked count towards the Three Month Averaging Period
(12)	An Employee will not be required to work more than: six consecutive shifts of 10 hours; or five consecutive shifts of more than 10 hours Note: Where there is a mixture of shift lengths in a consecutive period, the provision applying to the majority of shifts will apply, and where there are an equal number of different shifts the longest shift provision applies	Where there is an emergency or where operational continuity is essential and with the Employee's agreement	Nil
(13)(a)	An Employee is not required to work 10 or more consecutive days where the attendance is for more than six hours on each day (inclusive of Overtime and any recall to duty)	Where there is an emergency or where operational continuity is essential	The Employee will be given two consecutive Rest Days before being required to resume duty

Safety net provision		When safety net may be breached	Consequence of breach
(13)(b)	Where an Employee is not provided two consecutive Rest Days as per sub-section 23(13)(a)	Where there is an emergency or where operational continuity is essential and with the Employee's agreement	Additional payment at the Base Salary Hourly Rate for each hour worked until the Employee has taken two consecutive Rest Days and all hours worked count towards the Three Month Averaging Period
(14)(a)	An Employee will receive a Minimum Rest Period of 11 hours after a period of duty of eight hours or more in duration but less than 14 hours in duration	At the direction of a Supervisor; where there is an Operational Requirement; and with the Employee's agreement	Additional payment at the Base Salary Hourly Rate for each hour worked until the Minimum Rest Period is taken and all hours worked count towards the Three Month Averaging Period
(14)(b)	An Employee will receive a Minimum Rest Period of 14 hours after a period of duty of 14 hours or more in duration		
(15)(a)	An Employee will be given a minimum of 12 hours notice of any change to their normal pattern of attendance	Where there is an Operational Requirement	See sub-section 23(15)(b)
(15)(b)	Where an Employee does not receive a minimum of 12 hours notice of a change to their normal pattern of attendance Note: Where an Employee is given 12 hours or more notice of a change to their normal pattern of attendance, this is not a breach of the safety net provisions	Where there is an Operational Requirement	Commence earlier – recall to duty provisions apply (section 32) Commence later – stand down provisions apply Cease earlier – stand down provisions apply Cease later – recall to duty provisions do not apply

Safety net provision		When safety net may be breached	Consequence of breach
			If the change is a continuation of duty, recall to duty provisions do not apply. However, other safety net provisions may apply
(16)	An Employee will not be required to work more than an average of one in two Weekends within a Three Month Averaging Period	Where there is an Operational Requirement	Additional payment at the Base Salary Hourly Rate for each extra Weekend Worked and all hours worked count towards the Three Month Averaging Period
		With the Employee's agreement	Nil
(17)	An Employee will only be required to work Night Shift as a block of no less than two consecutive Night Shifts and no more than three consecutive 12 hour Night Shifts. The exception to this is where an Air Security Officer performs flight duty on an international flight, which can be a singular Night Shift.	With the Employee's agreement	Nil

Three Month Averaging Period

- (18) Supervisors and Employees have a mutual responsibility to manage Normal Working Hours over the Three Month Averaging Period.
- (19) An Employee is required to reconcile all hours in debit by the end of the Three Month Averaging Period.
- (20) Where, at the conclusion of a Three Month Averaging Period, an Employee has more approved hours accrued than required for the Three Month Averaging Period, the hours in credit will be paid as Overtime.

- (21) There is no ability for an Employee to have Annual Leave which has been taken, re-credited in order to reduce excess hours at the end of the Three Month Averaging Period.

24 Rostered Operations Working Pattern

- (1) 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 Designated Public Holidays).
- (2) To be eligible for assignment to the Rostered Operations working pattern, an Employee may be required to work in accordance with a scheduled pattern of attendance in which:
- (a) they are required to perform their Normal Working Hours during any hours of the day, seven days a week. This will involve a mixture of day shifts, Afternoon Shifts and Night Shifts planned over a Roster Period;
 - (b) are regularly rostered to work those shifts; and
 - (c) regularly works on Weekends and Designated Public Holidays.
- (3) Rosters may be varied to meet the Operational Requirements of a particular workplace. Changes to a roster will be developed in accordance with the consultation provisions outlined in section 70 of this Agreement.
- (4) The AFP will, where possible, provide a flexible shift working environment 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 Commissioner and the Employee genuinely agree on their normal attendance pattern.
- (6) The Roster Principles outlined in this section should be applied in the development and ongoing management of rostering arrangements.

Roster Principles

- (7) Table 2 below sets out the roster principles. It sets out:
- (a) what the roster principles are;
 - (b) when the roster principles can be breached; and
 - (c) what happens if the roster principles are breached.
- (8) An Employee can only claim the breach of one of the roster principles at any given time.

Table 2

Roster principle		When roster principle may be breached	Consequence of breach
(9)	An Employee will work an average of 40 hours per week to be reconciled over the Roster Period	Where there is an Operational Requirement	Payment at the Overtime Rate for each additional hour worked
(10)	An Employee's rostered shift will be between eight and 12 hours in duration	With the Employee's agreement and where there is an Operational Requirement	Payment at the Overtime Rate will apply for any hours of duty in excess of each rostered attendance where the Employee has not been notified of a change of shift as per sub-section 14
(11)	An Employee will not be required to work more than: seven consecutive shifts of less than 10 hours; six consecutive shifts of 10 hours; five consecutive shifts of more than 10 hours Note: Where there is a mixture of shift lengths in a consecutive period, then the provision relating to the majority will apply, and where there are an equal number of different shift patterns the longest shift provision applies.	With the Employee's agreement	Nil
(12)	An Employee will only be required to work a minimum of two consecutive Night Shifts and a maximum of three consecutive 12 hour Night Shifts	With the Employee's agreement	Nil

Roster principle		When roster principle may be breached	Consequence of breach
(13)	An Employee will not be required to work more than an average of one in two Weekends within a Roster Period	Where there is an Operational Requirement	Payment at the additional Base Salary Hourly Rate for each extra Weekend hour worked and all hours worked count towards the Roster Period
		With the Employee's agreement	Nil
(14)	An Employee will be notified of a change of shift by direct verbal communication in the form of face to face notification or by telephone conversation; unless alternative arrangements are mutually agreed to	NA	The penalty payment outlined in sub -section 24(15) will apply where notification requirements are not adhered to
(15)	An Employee will be given at least five days' notice before the commencement time of a change of shift/s	Where there is an Operational Requirement	Additional payment at the Base Salary Hourly Rate for each additional hour worked outside the previously rostered shift/s
(16)(a)	An Employee will receive a Minimum Rest Period of 11 hours after a period of duty of eight hours or more in duration but less than 14 hours in duration	At the direction of a Supervisor; where there is an Operational Requirement; and with the	Additional payment at the Base Salary Hourly Rate for each hour worked until the Minimum Rest Period is taken

Roster principle		When roster principle may be breached	Consequence of breach
(16)(b)	An Employee will receive a Minimum Rest Period of 14 hours after a period of duty of 14 hours or more in duration	Employee's agreement	and all hours worked within the Employee's normal attendance pattern count towards the Roster Period; or payment at the Overtime Rate for each hour worked where the hours of duty fall outside an Employee's normal attendance pattern until the Minimum Rest Period is taken

Other Roster Principles

- (17) An Employee will not be required to work more than 14 continuous hours in a 24 hour period.
- (18) The start and finish times of shift workers may be staggered to meet Operational Requirements and/or the needs of the Employees.
- (19) Where a Minimum Rest Period has been applied, the Employee will not have loss of hours or pay for Normal Working Hours occurring during the time off duty if that Employee was scheduled to attend normal duty.
- (20) An Employee is to be provided with 28 days' notice of rosters, with rosters placed on the AFP intranet or placed in an obvious place in the Employee's workplace.
- (21) An Employee will be given a mix of day, Afternoon Shifts or Night Shifts and will not be expected to work only one shift pattern during the Roster Period.
- (22) An Employee will not be disadvantaged in relation to their working hours where their working pattern is required to be broken to attend training courses or other activities that cannot be catered for in their normal pattern of attendance.
- (23) Unless agreed, an Employee will be given leave as full calendar days only.
- (24) Adequate Rest Days should be provided between blocks of duty and will include unbroken Weekends where possible.

- (25) Subject to the Operational Requirements of the AFP, the normal attendance pattern may take into account an Employee's preference to be scheduled for a Rest Day on a day of religious or special significance to the Employee.
- (26) Where an Employee performs duty during the changeover 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 changeover 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.

25 Support Working Pattern

- (1) Employees assigned to the Support Working Pattern will work 40 hours of Ordinary Time per week averaged over a Three Month Averaging Period with an Employee's normal pattern of attendance being eight continuous hours per Working Day.
- (2) Where an agreement exists between the Supervisor and the Employee, the Employee may be able to work these hours flexibly within the Bandwidth. Where there is no agreement, an Employee's normal pattern of attendance, will be Core Hours.

Scheduling Principles

- (3) An Employee assigned to the Support Working Pattern will receive a Minimum Rest Period between each attendance or period of duty as follows:
 - (a) for any period of duty of eight hours or more in duration but less than 14 hours duration, a Minimum Rest Period of eleven hours will apply;
 - (b) for any period of duty of 14 hours or more in duration, a Minimum Rest Period of 14 hours will apply.
- (4) By mutual agreement, and where there is an Operational Requirement, an Employee may return to work prior to the completion of the Minimum Rest Period. Where this occurs the Employee will be paid an additional Base Salary Hourly Rate for each hour worked and the hours worked will count as Ordinary Time towards the Three Month Averaging Period until the Minimum Rest Period is taken.

Flex-time

- (5) Employees assigned to the Support working pattern will have access to approved flex-time.
- (6) Flex-time may be accessed during the Bandwidth. Where an Employee works approved hours outside the Bandwidth they will be paid at the Overtime Rate for each hour worked and will not accrue a Flex Credit; unless an Individual

Flexibility Arrangement exists between the Employee and the AFP and the Employee's required hours of attendance fall outside the bandwidth.

- (7) Overtime hours do not count towards the Employee's accrual of hours towards the Three Month Averaging Period.
- (8) All Flex Credit or Debit hours must be:
 - (a) based on the Operational Requirements of the AFP; and
 - (b) approved by the Employee's Supervisor prior to the hours being accrued or taken.
- (9) Employees should take all reasonable steps to balance their Flex Debit or Credit. However, Supervisors and Employees have a shared responsibility to manage flex-time during a Three Month Averaging Period.

Flex Credit

- (10) A Flex Credit is the accumulation of time worked in addition to an Employee's normal working hours of attendance over a Three Month Averaging Period.
- (11) Where possible, the majority of Flex Credits should be utilised within a current Three Month Averaging Period.
- (12) The Commissioner can reasonably direct the Employee at any time to work their normal pattern of attendance without access to flex-time.
- (13) A Flex Credit of up to 16 hours in a Three Month Averaging Period can be carried over from one Three Month Averaging Period to another averaging period; Flex Credits in excess of 16 hours cannot be carried over or cashed out.
- (14) The Commissioner may, in exceptional circumstances, approve an Employee to carry over more than 16 hours Flex Credits, to the next Three Month Averaging Period. In this case, these hours must be used in that subsequent Three Month Averaging Period.

Flex Debit

- (15) A Flex Debit up to a maximum of 8 hours can be carried over from one Three Month Averaging Period to a subsequent Three Month Averaging Period.
- (16) The Commissioner may, in exceptional circumstances, approve an Employee to carry over a Flex Debit greater than 8 hours to a subsequent Three Month Averaging Period. In these circumstances, the Employee must reduce their Flex Debit to 8 hours or less during that subsequent Three Month Averaging Period.
- (17) Nothing in this section prevents the Commissioner approving a request from an Employee to work outside the Core Hours or Bandwidth on a short term or ad-hoc basis in accordance with an Individual Flexibility Arrangement in section 59 of this Agreement.

PART VI - ALLOWANCES AND OTHER ENTITLEMENTS

26 Overtime

- (1) Employees will be paid at the Overtime Rate for each approved hour of Overtime worked, or part there-of.
- (2) This section also applies wherever a provision of the Agreement refers to an Employee receiving payment at the Overtime Rate.
- (3) Overtime must be approved in writing by the Commissioner 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.
- (4) Overtime cannot be approved where an Employee has not acquitted their Normal Working Hours over the Three Month Averaging Period or Roster Period, considered on a pro-rata basis. Exemptions to the requirements of this sub-section are:
 - (a) Overtime paid under sub-section 23(10), 24(9) and 24(10), where hours exceed limits provided for within the relevant working pattern;
 - (b) approved hours worked by an Employee assigned to the Support working pattern, which are outside the Bandwidth;
 - (c) Overtime paid under sub-section 33 - Close Duty Allowance; and
 - (d) approved hours worked outside an Employee's normal pattern of attendance on a Designated Public Holiday.
- (5) Reasonable additional hours in the form of Overtime may be approved at any time within a Three Month Averaging Period or Roster Period, where there is an identified Operational Requirement and in accordance with sub-section 26(4) above.
- (6) An Employee cannot work Overtime on a day where they are on any form of leave (including part-day leave) unless the Overtime is a continuation of an Employee's normal pattern of attendance.
- (7) Overtime hours will not count towards the Employee's accrual of total hours worked within a Three Month Averaging Period or Roster Period.
- (8) Where the Commissioner approves, 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 are required to utilise time off in lieu within the current Three Month Averaging Period or Roster Period; time off in lieu cannot be carried over in to the next Three Month Averaging Period or Roster Period.

27 Temporary Operational Composite

- (1) The Commissioner may, in writing, determine that an Employee or group of Employees is required to work in accordance with the Rostered Operations or Operations working pattern for a short-term period for operational purposes.
- (2) Where an Employee normally works a role assigned to a Support working pattern, assignment to the Rostered Operations or Operations working pattern can only be by mutual agreement and cannot be for a period in excess of three months.
- (3) All Employees are required to work in accordance with the approved working pattern. All provisions of the Employee's normal working pattern will cease to apply for the duration of the assignment.
- (4) The hours worked during an assignment under this section are treated in isolation and will be reconciled over the assignment period. 40 hours per week will be averaged over the period of assignment and will count toward the Employee's hours worked in the Three Month Averaging Period or Roster Period.
- (5) An Employee who is assigned under this section will receive payment at the Overtime Rate for all approved hours worked in excess of an average of 40 hours per week during the assignment. This payment will be paid at the conclusion of the temporary assignment.
- (6) The Temporary Operational Composite will not count as salary for superannuation purposes. Where an Employee was in receipt of a Core Composite immediately prior to assignment to a Temporary Operational Composite, the amount equivalent to the Core Composite will continue to count as salary for superannuation purposes for the period of assignment.

28 Critical Event Composite

- (1) Where a Critical Event arises, the Commissioner may, in writing, determine that a Critical Event Composite is payable to an Employee or group of Employees.
- (2) A Critical Event means an extraordinary event or series of events, determined by the Commissioner, which warrant assignment to a Critical Event Composite.
- (3) For the purposes of this section, a Critical Event is to meet the Operational Requirements of the AFP for situations including, but not limited to an emergency response.
- (4) The Critical Event Composite is 70% and will be calculated on an Employee's Base Salary.
- (5) The minimum period an Employee can be assigned to a Critical Event Composite is seven calendar days.

- (6) Payment of the Critical Event Composite recognises all hours worked during the Critical Event. An Employee will be scheduled to work during the Critical Event as required, taking into consideration any work health and safety requirements such as reasonable rest periods.
- (7) The payment of the Critical Event Composite commences from the date the Employee is assigned duties to the Critical Event and includes travel time in response to the Critical Event.
- (8) The Commissioner may determine a date that concludes payment of the Critical Event Composite.
- (9) An average of 40 hours per week will be attributed to the Employees Three Month Averaging Period or Roster Period.
- (10) An Employee who is assigned to a Critical Event will be provided with one Rest Day, for each seven calendar days of the assignment period. An Employee will take all Rest Days provided under this sub-section prior to the end of the Critical Event assignment. The Critical Event composite will continue to be paid to the Employee on the Rest Days. This provision does not limit or restrict the ability to provide Employees with days or periods of time off duty during the Critical Event assignment.
- (11) The maximum number of Rest Days for the purposes of sub-section 28(10) is 14 calendar days.
- (12) Conditions of an Employee's normal working pattern cease to apply and no composite or penalty that applies under the Employee's normal working pattern will be paid when assigned to the Critical Event Composite.
- (13) An Employee is not entitled to allowances under Part VI of this Agreement while the Employee is in receipt of a Critical Event Composite with the exception of the following:
- (a) higher duties allowance; where the Employee would have received the allowance if not for the Critical Event;
 - (b) remote localities allowance; and
 - (c) any remuneration or allowance paid a under an Individual Flexibility Arrangement.
- (14) The Critical Event Composite will not count as salary for superannuation purposes. Where an Employee was in receipt of a Core Composite immediately prior to assignment to a Critical Event, the amount equivalent to the Core Composite will continue to count as salary for superannuation purposes for the period of assignment.

29 Higher Duties Allowance

- (1) Where an Employee is required to perform the duties of a role at a higher Salary Band for a period of:
 - (a) not less than 10 consecutive calendar days for an Employee assigned to the Operations or Rostered Operations working patterns; or
 - (b) not less than 10 Working Days for an Employee assigned to the Support working pattern or performing higher duties at the Executive or SES levels; or
 - (c) an aggregate of more than 20 working days in a Financial 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 29(c), 'working days' will be based on an Employee's normal pattern of attendance during the period where they perform higher duties. Rest Days and Overtime will not count towards the calculation of aggregate days.
- (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) An Employee will only receive the Core Composite while on higher duties if the higher duties role is assigned to a Rostered Operations or Operations working pattern or a FTM Role.
- (6) 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.

- (7) Higher duties cannot be performed or paid within a broadband under any circumstance.

Higher Duties at the Executive Level

- (8) Where an Employee is directed to perform higher duties at the executive level the following provisions apply:

- (a) the Employee is not covered by the terms and conditions of the AFP Executive Level Enterprise Agreement;
- (b) the terms and conditions of this Agreement apply, except for:
 - (i) PART V - The AFP Working Patterns; and
 - (ii) PART VI - Allowances and other Entitlements (other than this sub-section and sub-sections 29(1), 29(2) and 29(3) above).
- (9) An Employee will be paid a pro-rata allowance for the duration of the higher duties. This allowance will be at the minimum Base Salary payable at the level of an executive level employee.
- (10) Where an Employee and the Commissioner agree, an Employee can elect to continue to receive their substantive salary and any Core Composite (where applicable) and will be subject to the restrictions in sub-section 29(8)(a) and (b).
- (11) Nothing in this section prevents an Employee seeking an Individual Flexibility Arrangement in accordance with section 59.

Higher Duties at the SES Level

- (12) Where an Employee is directed to perform higher duties at the SES level the following provisions apply:
 - (a) The terms and conditions of this agreement apply, except for:
 - (i) PART V - The AFP Working Patterns; and
 - (ii) PART VI - Allowances and Other Entitlements (other than this sub-section and sub-sections 29(1),29(2) and 29(3) above);

the Employee will be paid a pro-rata allowance for the duration of the higher duties. This allowance will be at the minimum Base Salary payable at the level of an SES Employee.

- (13) Nothing in this section prevents an Employee seeking an individual Flexibility Arrangement in accordance with section 59.

30 Night Shift Allowance

- (1) An Employee performing a role assigned to the Rostered Operations or Operations working pattern will be paid a night shift allowance for each hour of work performed between the hours of 0000-0600, as follows:

On the Commencement Date	12 months from Commencement Date	24 months from Commencement Date
\$8.24	\$8.40	\$8.48

- (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 26;
- (b) any form of approved leave;
- (c) time spent undertaking employment related travel in accordance with section 64;
- (d) any period of Stand Down in accordance with section 22;
- (e) attendance at an approved AFP training or development course (provided by the AFP or an external provider); or
- (f) periods of Critical Event deployment in accordance with section 28.

31 On-Call Allowance

- (1) Where an Employee is required, prior to ceasing duty, to be contactable at all times and available to immediately return to duty at any time, during the on-call period, the Employee will be entitled to be paid an on-call allowance for each period of up to 24 hours (or part thereof) at the rate outlined below:

	On the Commencement Date	12 months from Commencement Date	24 months from Commencement Date
Monday to Thursday	\$36.05	\$36.77	\$37.14
Friday	\$46.35	\$47.28	\$47.75
Saturday, Sunday and Designated Public Holidays	\$51.50	\$52.53	\$53.06

- (a) Where an Employee is required to be on-call for a continuous period of seven calendar days they will be paid a weekly rate, rather than the daily rate, as outlined below:

	On the Commencement Date	12 months from Commencement Date	24 months from Commencement Date
Weekly rate	\$360.50	\$367.71	\$371.39

- (2) All Employees, regardless of working pattern, are able to be directed to be on-call for a period of seven calendar days in any 28 day period.
- (3) Where possible, the AFP will consult with Employees in the Support working pattern in relation to their availability to be on-call.
- (4) Where an Employee is in receipt of an on-call allowance, they are required to answer phone calls, emails and return to the workplace during the on-call period. Where an Employee who is on-call is not contactable, unavailable or absent for

on-call duties without explanation, they will not be eligible for the on-call allowance.

- (5) There is no ability for an Employee to be on-call and receive an on-call allowance on a calendar day where they are on any form of approved leave.
- (6) Where an Employee agrees to be on-call in excess of seven calendar days (but less than 14 calendar days) in a 28 day period, they will be paid the following on-call allowance for any additional days as follows:

	On the Commencement Date	12 months from Commencement Date	24 months from Commencement Date
Monday to Thursday	\$46.35	\$47.28	\$47.75
Friday	\$51.50	\$52.53	\$53.06
Saturday, Sunday and Designated Public Holidays	\$61.80	\$63.04	\$63.67

- (a) Where, under this sub-section, an Employee is required to be on-call for additional continuous blocks of seven days they will be paid a weekly rate, rather than a daily rate, as follows:

	On the Commencement Date	12 months from Commencement Date	24 months from Commencement Date
Weekly rate	\$468.65	\$478.02	\$482.80

- (b) Where an Employee is required to be on-call in addition to sub-section 6(a) but for less than seven continuous days they will be paid a daily rate for the additional days, as follows:

	On the Commencement Date	12 months from Commencement Date	24 months from Commencement Date
Additional period	\$66.95	\$68.29	\$68.97

- (7) 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.
- (8) 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;
 - (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.
- (9) The on-call allowance is not payable where an Employee is in receipt of a close duty allowance or Critical Event Composite.

32 Recalled to Duty

- (1) Where an Employee is required to perform duty at any location outside periods of an expected or scheduled pattern of attendance or a rostered shift they will be recalled to duty.
- (2) A recall to duty can only occur where an Employee is absent from the workplace and the hours are not consecutive to the Employee's Normal Working Hours.
- (3) A recall to duty does not apply:
 - (a) to work performed during a normal pattern of attendance;
 - (b) where an Employee is already at work and is required to continue working to meet an Operational Requirement;
 - (c) where a Supervisor has required an Employee to vary their normal pattern of attendance in accordance with 23(15)(a); or
 - (d) where an Employee is recalled to perform duty, and the performance of that duty takes a period of less than 30 minutes.
- (4) Where an Employee is subject to multiple recalls to duty within a calendar day and the cumulative time spent performing such duties is 30 minutes or more, the recall to duty will be treated as a single instance for the purposes of sub-sections 32(6) and 32(7) below. Where an Employee meets the qualifying period of 30 minutes due to a combination of periods of recall to duty, the recall while on-call provisions will apply.
- (5) Where an Employee is required to travel to another work 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

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

Recall While Not On-call

- (7) 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 Overtime Rate for the actual hours worked; or
 - (b) the Overtime Rate for a minimum of two and a half hours.

- (8) An Employee is unable to be recalled to duty whilst on any form of approved leave unless exceptional circumstances warrant a recall to duty as determined by the Commissioner.

33 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, and the Employee is required to be available to immediately recommence duty, a close duty allowance will be paid for each 24 hour period requiring availability to immediately recommence duty.
- (2) A period of close duty can only occur between the Employee's expected pattern or hours of attendance.
- (3) Only one close duty allowance is payable in a 24 hour period and will be paid at the rate outlined below:

On the Commencement Date	12 months from Commencement Date	24 months from Commencement Date
\$51.50	\$52.53	\$53.06

- (4) Where an Employee in receipt of the close duty allowance is required to immediately recommence duty, they will be paid the greater amount of:
 - (a) the actual hours worked at the Overtime Rate; or
 - (b) a minimum of one hour at the Overtime Rate

for each 24 hour period the close duty allowance is payable. Where an Employee is required to recommence duty on multiple occasions during the 24 hour period, the accumulated time worked will be treated as a single instance of duty for the purposes of sub-section 33 (4) (a) and (b).
- (5) A close duty allowance is not payable where an Employee is in receipt of an on-call allowance or a Critical Event Composite.

34 Remote Localities Allowance

- (1) A remote localities allowance will be paid to an Employee who is deployed to a specified remote location determined by the Commissioner.
- (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 and allowance payable during the life of this Agreement.

35 Air Security Officer Flight Operations Allowance

- (1) Employees performing the role of an Air Security Officer who are required 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 inconvenience experienced due to the transient location of their workplace and the time necessarily spent away from their home location.
- (3) The air security officer flight operations allowance is not payable to an Employee:
 - (a) unless they are assigned to a position in Discreet Operations, or;
 - (b) who only perform Air Security Officer duties from time to time when travelling operationally, or;
 - (c) who receives another form of allowance in recognition of the inconveniences experienced due to the transient location of their workplaces and the time necessarily spent away from their home location.
- (4) The air security officer flight operations allowance of \$15,000 per annum will be paid pro-rata on a fortnightly basis, in arrears. The allowance will not count as 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 location) in between scheduled duty. Time spent undertaking operational duty on board an aircraft is not employment related travel for the purposes of this sub-section.

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PART VII - LEAVE

36 Standard Annual Leave

- (1) An Employee, other than a Casual Employee will accrue 228 hours (six weeks) Annual Leave per year of service progressively. Subject to sub-section 36(26) any periods of Annual Leave count as service for all purposes. A Part-time Employee will accrue Annual Leave on a pro-rata basis.
- (2) The Commissioner may approve an application for Annual Leave subject to the reasonable Operational Requirements of the AFP and the Employee's Annual Leave balance. The Commissioner must not unreasonably refuse a request by the Employee to take paid Annual Leave.
- (3) Annual leave will be paid out on cessation of employment.

Excessive Annual Leave Balances

- (4) Where an Employee's accrued Annual Leave balance exceeds 228 hours (six weeks), the Commissioner may direct an Employee to take Annual Leave for a period of 76 hours (two weeks) in order for the leave balance to be reduced to an acceptable level. The Commissioner will consider the reasonableness of the requirement to take Annual Leave before making such a direction.

Cash Out of Annual Leave

- (5) An Employee may, on two occasions per financial year, apply to the Commissioner to cash out a period of Annual Leave they have accrued and been credited. The minimum amount for cash out is one month's accrual (19 hours) of Annual Leave.
- (6) An Employee may only cash out Annual Leave while at their substantive classification level.
- (7) Annual Leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid Annual Leave being less than four weeks (152 hours).
- (8) An Employee will not be eligible to cash out Annual Leave unless they have taken at least 38 hours of Annual Leave in the 12 months prior to the cash out request.
- (9) Each cashing out of a particular amount of paid Annual Leave must be by a separate agreement in writing between the Commissioner and the Employee.
- (10) The Employee will be paid in a lump sum the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone. The lump sum payment does not affect an Employee's salary for superannuation purposes.

Cash Out of Annual Leave whilst on Long Service Leave

- (11) Subject to sub-section 36(7) an Employee who takes a period of Long Service Leave (at full pay) in excess of seven calendar days may also apply to the Commissioner to cash out a period of Annual Leave they have accrued and been credited.
- (12) The minimum amount for cash out is one month's accrual (19 hours) of Annual Leave for each occasion and the cash out must occur during the period of Long Service Leave.
- (13) Each request is subject to the requirements of sub-sections 36(8), 36(9) and 36(10) above.

Reduced Accrual of Annual Leave

- (14) An Employee may apply to the Commissioner 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.
- (15) An Employee may only reduce their accrual in blocks of 38 hours and by a maximum of 76 hours per financial year. As such, accrual of Annual Leave cannot, at any stage be less than four weeks (152 hours) per year.
- (16) An application will only be approved for reductions of future Annual Leave credits. An application to retrospectively reduce already accrued Annual Leave credits will not be approved. 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.
- (17) Reduced accrual of Annual Leave does not affect an Employee's salary for superannuation purposes.

Purchased Annual Leave

- (18) An Employee may apply to the Commissioner to purchase additional Annual Leave in 38 hour blocks up to a maximum of four weeks (152 hours) in return for a pro-rata deduction from their fortnightly Base Salary.
- (19) Only one application may be made per Financial Year.
- (20) 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.
- (21) By default, an Employee assigned to an Operations or Rostered Operations working pattern or FTM Role, will have a pro-rata deduction from their fortnightly Base Salary inclusive of the Core Composite in order to receive payment of the Core Composite during a period of Purchased Annual Leave.

- (22) Should an Employee change to a role under a different working pattern between the time of application of Purchased Annual Leave to the time it is taken, deductions from their fortnightly Base Salary will be adjusted.
- (23) Purchased Annual Leave cannot be taken at half pay.
- (24) The deduction in fortnightly Base Salary does not affect the Base Salary for superannuation purposes.

Annual Leave at Half Pay

- (25) An Employee may apply to the Commissioner 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 will be paid at half pay across the entire duration of the leave (first and second period).
- (26) 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.
- (27) Unless approved by the Commissioner, an Employee with an Annual Leave accrual of more than four weeks (152 hours) at the time of application cannot access Annual Leave at half pay.
- (28) The minimum approval period for Annual Leave at half pay is five Working Days.

37 Personal/Carer's Leave with Pay

Leave

- (1) An Employee, other than a Casual Employee, will be entitled to 136 hours and 48 minutes (18 seven hour 36 minute days) Personal/Carer's Leave credits per year of service accrued progressively.
- (2) A Part-time Employee will accrue Personal/Carer's Leave on a pro-rata basis.
- (3) Personal/Carer's Leave will accrue from year to year but will not be paid out on termination of employment.
- (4) An Employee will not be entitled to be paid Personal/Carer's Leave while also taking Parental, Maternity or Adoption Leave, except as otherwise provided by legislation.

Approval

- (5) An Employee may take Personal/Carer's Leave 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

- (6) Legitimate requests for Personal/Carer's Leave will be approved.
- (7) 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.
- (8) Notwithstanding sub-section 37(7), a Supervisor may, at any time, request Satisfactory Evidence to support a current or future application for Personal/Carer's Leave.
- (9) For a non-medical unexpected emergency an Employee is required to provide reasonable evidence to support an application for Personal/Carer's Leave.
- (10) 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/Carers Leave has been exhausted

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

38 Personal/Carers 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 Personal/Carer's Leave without pay in excess of 30 calendar days in

any 12-month period will not count as service for any purpose, unless required by legislation.

39 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 to the following so as to provide the AFP a report regarding any potential medical condition or diagnosis of the Employee:
 - (a) attend 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) 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.

40 Mandatory Rest Days

- (1) Employees will be entitled to receive four Mandatory Rest Days over the period 1 March to the last day in February the following 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 Septemberprovided that the Employee has (on that day) an Annual leave balance of no more than 228 hours (6 weeks).
- (3) The two Mandatory Rest Days must be used within the six month period after which the entitlement is credited.
- (4) Mandatory Rest Days must be taken in accordance with arrangements made between an Employee and their Supervisor. Supervisors must ensure Employees are granted reasonable opportunities to utilise their Mandatory Rest Days within the six month period.
- (5) Mandatory Rest Days that have been credited to an Employee may be taken consecutively where Operational Requirements permit.
- (6) Unused Mandatory Rest Days will not accrue into the following six month 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.

Accrual of an additional Mandatory Rest Day

- (8) An Employee, who used 304 hours (eight weeks) or more of Annual Leave (inclusive of any cash out of Annual Leave or a reduced accrual of Annual Leave) in a Financial Year, will have one additional Mandatory Rest Day credited to their Mandatory Rest Day balance on the first day of September immediately following the Financial Year.

41 Long Service Leave

- (1) An Employee is entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*.
- (2) An eligible Employee may access, with approval from the Commissioner, Long Service Leave for a minimum period of 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, Weekends, Designated Public Holidays or Rest Days unless otherwise provided by legislation.
- (4) Long Service Leave will be deducted in calendar days commencing on the first day of an approved application and is inclusive of any Rest Days, Weekends and Designated Public Holidays.
- (5) Rest Days that fall immediately outside the dates of the approved application will not incur a deduction of Long Service Leave.

42 Re-crediting of Leave

Annual Leave

- (1) An Employee who is eligible for any non-discretionary leave entitlement provided by the National Employment Standards while absent on a period of approved Annual Leave, may be granted that leave instead and will be re-credited any affected Annual Leave.

Long Service Leave and Mandatory Rest Days

- (2) Long Service Leave and Mandatory Rest Days may be re-credited to the extent of a period of approved Compassionate Leave, Community Service Leave and Personal/Carer's Leave where a medical certificate from a registered health practitioner is provided. There is no ability to convert Long Service Leave or Mandatory Rest Days to any other form of leave.

Other Leave Types

- (3) Re-crediting of leave, in lieu of other paid leave entitlements, does not apply to any other leave types.

43 Compassionate Leave

Paid Compassionate Leave

- (1) An Employee may take paid Compassionate Leave for a period of three 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 an Employee's Immediate Family Member, or a member of the Employee's household.
- (2) An Employee may 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 of the illness, injury or death in support of the request 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.

44 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 10 consecutive Working Days.

- (2) Paid Supporting Partner Leave must commence within two months (8 weeks) from the day the Employee's partner give's birth or where an adopted child begins to reside in the Employee's home.

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 20 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.

45 Unpaid Parental Leave

- (1) An Employee will be entitled to unpaid parental leave in accordance with the National Employment Standards.

46 Maternity Leave

- (1) An Employee is entitled to maternity leave as provided in the *Maternity Leave Act (Commonwealth Employees) Act 1973*.
- (2) An Employee with 12 months continuous service in the AFP, or a qualifying agency under the provisions of the *Maternity Leave Act (Commonwealth Employees) Act 1973*, and is eligible to access leave under this Act, is entitled to be paid for an additional four weeks maternity leave in excess of that provided by the *Maternity Leave Act (Commonwealth Employees) Act 1973*.
- (3) The payment of any paid maternity leave may be spread over a maximum period of 32 weeks at the rate of half the normal salary. Any paid maternity leave beyond the first 16 weeks does not break continuity of employment however, does not count as service for any purpose, unless required by legislation.
- (4) A period of maternity leave is not broken by or extended by Designated Public Holidays.
- (5) At the completion of a period of maternity leave under the *Maternity Leave Act (Commonwealth Employees) Act 1973*, an Employee is entitled to request, at least four weeks before the end date of the original leave period, an extension of unpaid leave of up to 12 months in accordance with the Fair Work Act.

47 Adoption Leave

- (1) An Employee with at least 12 months continuous service with the AFP, who adopts a child and is the primary carer, 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 a 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.
- (3) In exceptional circumstances, the Commissioner may grant an additional eight weeks paid adoption leave.

48 Defence Reserve Service Leave

- (1) Unpaid Defence Reserve Service Leave will be granted in accordance with the *Defence Reserve Service (Protection) Act 2001*.
- (2) 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 20 Working Days in a Financial Year. An additional 10 Working Days paid leave will also be provided once only to allow an Employee to attend recruitment or initial Defence Reserve employment training. 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.

49 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.

50 NAIDOC Leave

- (1) An Aboriginal and Torres Strait Islander Employee may be granted up to three Working Days paid leave to participate in annual NAIDOC week events.

51 AFP Tertiary Study Assistance Scheme Leave

- (1) Employees who are approved to access the AFP Tertiary Study Assistance Scheme (ATSAS), may be granted leave in accordance with their approved ATSAS program.

52 Miscellaneous Leave

- (1) Miscellaneous leave is leave that may be granted for purposes not covered by specific leave types in this Agreement.

- (2) The Commissioner may grant miscellaneous leave with or without pay and may determine that only part of the period of leave will be with pay.
- (3) Before granting miscellaneous leave, the Commissioner will have regard to other forms of paid leave that may be available to an Employee.
- (4) The first seven calendar days of approved miscellaneous leave with pay will be paid at the Employee's Base Salary and will also include the Core Composite where applicable. The Commissioner may decide to continue to pay the Core Composite in excess of seven calendar days.
- (5) Miscellaneous leave with pay will count as service for all purposes.
- (6) Unless deemed otherwise by the Commissioner, expressly provided elsewhere in this Agreement, or otherwise required by legislation, miscellaneous leave without pay in excess of 30 calendar days in a 12-month period will not count as service for any purpose.
- (7) Any period of miscellaneous leave without pay will not count as service for the purpose of Long Service Leave, with the exception of circumstances prescribed by the *Long Service Leave (Commonwealth Employees) Act 1976*.

53 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;
 - (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.

Public Holidays and AFP Working Patterns and FTM Roles

- (4) An Employee assigned to any of the AFP working patterns or a FTM Role, who is required to perform duty as part of their Normal Working Hours on a Designated Public Holiday, will be paid an additional Base Salary Hourly Rate for each hour worked; and:
 - (a) all hours worked count towards the Three Month Averaging Period or Roster Period; or
 - (b) if an Employee assigned any working pattern or FTM role works less than the hours expected as part of their scheduled pattern of attendance, the expected hours will count towards the Roster Period or Three Month Averaging Period.
- (5) Where an Employee performs duty on a Designated Public Holiday outside of their Normal Working Hours they will be paid at the Overtime Rate for the hours worked.
- (6) Any penalty payable under the scheduling principles, roster principles or safety net provisions of any AFP working pattern do not apply to hours worked on a Designated Public Holiday.

Additional Penalty Payment

- (7) Where, on a Designated Public Holiday, an Employee working in a role assigned to the Rostered Operations working pattern is on a Rest Day, they will be paid an additional eight hours at the Base Salary Hourly Rate. This additional penalty payment cannot exceed a maximum of 10 occurrences over a Financial Year.
- (8) The additional penalty payment at the Base Salary Hourly Rate, will not be paid where:
 - (a) leave is split immediately before and/or after a Designated Public Holiday and the Employee would be unable to be rostered for duty or be unable to return to work if required; or

- (b) an Employee would normally be required to work but is directed to be on a period of Stand Down on a Designated Public Holiday.

Preserving effect of National Employment Standards

- (9) Nothing in this section diminishes an Employee's entitlement under the National Employment Standards to be absent from employment on a public holiday.

54 Salary While on Leave

- (1) All authorised paid leave (excluding miscellaneous leave with pay in excess of seven calendar days) provided for in this Agreement will be paid at an Employee's Base Salary and will include (where applicable):
 - (a) a Core Composite;
 - (b) Higher Duties Allowance where the Employee would have received the allowance but for the period of leave;
 - (c) Critical Event Composite, where the authorised leave is personal leave taken at the determined location to which the Critical Event Composite applies;
 - (d) Remote Localities Allowance;
 - (e) Air Security Officer Flight Operations Allowance;
 - (f) and any additional remuneration or allowance payable under an Individual Flexibility Arrangement.
- (2) Only the Higher duties allowance (in accordance with sub-section 54(b) and Remote Localities Allowance will be paid on Long Service Leave.

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PART VIII - RESIGNATION, RETIREMENT AND TERMINATION OF EMPLOYMENT

55 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.

56 Workforce Adjustment

- (1) Where the Commissioner determines that one or more Employees are excess to requirements, those Employees will be subject to workforce adjustment processes.
- (2) 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;
 - (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 by the Employee at a different location and the Employee is not able to perform 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 14 calendar days (first consideration period) from the date of the notification of proposal to declare excess to consider the option of a potential 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. Before a decision to declare an Employee excess is made, 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 declaration of excess status to consider the option of voluntary redundancy in accordance with sub-section 56(9) below, or decline an offer of voluntary redundancy and pursue redeployment or reduction options during a retention period.

Voluntary Redundancy Payment

- (8) 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.
- (9) 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.
- (10) The above payments do not include payments in lieu of notice.
- (11) The above payments do not include payments in the form of final monies for items including unused accrued Annual Leave and Long Service Leave.

Redeployment

- (12) 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.
- (13) 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.

Retention period

- (14) During the three 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 other applicants.

- (15) The retention period commences on the day the Employee is notified, in writing, that they have been declared excess.
- (16) The Employee may be required to enter into a development plan that will be designed to enhance the Employee's redeployment prospects and may include re-training and development in employment seeking skills.
- (17) 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.
- (18) 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).
- (19) Where at the conclusion of the retention period, the Employee has not been successfully redeployed into an alternative, suitable role, the Employee will be notified in writing that the Employee will be made involuntarily redundant within 14 calendar days of the conclusion of the Retention Period.
- (20) Where the Employee has been notified in writing that they are involuntarily redundant, the Employee's last day of work with the AFP will be at the conclusion of the Retention Period.

Support during notice period

- (21) Where an Employee is made voluntarily or involuntarily redundant, the Employee will be entitled to eight hours per fortnight with full pay during the notice period to attend to necessary employment interviews from the date the period of notice commences. Where possible, the Employee must give his or her supervisor a minimum of 24 hours prior notice of an upcoming employment interview.

Involuntary redundancy

- (22) Where an Employee, who has been declared excess and has not been permanently redeployed by the end of the retention period, will be made involuntarily redundant within 14 calendar days of the conclusion 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.
- (23) For involuntary 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.

(24) The above payments do not include payments in lieu of notice.

(25) The above payments do not include payments in the form of final monies for items including unused accrued Annual Leave and Long Service Leave.

Eligible Service for Redundancy Pay Purposes

(26) 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 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 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.
- (c) 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 sub-section, “salary” means:

- (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 9 years full-time service;
- (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.

57 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:
 - (a) four weeks; or
 - (b) in the case of an Employee over 45 years of age with at least five years Continuous Service - five weeks.
- (3) With respect to any period of notice, 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 to an Employee whose employment is terminated because of serious misconduct.
- (5) For the purpose of this section, any period of casual employment does not count as 'Continuous Service' for the purposes of calculating the period of notice under this clause.

Review of Decisions to Terminate Employment

- (6) 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.
- (7) 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 employment action.

58 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); and
 - (c) Flex Credits (up to the maximum carryover amount of 16 hours at Ordinary Time);

will form 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) 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*.

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PART IX - MISCELLANEOUS

59 Individual Flexibility Arrangement

- (1) The AFP and an Employee may agree to vary the effect of certain terms of this Agreement to meet the genuine individual needs of the AFP and the Employee; through an Individual Flexibility Arrangement (IFA).

The IFA must be genuinely agreed to by the AFP and the Employee.

- (2) The IFA may deal with one or more of the following matters:
 - (a) remuneration;
 - (b) hours of duty;
 - (c) allowances; and
 - (d) leave.
- (3) The AFP must ensure that the IFA:
 - (a) states each term of this Agreement that the AFP and the Employee have agreed to vary;
 - (b) details how the application of each term has been varied by agreement between the AFP and the Employee;
 - (c) is about permitted matters under section 172 of the Fair Work Act;
 - (d) does not include terms that are unlawful terms under section 194 of the Fair Work Act;
 - (e) results in the Employee being better off overall in relation to the terms and conditions of their employment as a result of the arrangement than they would have been if no IFA were agreed to;
 - (f) is in writing, names the parties to the IFA and is signed by the AFP and the Employee, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - (g) is given (or a copy is given) to the Employee within 14 calendar days after it is agreed to, and a copy kept on file by the AFP;
 - (h) is able to be terminated by the AFP or the 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 Employee; and
 - (i) states the date the IFA commences to operate.
- (4) The request for an IFA which enhances an Employee's entitlements to remuneration, allowances or leave, is not delegated under section 6 of this agreement and must be approved by the Commissioner.

60 Part-Time Work

- (1) The Commissioner may approve a request from an Employee to become a Part-Time Employee. Where an Employee is a Part-Time Employee, remuneration and other employment conditions outlined in this agreement will be calculated on a pro-rata basis unless otherwise specified.
- (2) A Part-Time Employee must have an approved IFA in place.
- (3) Where a Part-Time Employee's hours of duty are varied through an IFA the approved arrangement may impact on the Employee's ability to be eligible for payment of the Core Composite.

61 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.

62 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.

63 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 the Supervisor and the Employee and the clarification of performance expectations and objectives.
- (2) The PDA is mandatory and must be completed every 12-month period.
- (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), the Employee and their Supervisor must ensure the PDA cycle is completed prior to the leave commencing, unless exceptional circumstances exist.
- (5) Non-compliance will result in a delay in any incremental progression or progression through a broadband, until the PDA is at the 'agreement signed' stage.

- (6) Subject to sub-section 63(7), salary increases will be delayed until such time as a PDA exchange has occurred and a rating of 'PDA fulfilled' has been achieved. There is no ability to back date salary increases due to non-compliance.
- (7) Both Supervisors and Employees have a responsibility to actively participate in the PDA. Employees who can demonstrate that they have taken all reasonable steps to complete the PDA will receive their salary increase.
- (8) The AFP may review the performance management framework throughout the life of this Agreement. The AFP may implement an alternative model and system.

64 Employment Related Travel

- (1) The AFP will meet all approved costs associated with AFP employment related travel requirements.
- (2) Where an Employee on approved employment related travel is required to immediately return to duty, this section shall cease to apply.
- (3) Where an Employee is performing operational duty and is in control of their full AFP issued controlled items they will be considered to be on duty and employment related travel provisions do not apply.

Ordinary Travelling Time (OTT)

- (4) 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 hours of 0600-2000 Monday to Friday for Employees under a Support or Operations working pattern or assigned to a FTM Role; or
 - (b) within the Employee's normal attendance pattern 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 any of the AFP working patterns.
- (5) The Commissioner may grant, at the request of the Employee, a payment for work related travel that occurs within the timeframes outlined in sub-section 64(4). Where payment is approved, the Employee will be paid an additional Base Salary Hourly Rate for each hour of travel and any travel time paid under this sub-section will not count towards the Employee's Normal Working Hours.

Excess Travelling Time (ETT)

- (6) Where an Employee is required to undertake travel for work related reasons travelling away from their usual place of work to an alternative location, and the travel is:
 - (a) outside of the timeframes outlined in sub-section (4); or

(b) the travel occurs on a Designated Public Holiday,

the Employee will be paid an additional Base Salary Hourly Rate for excess time spent in travel provided that the entire period of travel (inclusive of OTT and ETT) exceeds 30 minutes on any calendar day. Any excess travelling time paid under this sub-section will not count towards the Employee's Normal Working Hours.

- (7) 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 Three Month Averaging Period or Roster Period.
- (8) Time spent in travel is not considered as duty for the purposes of penalties payable under any of the working patterns and does not include time spent overnight as a result of a stopover between two destinations, including where the stopover consists of consecutive nights.

Rest Periods after Domestic Travel

- (9) Where an Employee, other than an Air Security Officer on flight duty, is required to undertake domestic travel immediately before or after duty, and the combined travel and duty time exceeds 14 hours, the Employee must be provided with a Minimum Rest Period of 11 hours after the completion of the travel/duty prior to commencing their next period of duty. An Employee may return to duty prior to the completion of the Minimum Rest Period by mutual agreement and where there is an Operational Requirement.
- (10) For the purposes of domestic travel, the duration of a flight includes one hour prior to departure and one hour after arrival and anytime spent in transit en-route to the final destination.

Rest Periods after International Air Travel

- (11) Where an Employee, other than an Air Security Officer on flight duty, is required to undertake international travel (inclusive of any domestic leg/s that forms part of the continuous journey), 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 travel 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 travel time exceeds 18 hours, prior to commencing their next duty.
- (12) By mutual agreement, and where there is an Operational Requirement, an Employee may return to duty prior to the completion of the Minimum Rest Periods in sub-section 64(11)(a) and (11)(b). Where this occurs they will be paid an additional Base Salary Hourly Rate for each hour worked and the hours worked will accrue as Ordinary Time towards the Three Month Averaging period

for the duration of the next scheduled attendance (excluding Overtime and any recall to duty).

- (13) 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

- (14) 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 of 12 hours rest;
 - (b) for flight duration in excess of 12 hours and up to and including 18 hours duration, a minimum of 24 hours rest; and
 - (c) for flights in excess of 18 hours duration, a minimum 48 hour Rest Period, however under this sub-section an Employee, in agreement with their supervisor, may reduce the Rest Period to a minimum of 24 hours.
- (15) For the purpose of sub-section 64(14), 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

- (16) 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 Three 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 Three Month Averaging Period or Roster Period.
- (17) The nights away can be consecutive or non-consecutive.
- (18) Stand Down days under the Excess Travel Provision:
- (a) must be taken within the Three Month Averaging Period in which the entitlement accrues or the next Three Month Averaging Period or Roster Period; and
 - (b) are not cumulative once one entitlement arises in a Three Month Averaging Period.
- (19) 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; or
 - (c) in receipt of a Critical Event Composite.

65 AFP Diversity or Support Networks

- (1) The AFP maintains a number of diversity or support networks. The networks are:
 - (a) AFP Ability Advisory (AAA) Network;
 - (b) Confidant Network;
 - (c) Gay and Lesbian Liaison Officer (GLLO) Network;
 - (d) Mallunggang Indigenous Officer Network (MION);
 - (e) National Women's Advisory Network (NWAN); 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 their normal pattern of attendance; or
 - (b) reasonable opportunities to alter their normal pattern of attendance 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 65(2) above will not attract any penalties (however described) under any of the working patterns and cannot be paid as Overtime.
- (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 pattern of attendance on a voluntary basis.

66 Relocation Costs

- (1) The AFP will meet reasonable costs arising from the relocation of an Employee and their household as the result of an advertised selection process based on Merit Principles for advancement and any redeployment as a result of Workforce Adjustment under sub-section 56(2)(c).
- (2) Where there is a mutual agreement between the AFP and the Employee, the Employee may be relocated on the basis that they cover some or all relocation costs.
- (3) 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.

67 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 AFP Act, in relation to a category three conduct issue or a corruption issue being made where 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 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 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.

Voluntary Reduction in Classification

- (3) An Employee may voluntarily apply to the Commissioner to reduce in classification (either temporarily or permanently). Where the Commissioner approves a permanent request for voluntary reduction in classification, sub-section 67(2) above will apply. Where the Commissioner approves a temporary request for voluntary reduction in classification, all terms and conditions, including salary rates, or broadband provisions applicable to the classification to which the Employee voluntarily reduces, will apply until such time as the Employee's voluntary reduction in classification ceases.

68 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.

69 Overpayment of Salary

- (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 the Fair Work Act and other legislation.

70 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.
- (2) Managers are encouraged to involve Employees as early as is practicable in the consultation process. The AFP may establish regular consultative meetings with Employees and, where they choose, their representatives where appropriate.
- (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. Where the decision has been made to introduce a major change (as per the model term) or a change to the regular roster or ordinary hours of work, the consultative arrangements must comply with the requirement of the model term.

Model Term

- (4) 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

- (5) For a major change referred to in sub-section 70(4)(a):
 - (a) the AFP must notify the relevant employees of the decision to introduce the major change; and
 - (b) sub-sections 70(7) to (12) apply.
- (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 employer of the identity of the representative;

the AFP must recognise the representative.

- (8) 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.
- (9) However, the AFP is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (10) The AFP must 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 production, program, organisation, structure or technology in relation to the enterprise of the AFP, the requirements set out in sub-section 70(5)(a) and sub-sections 70(6) and 70(8) 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; 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

- (13) For a change referred to in sub-section 70(4)(b):
- (a) the AFP must notify the relevant employees of the proposed change; and
 - (b) sub-sections 70(15) to (19) apply.
- (14) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (15) 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.
- (16) 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).
- (17) However, the AFP is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (18) The AFP must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (19) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in sub-section 70(4).

71 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 stepped 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.

Step One

- (8) 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 provide an initial response to the Employee or Employees generally within 14 calendar days of receiving notification of the dispute.

Step Two

- (9) If the dispute is not resolved at the Supervisor level it may be referred to an Executive Level or SES Employee who has functional or office responsibility for the Employee or Employees. An Executive Level or SES Employee will then have the responsibility and the authority to investigate and resolve the matter. The relevant Executive Level or SES Employee will provide an initial response to the Employee or Employees generally within 14 calendar days of receiving notice of the dispute.

Step Three

- (10) If the dispute is not able to be resolved within the business area by step one or step two it will be referred to the Industrial Relations team and may be referred to the National Manager in charge of human resources for resolution.
- (11) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- (12) 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.

A decision the Fair Work Commission 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.

- (13) 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.
 - (c) 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.

- (14) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

72 Transitional Provisions

Additional Remuneration

- (1) Where an Employee is in receipt of Additional Remuneration in accordance with section 41 of the 2012 Agreement for their specialist technical skill, the Employee will transition to the AFP Technical Specialist Classification Structure on commencement of this Agreement. All of the provisions of the Technical Specialist Framework will apply to the Employee's role on commencement of this Agreement. The Employee will transition to the AFP Technical Specialist Classification Structure at their current Base Salary plus any additional remuneration allowance approved under section 41 of the 2012 Agreement at commencement of this Agreement.
- (2) Criminal Assets Litigation employees in receipt of Additional Remuneration in accordance with section 41 of the 2012 Agreement will not transition to the Technical Specialist Framework.
- (3) An Employee's Base Salary under the AFP Technical Specialist Classification Structure will be the Base Salary of the band and Increment Point of the Employee's role immediately prior to the commencement of this agreement (inclusive of any applicable salary increase) plus any additional remuneration. An Employee will transition to the AFP Technical Specialist Classification Structure at this Base Salary.
- (4) The Increment Points within the AFP Technical Specialist Classification Structure will apply to the Employee after commencement of this Agreement. For the purposes of incremental advancement for Technical Specialists, the following will apply:
 - (a) the incremental anniversary date for an Employee assigned to a role within the Technical Specialist Framework will be the date of assignment to the Technical Specialist Framework;
 - (b) an Employee with a Base Salary under the AFP Technical Specialist Classification Structure that is equal to or greater than the maximum increment will not receive incremental advancement;
 - (c) an Employee who is eligible for incremental advancement under the AFP Technical Specialist Classification will advance to the next highest Increment Point above their Base Salary on their next incremental anniversary date (subject to sub-section 72(4)(d));
 - (d) an Employee cannot advance to the next Increment Point above their transitional Base Salary until they have a minimum of 12 months assignment to a Technical Specialist Role;

- (e) any further incremental progression will occur in accordance with section 9 of this Agreement.
- (5) Where an Employee is in receipt of additional remuneration in accordance with section 41 of the 2012 Agreement for any other purpose outside of that specified within sub-section 72(1), they may choose to transition this allowance and enter into an Individual Flexibility Arrangement under section 59 of this Agreement. Where the Employee chooses to enter into an IFA on commencement of this Agreement the approved term of the additional remuneration will continue to apply.

Project Macer, Project Guild and Project Ampla

- (6) Where an Employee transitioned through either Project Macer, Project Guild or Project Ampla and as a result were subject to salary maintenance, will continue to have their Base Salary 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 as a result of Base Salary increases over the life of the Agreement.

Transition of Frozen Salary

- (7) Where, prior to the commencement of this Agreement, an Employee, who is not subject to sub-section 72(6), had the AFP agree for the Employee's salary and any applicable allowances (however described) to be greater than the maximum Increment Point for the Salary Band applicable to the Employee, the Employee's existing Base Salary and any applicable allowances (however described) will continue to 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 the Agreement.

Fixed Term Mobility

- (8) Where an Employee is assigned to a Fixed Term Mobility role in accordance with section 15 of the 2012 Agreement, the fixed term period will continue and is not reset by the commencement of this Agreement.
- (9) Where an Employee is assigned to a Fixed Term Mobility role in accordance with section 15 of the 2012 Agreement, which is identified as a role under fixed term two of this Agreement, this will extend the fixed term period by the term specified in sub section 20(5)(b).

Management Initiated Temporary Transfers

- (10) Where an Employee is subject to a Management Initiated Temporary Transfer in accordance with section 16 of the 2012 Agreement on commencement of this Agreement, the Employee will be entitled to retain their previous core composite

allowance for the term of the Management Initiated Temporary Transfer up to a maximum period of six months.

Averaging Periods

- (11) Upon commencement of this Agreement, the Six Month Averaging Period that applies under the 2012 Agreement will continue until the end of the six-month period; this being either the last day in February or the last day in August. From this point on, a Three Month Averaging Period will apply.

Working Patterns in the Enterprise Agreement

- (12) The following will apply in relation to the working patterns as defined in the 2012 Agreement:

Operations Working Pattern

- (13) A Six Month Calendar Averaging Period that commenced under the Operations working pattern is deemed to be continuous with a Three Month Averaging Period under this Agreement.
- (14) Any consecutive Working Days or blocks of shifts in the Operations working pattern worked immediately prior to the commencement of this Agreement count towards the provisions of sub-sections:
- (a) 23(12); and
 - (b) 23(13)(a).

Rostered Operations Working Pattern

- (15) A Roster Period that commenced under the Rostered Operations working pattern is deemed to be continuous with a Roster Period under this Agreement.
- (16) Any blocks of shifts in the Rostered Operations working pattern worked immediately prior to the commencement of this Agreement count towards the provisions of sub-section:
- (a) 24(11).

Support Working Pattern

- (17) A Six Month Calendar Averaging Period that commenced under the Support working pattern is deemed to be continuous with a Three Month Averaging Period under this Agreement.
- (18) Where an Employee's Flex Debit is in excess of 8 hours at the conclusion of the first averaging period following the commencement of this Agreement, they will have the ability to carry over a Flex Debit of up to 16 hours into the next averaging period.

Higher Duties Allowance

- (19) Where an Employee has been performing higher duties, the time spent in the higher duties position since 1 July 2017 will continue to count for the aggregate of more than 20 Working Days for the 2017/18 Financial Year.
- (20) Where an Employee has been performing higher duties at the commencement of the Agreement, the period of higher duties continuously performed immediately prior to the commencement of this Agreement will be taken into account for the purpose of section 29 of this Agreement.

Excessive Annual Leave

- (21) Where an Employee on commencement of this Agreement has an Annual Leave balance in excess of 228 hours (6 weeks), they will not be directed to be on Annual Leave in accordance with sub-section 36(4) of this Agreement for a period of six months from the commencement of this Agreement.
- (22) If the Employee's Annual Leave balance (including approved Annual Leave) has not been reduced to 228 hours or under by the conclusion of that six month period, the Commissioner may invoke section 36(4) of this Agreement from that time.

Defence Reserve Service Leave

- (23) Despite the provisions of section 48 of this Agreement, the maximum period of paid Defence Reserve Service Leave is six weeks for the period 1 July 2017 to 30 June 2018.

Additional Penalty Payment (Public Holidays Rostered Operations)

- (24) Where an Employee is assigned to the Rostered Operations working pattern, the accumulation of the maximum of 10 occurrences of the additional penalty payment on a Rest Day will be effective from the commencement of this agreement.

Policing Advancement Arrangements

- (25) Where an Employee has met the criteria requirements under sub-section 73(8) of the 2012 Agreement to advancement from an AFP band 4 to an AFP band 5 and is awaiting their anniversary date of the Employees engagement or incremental anniversary date, they will be entitled to advance on commencement of this Agreement. This date will become their new incremental anniversary date.

Police Technical Team Advancement Arrangements

- (26) Where an Employee was subject to the Police Technical Team Advancement Arrangements (band 3-6) in accordance with section 74 of the 2012 Agreement

will transition to the Policing Advancement Arrangements in this Agreement at the following substantive classifications:

- (a) band 3 to band 5 Employees will transition to the substantive team member classification level within the Policing Advancement Arrangements that they are at immediately prior to the commencement of this Agreement.
- (b) band 6 Employees will transition to a band 6 team member role under the Policing Advancement Arrangements in this Agreement. There is no ability to transfer to a team leader role at the band 6 level unless the Employee has been found successful for advancement through a selection process based on Merit Principles.

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ATTACHMENT A – CLASSIFICATION STRUCTURES

Classification Structure Base Salary Rates (bands 1 to 8)

	Increment Point	3% On Commencement Date	2% 12 months from Commencement Date	1% 24 months from Commencement Date
Band 1	1.1	\$48,590	\$49,562	\$50,058
	1.2	\$50,302	\$51,309	\$51,823
	1.3	\$52,135	\$53,178	\$53,710
	1.4	\$53,969	\$55,049	\$55,600
Band 2	2.1	\$53,969	\$55,049	\$55,600
	2.2	\$56,058	\$57,180	\$57,752
	2.3	\$58,090	\$59,252	\$59,845
	2.4	\$60,274	\$61,480	\$62,095
	2.5	\$62,703	\$63,958	\$64,598
Band 3	3.1	\$62,703	\$63,958	\$64,598
	3.2	\$65,252	\$66,558	\$67,224
	3.3	\$67,802	\$69,159	\$69,851
	3.4	\$70,507	\$71,918	\$72,638
	3.5	\$73,208	\$74,673	\$75,420
Band 4	4.1	\$73,208	\$74,673	\$75,420
	4.2	\$76,196	\$77,720	\$78,498
	4.3	\$79,179	\$80,763	\$81,571
	4.4	\$82,482	\$84,132	\$84,974
	4.5	\$86,061	\$87,783	\$88,661
Band 5	5.1	\$86,061	\$87,783	\$88,661
	5.2	\$89,652	\$91,446	\$92,361
	5.3	\$93,233	\$95,098	\$96,049
Band 6	6.1	\$93,233	\$95,098	\$96,049
	6.2	\$98,050	\$100,011	\$101,012
	6.3	\$102,866	\$104,924	\$105,974
Band 7	7.1	\$102,866	\$104,924	\$105,974
	7.2	\$106,521	\$108,652	\$109,739
	7.3	\$110,172	\$112,376	\$113,500
Band 8	8.1	\$110,172	\$112,376	\$113,500
	8.2	\$115,045	\$117,346	\$118,520
	8.3	\$119,921	\$122,320	\$123,544

Technical Specialist Classification Structure Base Salary Rates (levels 1 to 4)

	Increment Point	3% On Commencement Date	2% 12 months from Commencement Date	1% 24 months from Commencement Date
Specialist Level 1	1.1	\$ 110,574	\$ 112,786	\$ 113,914
	1.2	\$ 113,979	\$ 116,259	\$ 117,422
	1.3	\$ 116,990	\$ 119,330	\$ 120,524
	1.4	\$ 120,002	\$ 122,403	\$ 123,628
	1.5	\$ 123,013	\$ 125,474	\$ 126,729
	1.6	\$ 126,024	\$ 128,545	\$ 129,831
Specialist Level 2	2.1	\$ 127,741	\$ 130,296	\$ 131,599
	2.2	\$ 130,750	\$ 133,365	\$ 134,699
	2.3	\$ 133,759	\$ 136,435	\$ 137,800
	2.4	\$ 136,768	\$ 139,504	\$ 140,900
	2.5	\$ 139,778	\$ 142,574	\$ 144,000
	2.6	\$ 142,787	\$ 145,643	\$ 147,100
Specialist Level 3	3.1	\$ 149,956	\$ 152,956	\$ 154,486
	3.2	\$ 153,085	\$ 156,147	\$ 157,709
	3.3	\$ 156,213	\$ 159,338	\$ 160,932
	3.4	\$ 159,341	\$ 162,528	\$ 164,154
	3.5	\$ 162,470	\$ 165,720	\$ 167,378
	3.6	\$ 165,598	\$ 168,910	\$ 170,600
Specialist Level 4	4.1	\$ 170,152	\$ 173,556	\$ 175,292
	4.2	\$ 173,283	\$ 176,749	\$ 178,517
	4.3	\$ 176,413	\$ 179,942	\$ 181,742
	4.4	\$ 179,544	\$ 183,135	\$ 184,967
	4.5	\$ 182,674	\$ 186,328	\$ 188,192
	4.6	\$ 185,804	\$ 189,521	\$ 191,417

ATTACHMENT B - BROADBANDS AND ADVANCEMENT ARRANGEMENTS

73 Policing Advancement Arrangements

Scope

- (1) The AFP Policing broadband is limited to broadbanded 2-5 and 6-7 roles performed by AFP Members (not including special members) who are assigned and performing a restricted policing role.

Core Requirements for Movement through the Broadbands

- (2) Movement through the band levels and Increment Points of the Team Member/Constable broadband 2-5, will only occur where the Employee has:
 - (a) a current PDA in place and a PDA with a minimum rating of 'fulfilled' for the previous PDA period; and
 - (b) a current Use of Force certification; with exception given where an Employee has been provided with an exemption by the AFP Chief Medical Officer.
- (3) The Employee must also meet the relevant assessment requirements that are specific to the band and Increment Point to which they are due to advance.

Team Member/Constable Broadband 2 – 5

- (4) The broadband for team member/constable policing roles spans band 2 through to band 5 of the Classification Structure. The barriers separating the classifications within the Policing broadband are as follows:
 - (a) band 2 to AFP band 3 Soft Barrier
 - (b) band 3 to AFP band 4 Firm Barrier
 - (c) band 4 to AFP band 5 Firm Barrier
- (5) This broadband is not subject to job availability.
- (6) There is a mutual obligation between the AFP and the Employee to address all steps necessary for timely advancement to take place. Where the AFP fails to meet these requirements, the Employee will have ability for any delay in their incremental movement to be backdated.

Advancement within Band 2

- (7) A new Employee commencing employment with the AFP as a police recruit will commence their career at band and Increment Point 2.3 and will remain at this band and Increment Point until the successful completion of the recruit training program.

- (8) A current AFP Employee who becomes a police recruit will remain at the band and Increment Point, and continue to be paid the Base Salary, applicable to the role they were assigned to immediately prior to commencing recruit training. Where an Employee is on higher duties it will cease immediately upon assignment of duties to recruit training.
- (9) On successful completion of the recruit training program and compliance with sub-section 73(2), on assignment of duties to a restricted policing role an Employee will move to band and Increment Point 2.4. The Employee will remain at this band and Increment Point until the successful completion of the AFP workbook requirements and for a minimum period of 12 months.

Advancement from Band 2 to Band 3

- (10) Where an Employee has met the core requirements for advancement (as outlined in sub-section 2) and successfully completed the AFP workbook, advancement from band 2.4 to band and Increment Point 3.1 can occur. The date of advancement from band 2.4 to band 3.1 will occur on:
 - (a) the Employee's next incremental anniversary date; or
 - (b) where successful completion (of the workbook) occurs after the next incremental anniversary, the date of successful completion of the AFP workbook requirements will be used. This will become the Employee's new incremental anniversary date.
- (11) An Employee will remain at a band 2.4 until they have met the core requirements and successfully completed the AFP workbook.
- (12) Successful completion of the AFP workbook means the date the workbook was signed-off as completed by the Employee's Supervisor. Sign-off can only occur where the Supervisor has been directly responsible for the Employee for a minimum period of three months.

Advancement from Band 3 to Band 4

- (13) Advancement from band 3.5 to band and Increment Point 4.2 will occur on the Employee's next incremental anniversary date where they have successfully met all required assessment criteria.
- (14) An Employee will not advance to band 4.2 until the Commissioner has determined that they have met all required assessment criteria; including core requirements as outlined in sub-section 73(2). Where the Employee does not meet the assessment requirements until after their incremental anniversary date, the date of sign-off by the Commissioner confirming successful completion will be used and will become the Employee's new incremental anniversary date.
- (15) It is the Employee's responsibility to ensure that they advise their Supervisor that the required assessment is due to be completed; this should occur at the beginning of the band 3.5 year.

Advancement from Band 4 to Band 5

- (16) Employee advancement from band 4.5 to band and Increment Point 5.2 will occur on the date the Employee successfully meets the requirements and timeframes outlined in this sub-section, and the core requirements provided in sub-section 73(2), 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) Investigations (National or ACT Policing);
 - (ii) ACT Policing – General Duties;
 - (iii) Airport Policing – General Duties;
 - (iv) External Territories – General Duties;
 - (v) Learning and Development;
 - (vi) Professional Standards;
 - (vii) Police Technical Team;
 - (viii) any other role identified by the Commissioner over the life of this Agreement; or
 - (b) has 12 or more years of Policing Experience which may include experience from a policing organisation other than the AFP; and has attained a detective designation which has been recognised by the AFP; or
 - (c) the Employee has 15 or more years of Policing Experience, which may include experience from a policing organisation other than the AFP.
- (17) Employees who have completed time in a restricted policing role, from a policing organisation other than the AFP, in an area that is considered reciprocal to those listed in sub-section 73(16)(a), may have this time considered for advancement to band 5. It is the Employee’s responsibility to provide the AFP with any relevant documentation that clearly indicates that they meet these requirements.

Team Member/Constable movement through the Policing Broadband

Event	Band and Increment Point	Minimum time spent at each level
Commencement of Recruit Training	2.3	19 weeks
Graduation	2.4	12 months
Soft Barrier		
Successful completion of AFP workbook requirements	3.1	12 months

Incremental progression	3.2 3.3 3.4 3.5	12 months (at each Increment Point)
Firm Barrier		
Successful completion of assessment criteria	4.2	12 months
Incremental progression	4.3 4.4 4.5	12 months (at each Increment Point)
Firm Barrier		
a minimum of 12 years policing experience and assignment to two designated areas for a minimum of two years OR a minimum of 12 years policing experience and an assignment to one designated area and attainment of a detective designation; or a minimum of 15 years policing experience.	5.2	12 months
Incremental progression	5.3	12 months

Team Leader/Sergeant Broadband 6 – 7

- (18) The broadband for team leader/sergeant policing roles spans band 6 through to band 7 of the Classification Structure. The barrier separating band 6 and band 7 classifications is a Firm Barrier.
- (19) This broadband is not subject to job availability.
- (20) Movement through the band levels and Increment Points of the team leader/sergeant broadband 6-7 will only occur where the Employee meets the requirements outlined below and where they have met the core requirements outlined in sub-section 73(2).

Advancement from Band 6 to Band 7

- (21) Employee advancement from band 6.3 to band and Increment Point 7.2 will occur on the Employee's next incremental anniversary date where they have successfully met all required assessment criteria.
- (22) An Employee will not advance to band 7.2 until the Commissioner has determined that they have met all required assessment criteria; including the core requirements provided in sub-section 73(2). Where the Employee does not meet the assessment requirements until after their incremental anniversary date, the date of sign-off by the Commissioner confirming successful completion will be used and will become the Employee's new incremental anniversary date.

- (23) It is the Employee's responsibility to ensure that they advise their Supervisor that the required assessment is due to be completed; this should occur at the beginning of the 6.3 year.

Team Leader/Sergeant movement through the Policing Broadband

Event	Band and Increment Point	Minimum time spent at each level
Advancement via a merit based selection process (for a restricted policing role)	6.1	12 months
Incremental progression	6.2 6.3	12 months (at each Increment Point)
Firm Barrier		
Successful completion of assessment criteria	7.2	12 months
Incremental progression	7.3	12 months

74 Forensics Advancement Arrangements

Scope

- (1) The Forensic broadband is limited to Forensic Services Scientific Officer (FSSO) roles performed by Employees engaged in the Chief Forensic Scientist portfolio.
- (2) The Commissioner can engage a FSSO at any classification level within the FSSO broadband. The minimum Increment Point will be used unless otherwise determined by the Commissioner.

Forensic Broadband 3 – 6

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

Advancement from Band 3 to Band 4

- (5) An Employee may apply to advance to band 4.1 at any time after completion of 12 months at band 3 and Increment Point 3. Advancement to band 4 will occur when the FSSO has:
 - (a) successfully completed the requirements of the Professional Development Continuum; and

- (b) has a current Performance Development Agreement (with no remedial objectives) in place and a minimum rating of 'fulfilled' for the previous PDA.

Advancement from Band 4 to Band 5

- (6) Pay point advancement across band 4 to band 5 will take place by annual salary increments in accordance with sub-section 9(5) of this Agreement.

Advancement to Band 6

- (7) An Employee may apply to advance to band 6 at any time after completion of 12 months at band 4 and Increment Point 4. Advancement to band 6.1 will occur when the FSSO has:
- (a) successfully completed the requirements of the Professional Development Continuum; and
 - (b) has a current Performance Development Agreement (with no remedial objectives) in place and a minimum rating of 'fulfilled' for the previous PDA.

FSSO movement through the Forensics Broadband

Event	Band and Increment Point	Minimum time spent at each level
Engagement or incremental progression	3.3	12 months
Firm Barrier		
Successful completion of the professional development continuum	4.1	12 months
Incremental progression	4.2	12 months (at each Increment Point)
	4.3	
	4.4	
	4.5	
Soft Barrier		
Incremental progression	5.2	12 months (at each Increment Point)
	5.3	
Advancement to AFP band 6 may occur from	4.4	12 months
Firm Barrier		
Successful completion of the professional development continuum	6.1	12 months
Incremental progression	6.2	12 months (at each Increment Point)
	6.3	

75 Legal Officer Advancement Arrangements

Scope

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

Legal Officer Broadband 3 – 8

- (2) The broadband for Legal Officers spans band 3 through to band 8 of the Classification Structure. The barriers separating the classifications within the Legal Officer broadband are as follows:
 - (a) band 3 to AFP band 4 Firm Barrier
 - (b) band 4 to AFP band 5 Firm Barrier
 - (c) band 5 to AFP band 6 Firm Barrier
 - (d) band 6 to AFP band 7 Firm Barrier
 - (e) band 7 to AFP band 8 Firm Barrier
- (3) The Legal Officer broadband is subject to job availability between band 7 and band 8.
- (4) The Commissioner can engage a Legal Officer at any classification level within the Legal Officer broadband. The minimum Increment Point will be used unless otherwise determined by the Commissioner.

Core requirements for advancement and/or movement through the Broadband

- (5) Advancement to a band and/or movement through Increment Points within each band of the Legal Officer broadband 3-8 will only occur where the Legal Officer has:
 - (a) a current PDA with no remedial objectives in place and a minimum rating of 'fulfilled' for the previous PDA; and
 - (b) met any assessment requirements established by the Chief Counsel that are specific to the band and Increment Point to which they are due to advance.

Advancement from Band 3 to Band 4

- (6) A Legal Officer may apply to advance to band 4 at any time after completion of a minimum of 12 months at band 3.
- (7) Advancement to band 4 will occur subject to the requirements for advancement at sub-section 75(5).
- (8) Advancement will be to band and Increment Point 4.1 or where the Employee was advanced from a band 3.5 to band and Increment Point 4.2.
- (9) Incremental progression through band 3 will occur in accordance with sub-section 9(5) of this Agreement.

Incremental progression and/or movement within Band 4

- (10) A Legal Officer may apply to move to a higher Increment Point within band 4 at any time after completion of a minimum period of 12 months at band 4.

- (11) Movement to an Increment Point within band 4 will occur subject to the requirements for movement at sub-section 75(5).
- (12) Incremental progression through band 4 will occur in accordance with sub-section 9(5) of this Agreement.

Advancement from Band 4 to Band 5

- (13) A Legal Officer may apply to advance to band 5 at any time after completion of a minimum of 24 months at band 4.
- (14) Advancement to band 5 will occur subject to the requirements for advancement at sub-section 75(5).
- (15) Advancement will be to band and Increment Point 5.1 or where the Employee was advanced from band 4.5 to band and Increment Point 5.2.

Advancement from Band 5 to Band 6

- (16) A Legal Officer may apply to advance to band 6 at any time after completion of a minimum of 12 months at band 5.
- (17) Advancement to band 6 will occur subject to the requirements for advancement at sub-section 75(5).
- (18) Advancement will be to band and Increment Point 6.1 or where the Employee was advanced from band 5.3 to band and Increment Point 6.2.
- (19) Incremental progression through band 5 will occur in accordance with sub-section 9(5) of this Agreement.

Advancement from Band 6 to Band 7

- (20) A Legal Officer may apply to advance to band 7 at any time after completion of a minimum of 12 months at band 6.
- (21) Advancement to band 7 will occur subject to the requirements for advancement at sub-section 75(5).
- (22) Advancement will be to band and Increment Point 7.1 or where the Employee was advanced from band 6.3 to band and Increment Point 7.2.
- (23) Incremental progression through band 6 will occur in accordance with sub-section 9(5) of this Agreement.

Advancement from Band 7 to Band 8

- (24) A Legal Officer may apply to advance to band 8 at any time after completion of a minimum of 12 months at band 7.

- (25) Advancement to band 8 will occur subject to sub-sections 75(3) and 75(5).
- (26) Advancement, subject to sub-section 75(3) will be to band and Increment Point 8.1 or where the Employee is advanced from band 7.3 to band and Increment Point 8.2.
- (27) Incremental progression through band 7 will occur in accordance with sub-section 9(5) of this Agreement.

Legal Officer movement through the Legal Broadband

Event	Band and Increment Point	Minimum time spent at each level
Incremental progression	3.1	12 months (at each Increment Point)
	3.2	
	3.3	
	3.4	
	3.5	
A Legal Officer may apply to advance to band 4 after 12 months at band 3		
Firm Barrier		
Successfully met assessment requirements	4.1	12 months
Incremental progression	4.2	12 months (at each Increment Point)
	4.3	
	4.4	
	4.4	
	4.5	
A Legal Officer may apply to move to a higher Increment Point within AFP band 4 after completion of 12 months at band 4		
Successfully met assessment requirements	Approved Increment Point	
A Legal Officer may apply to advance to band 5 after 24 months at band 4		
Firm Barrier		
Successfully met assessment requirements	5.1	12 months
Incremental progression	5.2	12 months (at each Increment Point)
	5.3	
A Legal Officer may apply to advance to band 6 after 12 months at band 5		
Firm Barrier		
Successfully met assessment requirements	6.1	12 months
Incremental progression	6.2	12 months (at each Increment Point)
	6.3	
A Legal Officer may apply to advance to band 7 after 12 months at band 6		
Firm Barrier		
Successfully met assessment requirements	7.1	12 months
Incremental progression	7.2	12 months (at each Increment Point)
	7.3	
A Legal Officer may apply to advance to band 8 after 12 months at band 7		
Firm Barrier		
Progression to band 8 is subject to job availability		

Successfully met assessment requirements	8.1	12 months
Incremental progression	8.2 8.3	12 months (at each Increment Point)

76 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 Classification Structure. The barrier separating the classifications within the PSO broadband is a Firm Barrier.
- (3) This broadband is not subject to job availability.
- (4) There is a mutual obligation between the AFP and the Employee to address all steps necessary for timely advancement to take place. Where the AFP fails to meet these requirements the Employee will have ability for any delay in their incremental movement to be backdated.

Core Requirements for Movement through the Broadband

- (5) Movement through the band levels and Increment Points of the PSO broadband 2-3, will only occur where the Employee has:
 - (a) a current PDA in place and a PDA with a minimum rating of 'fulfilled' for the previous PDA period; and
 - (b) a current Use of Force certification; with exception given where an Employee has been provided an exemption by the AFP Chief Medical Officer.
- (6) The Employee must also meet the relevant assessment requirements that are specific to the band and Increment Point to which they are due to advance.

Advancement within AFP Band 2

- (7) A new Employee commencing employment with the AFP as a PSO recruit will commence their career at band and Increment Point 2.1 and will remain at this band and Increment Point for a minimum period of 12 months (inclusive of time spent in recruit training).
- (8) A current AFP Employee who becomes a PSO recruit will remain at the band and Increment Point, and continue to be paid the Base Salary, applicable to the role they were assigned to immediately prior to commencing PSO recruit training. Where an Employee is on higher duties it will cease immediately upon assignment of duties to recruit training. Upon successful completion of PSO

recruit training the Employee will move to band and Increment Point 2.1; any time spent in recruit training will be considered for movement to Increment Point 2.2.

- (9) Incremental progression through band 2 will occur in accordance with sub-section 9(5) of this Agreement.

Advancement from AFP Band 2 to AFP Band 3

- (10) Advancement from band 2.5 to band an Increment Point 3.2 will occur on the Employee’s next incremental anniversary date where they have satisfactorily met all required assessment criteria.
- (11) An Employee will not advance to band 3.2 until the Commissioner has determined that they have met all required assessment criteria; including the core requirements outlined in sub-section 76(5). Where the Employee does not meet the assessment requirements until after their incremental anniversary date, the date of sign-off by the Commissioner confirming successful completion will be used and will become the Employee’s new incremental anniversary date.
- (12) It is the Employee’s responsibility to ensure that they advise their Supervisor that the required assessment is due to be completed; this should occur at the beginning of the 2.5 year.
- (13) Incremental progression through band 3 will occur in accordance with sub-section 9(5) of the Agreement.

Team Member movement through the Protective Service Officer Broadband

Event	Band and Increment Point	Minimum time spent at each level
Commencement of Recruit Training	2.1	12 months
Incremental progression	2.2	12 months (at each Increment Point)
	2.3	
	2.4	
	2.5	
Firm Barrier		
Successful completion of assessment criteria	3.2	12 months
Incremental progression	3.3	12 months (at each Increment Point)
	3.4	
	3.5	

77 Intelligence Analyst Advancement Arrangements

Scope

- (1) The AFP Intelligence Analyst broadband is limited to broadbanded band 6-7 Intelligence Analyst roles within:

- (a) Operations Intelligence portfolio;
- (b) ACT Policing - Intelligence Operations teams;
- (c) People, Safety & Security - Security Intelligence team; and
- (d) Protection Operations - Protection Assessment team.

Intelligence Analyst Broadband 6-7

- (2) The broadband for Intelligence Analyst roles spans band 6 to band 7 of the 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 band and Increment Point 6.3 to band and Increment Point 7.2 will occur when the Employee has:
 - (a) a current Performance Development Agreement (with no remedial objectives) in place and a minimum rating of 'fulfilled' for the previous PDA; and
 - (b) satisfactorily completed all required assessment criteria.
- (5) An Employee will not advance to band 7.2 until the Commissioner has determined that they have met all required assessment criteria.

Intelligence Analyst movement through the Intelligence Analyst Broadband

Event	Band and Increment Point	Minimum time spent at each level
Incremental progression	6.1 6.2 6.3	12 months (at each Increment Point)
Firm Barrier		
Successful completion of the assessment criteria	7.2	12 months
Incremental progression	7.3	No further incremental progression

Signed On Behalf Of

Australian Federal Police

By its duly authorised officer:

In the presence of:

(Signature of authorised officer)

(Signature of witness)

(Name of authorised officer)

(Name of witness)

(Address of authorised officer)

(Address of witness)

(Position of authorised officer)

(Date)

(Date)

Representative of Employees

By:

In the presence of:

(Signature of representative)

(Signature of witness)

(Name of representative)

(Name of witness)

(Address of representative)

(Address of witness)

(Position of representative)

(Date)

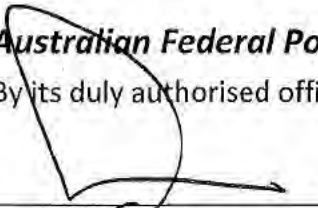
(Date)

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UNDER THE FREEDOM OF INFORMATION ACT 1982 (CTH)

Signed On Behalf Of

Australian Federal Police

By its duly authorised officer:



(Signature of authorised officer)

ANDREW COWIN

(Name of authorised officer)

47 KINGS AVENUE, Barton, ACT

(Address of authorised officer)


COMMISSIONER

(Position of authorised officer)

15 December 2017

(Date)

In the presence of:



(Signature of witness)

Christine Fishwick

(Name of witness)

47 Kings Ave, Barton ACT


(Address of witness)

15 December 2017

(Date)

Representative of Employees

By:



(Signature of representative)

ANGELA DUKA

(Name of representative)

3153 Blackall St, Barton

(Address of representative)

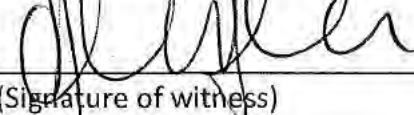
President AFPA

(Position of representative)

18/12/17

(Date)

In the presence of:



(Signature of witness)

HOLLIE BARRETT

(Name of witness)

47 KINGS AVE, BARTON ACT

(Address of witness)

18/12/17

(Date)

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COMMONWEALTH OF AUSTRALIA

Australian Federal Police Act 1979

Determination No 4 of 2004

Australian Federal Police (International Deployment Group – Short Term Deployment Variation to Determination 2 of 2002) Determination No 4 of 2004.

I, William Dalton Jamieson, delegate of the Commissioner of Police of the Australian Federal Police, hereby make this Determination under section 40H(2) of the *Australian Federal Police Act 1979*.

Dated this day of July 2004.

W D Jamieson

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**International Deployment Group – Short Term Deployment Variation to
Determination 2 of 2002**

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THIS DOCUMENT IS DECLASSIFIED AND RELEASED
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UNDER THE FREEDOM OF INFORMATION ACT 1982 (CTH)

1. Title

This Determination may be cited as Determination No 4 of 2004.

2. Commencement

This Determination commences on the date it is signed by the Commissioner or Delegate.

3. Preamble

It is recognised that in certain circumstances, some AFP employees, secondees or special members will be required to deploy to an International Deployment Group (IDG) mission for a period of less than six months. The reason for such a deployment is that the person possesses certain specialist skills that will be utilised for a relatively short period of time (eg: Specialist Response and Security personnel or Information Technology personnel). Such deployments must be approved by the National Manager, International Deployment Group.

In these circumstances the employee will not deploy under the auspices of Determination 1 of 2004. Instead, employees will deploy under an amended Determination No 2 of 2002 with the alterations listed in this Determination.

4. Definition

The Act means the *Australian Federal Police Act 1979* (as amended).

AFP means the Australian Federal Police.

Commissioner means the Commissioner of the Australian Federal Police or the Commissioner's Delegate.

Employee means any person employed under the Act but does not include Senior Executive employees of the Australian Federal Police (AFP).

The Certified Agreement means the Australian Federal Police Certified Agreement 2003-2006 and any successive industrial agreements.

A special member means an employee of a police force of a state or territory of Australia, sworn in as a special member of the AFP under section 40E of the Act for the purpose of serving as a sworn employee.

Specialist Role is as designated by the NMIDG.

5. Application

This Determination applies to some AFP employees, secondees or special members will be required to deploy to an International Deployment Group

(IDG) mission for a period of less than six months in specialist roles for periods less than the standard IDG deployment periods.

6. Delegation

6.1 The Commissioner may delegate any of his powers and functions in this determination, other than this power of delegation. Such a delegation must be in writing signed by the Commissioner. He may delegate all or some of his powers and functions, as specified in this instrument.

6.2 When a delegate exercises a power, it is considered, for the purposes of this determination, to have been exercised by the Commissioner.

6.3 The Commissioner may revoke any delegation of a power or function. Such a revocation must be in writing signed by the Commissioner.

6.4 A delegation of a power or function does not prevent the Commissioner from exercising that power or function.

7. Variations and Alterations to Determination

From time to time the Commissioner or his delegate may, in writing, alter or vary the terms and conditions contained in this Determination to meet special operational needs.

8. Professional Responsibility

On their deployment, AFP employees will be issued with a Commissioner's Directive by the Commissioner or a Senior Executive AFP employee authorised by the Commissioner, which outlines the ongoing responsibilities and expectations of an AFP employee deployed to IDG duties. Failure to maintain the highest standards of conduct, in accordance with the Commissioner's Directive, will cause a review of the employee's period of deployment.

9. Discharge of Duties

The employee is subject to:

- The Australian Federal Police Act 1979 and the regulations made under it;
- The Complaints (Australian Federal Police) Act 1984;
- The Safety, Rehabilitation and Compensation Act 1988;
- Directions given by the National Manager IDG; and
- Directions given by mission-specific Commanders.

10. Hardship Conditions

Deployments made to meet the objectives of the IDG may be under extreme hardship conditions, with the potential for employees to be exposed to personal risk.

11. Term of Deployment

The term of deployment for covered by this Determination will be for a period of six months or less.

12. Composite

12.1 The composite allowances specified in clauses 1.3.1 and 1.3.3 are altered to 65% for team members / team leaders and 45% for coordinators, effective from 1 July 2004.

12.2 Composite payments are also applicable for any period of pre-deployment training that the employee is required to undertake by the IDG.

12.3 Composite payments will replace an employee's entitlements to all allowances including on call, restricted duty, time of in lieu, overtime, public holidays, nightshift premiums and the provisions of the Health and Safety Principles as provided in the Agreement and Attachments to the Agreement.

13. Variation to Part 2 Terms and Conditions of Det 2/2002

Part 2 – Overseas Service Allowances does not apply. Instead of the Part 2 provisions, staff will receive the relevant amounts of Mission and Transfer Allowances payable to employees who deploy under Determination No 1 of 2004.

14. Variation to Part 6 Terms and Conditions of Det 2/2002

In relation to any provision established in *Part 6 – Assisted Travel Provisions*, wherever an entitlement conflicts with an employee's entitlement under Determination 1 of 2004, Determination 1 of 2004 will be deemed to be the appropriate entitlement.

15. No Further Claims

Irrespective of the duties or hours of duty performed during the postings to which this Determination applies, no further claims for payment will be paid. In addition, no other claims of any nature associated with the postings will be paid, other than those detailed above.

Determination 16 of 2007: International Deployment Group - Mission Component Overseas

COMMONWEALTH OF AUSTRALIA

Australian Federal Police Act 1979

Determination No 16 of 2007

Australian Federal Police International Deployment Group - Mission Component - Overseas Determination No 16 of 2007.

I, Paul Jevtovic, Delegate of the Commissioner of Police of the Australian Federal Police, hereby:

- a. Make the following Determination under section 40H (2) of the *Australian Federal Police Act 1979*;

effective from this date.

Dated this 13th day of September 2007.

Paul Jevtovic APM
Delegate of the Commissioner

1. Title

1.1 This Determination may be cited as Determination No 16 of 2007.

2. Commencement

2.1 This Determination commences on the date it is signed by the Commissioner or Delegate.

3. Preamble

3.1 This Determination has been developed to account for the unique and flexible working environment of AFP appointees overseas as part of the Mission Component, International Deployment Group (IDG).

4. Definition

In this Determination:

AFP Act means the *Australian Federal Police Act 1979*.

Appointee means, for the purpose of this Determination, any AFP appointee engaged to perform Mission Component duties in accordance with this Determination, but does not include Senior Executive employees of the AFP unless at the discretion of the Commissioner.

AFP means the Australian Federal Police.

Assigned Duties or assigned to perform duties means an assignment of duties under s.40H (1) of the *Australian Federal Police Act 1979*.

Base Salary means the increment point within the AFP 9 Band Classification Levels against which a person is being remunerated. This excludes car and role specific allowances.

Camping is defined as camping out other than in a base camp established by agency or IDG, a caravan or a hut, where camping accommodation does not have a fixed roof and where the appointee eats and sleeps for periods greater than 24 hours.

Commander means the person occupying or performing the duties of the position of the head of an Australian deployment of police personnel to a foreign country through the AFP International Deployment Group.

Commissioner means the Commissioner of the Australian Federal Police or the Commissioner's Delegate.

Delegate means a delegate of the Commissioner under section 69C of the AFP Act, who is exercising powers, functions or duties under section 40H(2) of the AFP Act.

Deployment Service Year means 52 weeks from the initial Mission Component deployment, not inclusive of pre-deployment training.

DIO means the Defence Intelligence Organisation.

EUOSA means the Extended Unaccompanied Overseas Service Allowance which is payable according to the terms set out in section 22 of this Determination.

Eligible Mission Component Appointee means an appointee that has met the criteria to be eligible to receive the NTM allowance.

Home Base Work Location (Regional Allocation) means an existing and nominated AFP Regional Office from which a non-deployed IDG Mission Component member operates under the operational control of the Regional Manager while awaiting IDG Operations, and Mission tasking.

International Instrument means a treaty or other bilateral or multilateral agreement between Australia and any other country or international organisation or any other authorising instrument such as a United Nations Security Council Resolution or other arrangement which governs the deployment of AFP appointees to another country.

Leave Provision is as provided for in section 14.

Mission Component Duties means the performance of official duties undertaken as classified by the NMIDG or MO&M that pertain to the Mission Component and that count towards the individual's mission component service period.

Mission Component Leave means leave that is accrued directly as a result of performing Mission Component duties in periods of overseas deployment within the Mission Component Service Period. This leave accrual is not classified as deployed weeks for the payment of EUOSA.

Mission Component Service Period means 116 weeks (1 week is equivalent to 7 days) service to IDG deployments (inclusive of travel to and from mission) continuous or cumulative within a three year period, net of Mission Component leave and other leave provisions relevant to the location. A Mission Component Service Period may be extended with the approval of NMIDG.

MO&M means Manager Operations and Missions International Deployment Group acting on behalf of the National Manager International Deployment Group.

NMIDG means National Manager International Deployment Group.

Period of Deployment has meaning given in section 10 under this Determination.

Personal Leave means leave that is taken in relation to maternity, paternity, long service, compassionate and adoption requirements.

Section 27 AFP Act 1979 conditions means the terms and conditions that may apply to a Mission Component appointee other than this Determination.

Workplace Agreement has the same meaning as provided in the *Workplace Relations Act 1996* and includes the AFP Collective Agreement or any successive workplace agreements including Australian Workplace Agreements.

5. Application

5.1 This Determination applies to appointees, excluding SES unless under the discretion of the Commissioner, engaged to perform Mission Component duties overseas. No other Determination will apply to appointees subject to this Determination. Appointees will be advised that this Determination applies to them.

5.2 This Determination excludes any workplace agreement, applicable to an appointee at any time whilst assigned Mission Component duties overseas.

5.3 All dollar amounts referred to in this Determination are in Australian Dollars (\$AUD).

6. Variations and Alterations to Determination

6.1 The Commissioner or his Delegate may, in writing, alter or vary the terms and conditions in this Determination, following an annual review.

6.2 Where the conditions of this Determination have been altered the appointee will be advised of any such variations.

7. Professional Standards

7.1 Employees must obey the professional standards set out in Commissioner's Order 2; the Commander's Orders relevant to the appointee's mission, or any other relevant legislations and internal policy which apply to the appointee.

8. Discharge of Duties

8.1 Appointees will perform their Mission Component duties in accordance with the relevant legislative and policy requirements, and at the direction of the relevant Delegate.

9. Status of Deployment

9.1 Under this Determination the appointee will be unaccompanied by family members, relatives and dependents for any periods of overseas deployment.

9.2 There will be no reclassification of an appointee's status for deployment under this Determination.

10. Periods of Deployment

10.1 A period of deployment is the working term of deployment (not inclusive of accrued leave) nominated to the appointee by IDG that will make up part of the Mission Component Service Period as defined under this Determination

10.2 The location and length of periods of deployments will be dependent on overseas operational requirements of the IDG and determined by NMIDG.

10.3 Appointees who complete each period of deployment will return to their previous home base work location unless otherwise instructed by NMIDG.

10.4 Appointees travel to and from an appointees period of deployment overseas, from Australia, will contribute to the period of deployment, Mission Component Service Period and Mission Component Leave accrual.

10.5 An appointees rotation is required to be managed pursuant of insurance coverage. Unless otherwise specified an appointees working rotation, within the period of deployment may not exceed 20 weeks without the prescribed leave in clause 13.2 being applied and taken.

11. Medical and Psychological Debriefs

11.1 Appointees will be required to complete medical and psychological debriefs following each period of deployment as directed by NMIDG.

11.2 Appointees Mission Component leave used for medical and psychological debriefs will not exceed the maximum of 10 days per deployment service year.

12. Requests to Vary Deployments and Service Periods

12.1 Appointees may seek approval from the NMIDG to change their periods of deployment within their Mission Component service period.

12.2 Requests to vary periods of deployment must be submitted 90 calendar days in advance.

12.3 Appointees may not seek to reduce their Mission Component service period availability, subject to section 17.

13. Periods of Leave and Leave Accrual

13.1 An appointee deployed for a period greater than 28 days will have access to Mission Component leave as outlined in 13.2.

13.2 Mission Component leave will accrue at the rate of 1 week's (7 calendar days) leave for every 4 weeks (28 calendar days) overseas deployment. One week's leave will be remunerated as 40 hours of salary and relevant composite. Each complete 24 hours of service overseas, encompassing midnight to midnight, will count toward Mission Component leave. A pro-rata accrual will apply for every 24 hour period or part thereof of overseas service.

13.3 An appointee deployed for a period less than 28 days will accrue Mission Component leave at a pro-rata rate of 228 hours per annum.

13.4 If an appointee deploys for a period less than 28 days, and the period of their deployment incorporates the start of a new Three Calendar Month Averaging Period (July, October, January, April), which results in the appointee failing to accrue a rest day under an alternate Industrial agreement, the appointee will be entitled to an additional leave period of 7.6 hours immediately upon return from their deployment. The additional leave period must be used within the relevant Three Calendar Month Averaging period.

13.5 Should the appointees deployment be extended leave accrued in clause 13.4 and 13.5 will be nullified and leave accrued in accordance with 13.1.

13.6 Mission Component leave will not be granted in advance of accrual.

13.7 Mission Component leave accrued under 40H (2) duties must be exhausted before utilising relevant Workplace Agreement accruals, for recreation, on return to Australia.

14. Miscellaneous Leave and Other Leave Provisions

14.1 NMIDG may, upon a request from an appointee, grant miscellaneous leave. NMIDG may determine the applicable leave period, and that the appointee travel to and from their home base during this leave period, will be at the AFP's or appointee's expense.

14.2 Where an appointee is granted a suspension of their Mission Component Service period, they will cease to be deployed under this determination. In this case, an appointee will automatically revert to their relevant Workplace Agreement. All approved leave during this period must be applied consistent with the Workplace Agreement.

14.3 Appointees with approved personal leave as defined under this Determination will be reassigned duties in accordance with section 40H (1) of the AFP Act as part of the Mission Component.

14.4 Approved personal leave will result in a suspension of an appointees Mission Component service period. NMIDG may determine that the appointees travel to and from their home base during this leave period, will be at the AFP's or appointee's expense.

14.5 Appointees may apply to undertake Defence Reserve Service (DRS) during periods of deployments. Appointees performing Defence Reserve Service will cease entitlements under this Determination.

14.6 Completed components of the period of deployment overseas for Mission Component appointees will be paid accordingly under this Determination for appointees reassigned for Defence Reserve Service.

14.7 Defence Reserve Service will constitute a suspension of the Mission Component Service Period.

15. Stand down Period

15.1 NMIDG, Mission Commander or the appointee's supervisor may at any time, subject the appointee to a stand down period, under this Determination, to be taken only in mission. For the avoidance of doubt, mission stand down provisions cannot be taken in Australia.

15.2 If an appointee is stood down, the appointee will be notified of the stand down period arrangements, where practicable in writing.

15.3 Where an appointee is stood down under this section, the appointee will be entitled to their base salary, composite and other applicable allowances payable under this Determination.

15.4 Stand down periods will count as service for the Extended Unaccompanied Overseas Service Allowance, period of deployment and towards the Mission Component Service Period.

15.5 NMIDG, Mission Commander or the appointee's supervisor will notify the appointee if and when the appointee is to resume or recommence Mission Component duties in mission.

16. Suspension of Deployment

16.1 Suspension of an appointees period of deployment or Mission Component service period under this Determination may be used on a longer-term basis for any reason including:

- (a) operational or organisational;
- (b) health and welfare;
- (c) miscellaneous or leave provisions approved under section 14;
- (d) professional standards matters (which may or may not follow on from matters investigated during a stand down period); or
- (e) IDG management initiated disciplinary matters.

16.2 If the appointees period of deployment or Mission Component service period is suspended:

- (a) the appointee will be notified in writing of the arrangements for the Suspension and any other relevant matters such as re-assignment of duties;
- (b) the appointee will be repatriated to Australia;
- (c) the appointee will not be entitled to allowances or composites specified in this Determination, subject to section 29; and
- (d) the suspension will not count as service for the Extended Unaccompanied Overseas Service Allowance, subject to section 29.

16.3 Where an appointees period of deployment or Mission Component service period is suspended, but the appointee is not suspended from duties, the appointee may be returned to Australia and be reassigned duties in their home base location, or other location as tasked by NMIDG (under section 40H (1) of the AFP Act) which are not covered by this Determination.

16.4 The relevant Workplace Agreement will provide the relevant employment conditions once the appointee commences those reassigned duties in Australia.

16.5 The Commissioner or his delegate will notify the appointee in writing whether or not the appointee is to resume duties, return to their current deployment arrangements or assigned duties elsewhere.

16.6 If the appointee resumes Mission Component duties, provision of all relevant allowances and entitlements specific in this Determination will resume from the date that the duties recommence overseas. Unused accruals of Mission Component leave prior to the suspension period and not used during the period of suspension will be reinstated.

16.7 If the appointee resumes their Mission Component period of deployment, accrual of all relevant allowances and entitlements, for the period of suspension, specified in this Determination will recommence from the date notified in writing to the appointee.

17. Termination of a Mission Component Service Period

17.1 The Commissioner or his delegate may at any time terminate an appointee's period of deployment, and Mission Component service period. Once the appointee's period of deployment and or Mission Component service period is terminated, the Commissioner or his delegate may;

- (a) direct that appointee to return to Australia;
- (b) assign that appointee other IDG duties in Australia; or
- (c) direct that the appointee may not perform Mission Component duties for a specified period.

17.2 The appointee is only entitled to any allowances payable under this determination that are accrued to the date of the termination within the period of deployment, subject to section 29 under this determination.

17.3 Where an appointee wishes to voluntarily end their period of deployment or Mission Component service period they are required to provide notice as soon as practicable, with a view that it should be at least 4 weeks.

17.4 Where an appointee voluntarily ends their period of deployment and/or their Mission Component service period prior to completing their allocation of the deployment period, the following will apply:

- (a) the appointee is required to use the Mission Component leave accrued immediately following their return to Australia.

17.5 Pro-rata of Mission Component leave accrual is not applicable to sub section 17.4 (a).

17.6 An appointee who elects to terminate their period of deployment prior to completing an allocated term will not be entitled to EUOSA payments for that period of deployment.

17.7 Where an employee has received any advance payment of any allowances under this Determination, which they are not entitled to retain due to early termination of a period of deployment or Mission Component service period, that amount owing must be repaid to the AFP in accordance with section 30 of this Determination.

17.8 The AFP is under no obligation to return the appointee to their former geographic location prior to their employment with Mission Group in the event of the appointee terminating their period of deployment or Mission Group service period.

18. Hours of Duty

18.1 The appointee's hours of duty are determined by the mission-specific Commander, Coordinators, Team Leaders or Supervisors.

19. Salary

19.1 Appointees will be engaged at their base salary to the Mission Component in policing or non-policing roles.

19.2 Where it is determined that an appointee is required to perform a role (as outlined in 19.1) at a higher level they may be eligible for an allowance to be paid in recognition of this high work value. This allowance will be based on the minimum base salary usually paid this given role.

19.3 Appointees' base salary will vary to reflect AFP wide wage increases.

20. Composite Allowance

20.1 On commencing a Mission Component period of deployment under this Determination an appointee is entitled to a composite allowance of 65%. Employees receiving this composite will be required to work flexibly by providing a 24 hour 7 day per week coverage.

20.2 Employees receiving this composite may be required to work in excess of 40 hours per week due to operational necessity. No other payment for hours will be made and provisions under any other workplace agreement will not apply.

20.3 The composite in clause 20.1 will be paid during all Mission Component leave approved periods.

20.4 The component of the appointee's base salary composite as paid in accordance with the assignment of duties in Australia under section 40H(1) of the *AFP Act 1979*, but not inclusive of purchased composite, will continue to be superable under this Determination.

21. NTM Allowance

21.1 NTM (Notice to Move) Allowance is paid in recognition of significant disruption to Mission Component appointees and their families. In particular the uncertainty regarding deployment locations, mission to mission deployments and the uncertainty of the length of time appointees may be deployed due to operational changes.

21.2 The allowance payable is \$100 per week fortnightly in arrears pro-rata.

22. Extended Unaccompanied Overseas Service Allowance

22.1 EUOSA is provided in recognition of an appointee's completion of a period of overseas duty with the IDG, and the challenges involved in performing duty in overseas locations.

22.2 On completion of an appointee's period of deployment, an appointee will be paid an additional entitlement, the Extended Unaccompanied Overseas Service Allowance (EUOSA). For simultaneously deployed members who ordinarily reside together in Australia as spouse/partners, one member will only be entitled to EUOSA under this Determination.

22.3 The amount of EUOSA payable to an appointee who completes a period of deployment will be \$375.00 per deployed week.

22.4 Mission Component leave accrued weeks are not classified as deployed weeks for the payment of EUOSA.

22.5 Periods of deployment as assigned must be completed for payment of EUOSA pursuant of section 22 and 29. Where NMIDG or delegate terminates or alters an appointee's period of deployment, or where an appointee is directed by NMIDG or delegate to return to an Australian-based Mission Component role, EUOSA will be paid pro-rata for the time deployed overseas.

23. Mission Allowance

23.1 Appointees are entitled to a Mission Allowance at a rate specified in column 2 of Attachment A.

23.2 Mission allowance will be paid on the first day of duties in mission (excluding travel days into mission) and for all subsequent days performing duties overseas.

23.3 Appointees are not entitled to the Mission Allowance during any other times, including Mission Component leave, miscellaneous leave or a suspension period while the appointee is in Australia.

23.2 The rate to be paid is based on a DIO or an AFP operational threat assessment of the criteria outlined in column 1 of 'Attachment A'.

23.3 If DIO or AFP considers the threat level is low enough that no assessment needs to be carried out, Mission Allowance will not be payable.

23.4 If an initial assessment for the relevant mission is completed after the appointees' arrival in-country, payment of the allowance associated with the assessment, will be backdated to the date of assessment or of the appointee's arrival in-country whichever is the later.

23.5 If a DIO review of its assessment results in a change of threat level, then the amended rate of Mission Allowance will be paid with effect from the date the amended assessment is officially notified to the AFP, or in the case of an AFP assessment, the effective date notified by the AFP.

24. Transfer Allowance

24.1 The amount of Transfer Allowance is \$775.00 at the commencement of the initial period of deployment overseas. Under the Mission Component duties, appointees are only eligible to receive this Transfer Allowance once.

24.2 For the avoidance of doubt, this allowance does not count for superannuation purposes.

25. Outlay Advance

25.1 An appointee with IDG Mission Component, likely to deploy for a period greater than 12 consecutive months for a period of deployment, may nominate to receive the Outlay Advance.

25.2 The recoverable advance payable is \$5200 and not taxable.

25.3 This allowance is payable upon the initial period of deployment within the Mission Component service period and is recovered on a fortnightly pro-rata basis within 1 deployment service year.

25.4 For an appointees Mission Component period of deployment that is less than 52 weeks, any amount owing of the Outlay Advance must be repaid to the AFP in accordance with section 30.

26. Telephone/Communications Allowance

26.1 Appointees will receive a payment of \$40.00 per fortnight as a telephone and communications allowance under this Determination. This set rate may be varied by NMIDG from time to time.

26.2 The telephone and communications allowance is to assist the costs of telephone calls/electronic communications to family of appointees in Australia while the appointee is in-country (overseas) performing Mission Component duties.

26.3 Telephone and communications allowance will not be paid to appointees undertaking Mission Component accrued and approved leave overseas or otherwise.

27. Meals and Accommodation Allowances

27.1 Meals and accommodation will generally be provided for the appointee while on a deployment with the AFP or from a third party (for example, the United Nations).

27.2 Where accommodation and/or all meals are not provided, while on an overseas deployment, an allowance will be payable. This allowance may be paid by the AFP or a third party, dependent on the management structure and responsibilities for particular missions.

27.3 Where an allowance in recognition of meals and accommodation is made by a third party, no further allowance will be paid to the appointee under this Determination by the AFP.

27.4 Where an appointee can demonstrate significant additional cost in procuring food items above the rate of allowance payable, the National Manager IDG may approve payment of a higher rate of allowance in those circumstances.

27.5 Where paid, allowances for accommodation and meals covered by this section will be paid for the period an appointee is on a period of deployment in an overseas location. Allowances under this section will cease if an appointee returns to Australia for any reason.

27.6 These allowances will not be paid during Mission Component leave periods.

28. Field Accommodation Allowance

28.1 Appointees' required to camp out or employed in a camping party in mission may be paid Field Accommodation Allowance.

28.2 Field Accommodation Allowance will be paid at the rate of \$36.45 per day.

28.3 This allowance may vary from time to time as determined by NMIDG.

28.4 For the avoidance of doubt, an appointee who is in the field but who goes to a purpose-built structure to sleep is not classified as in the field or camping.

29. Special Circumstances - Determination of Entitlements

29.1 If, during the period of deployment, an appointee:

- (a) is directed by the Commissioner or his delegate to perform Mission Component duties, IDG duties or other duties in Australia;
- (b) returns to Australia on health, welfare or compassionate grounds not in relation to section 14 ;
- (c) is repatriated to Australia for operational reasons;
- (d) has their current period of deployment or their Mission Component service period suspended under section 14; or
- (e) has their period of deployment or Mission Component service period terminated under section 17;

then the appointee may request in writing the National Manager IDG to consider any special circumstances surrounding that appointee's entitlement to any allowances under this Determination or other assistance. The National Manager IDG may determine on a case by case basis the following matters:

- (a) whether the employee is eligible to return to Mission Component duties;
- (b) whether any suspension period under section 16 will count as service towards the period of deployment and Mission Component service period;
- (c) whether the AFP will provide any assistance or funding for the appointees' travel; and
- (d) the entitlements the appointee will receive in the circumstances.

30. Repayment of Allowances

30.1 Where an appointee has received an advance payment or part payment of any IDG allowance, and the appointee does not satisfy the requirements for entitlement to the allowance, that appointee must repay any amounts owing to the AFP.

30.2 Repayments will be made in accordance with AFP Commissioners Order 4 - Finance (CO4) and the Financial Management and Accountability Act 1997.

31. Travel

31.1 The AFP will provide an appointee with transport to and from his or her home base for deployment in accordance with IDG policies and guidelines.

32. Uniform and Accoutrements Issue

32.1 Appointees will be provided with suitable uniforms and accoutrements, as approved by NMIDG.

33. Personal Effects Insurance and Life Insurance

33.1 The AFP will provide limited personal effects insurance in accordance with AFP Guidelines and Policies.

33.2 Appointee insurance coverage should be managed in accordance with clause 10.5 of this Determination.

34. Taxation

34.1 Tax exempt status from prior IDG service may not carry over and is not guaranteed under this Determination.

35. No Further Claims

35.1 Irrespective of the duties or hours of duty performed by an appointee during the deployments to which this Determination applies, no further claims for payment will be paid. In addition, no other claims of any nature associated with the deployments will be paid, other than those appointee entitlements detailed under this determination.

Attachment A

Rates of Mission Allowance

For the purpose of clause 23 (Mission Allowance), the rates of Mission Allowance are as follows:

Situational Hazards - Military Threat

Column 1 Threat Level	Column 2 Daily rate of allowance
Very Low	-
Low	\$11
Medium	\$21
High	\$31
Very High	\$41

Criteria for Assessing the Rate of Mission Allowance

For the purpose of clause 23 (Mission Allowance), the criteria for assessing the rate of the allowance are:

1. The political and military situation in the operational area and its stability;
2. The activities and aims of the military forces and other armed groups present in the area;
3. Any introduced military hazards including mines and unexploded ordnance and booby traps;
4. The incidence of violent crime, civil disturbance, terrorism, insurgency, and insurrection; and
5. Any other military factor relevant to the security of members of the group/detachment.

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UNDER THE FREEDOM OF INFORMATION ACT 1982 (Cth)

Australian Federal Police - International Deployment Group - Determination No 20 of 2005

COMMONWEALTH OF AUSTRALIA

Australian Federal Police Act 1979

Determination No 20 of 2005

Australian Federal Police (Overseas Conditions of Service International Deployment Group Capacity Building)

I, Stephen Walker, Delegate of the Commissioner of the Australian Federal Police, make the following Determination under section 40H(2) of the *Australian Federal Police Act 1979*.

Dated 24/1/11



Delegate of the Commissioner

1. Title

This Determination may be cited as Determination No 20 of 2005.

2. Commencement

This Determination commences on 22 December 2005.

3. Definitions

The Act means the *Australian Federal Police Act 1979*.

Allowable travel cost means the Best Fare available to the AFP on the day of travel.

The Commissioner means the Commissioner, Australian Federal Police or the Commissioner's Delegate.

Accompanied Basis means an employee whose dependent/s will or has resided in mission accommodation provided to the deployed employee by the AFP for a total period exceeding 90 calendar days, in any 12 month period during the period of deployment.

Unaccompanied Basis means any employee who is not deployed on an 'Accompanied Basis'. The AFP can mandate a deployment to be on an 'Unaccompanied Basis' at any time.

Accompanying dependent means a dependent of a deployed AFP employee who will reside/has resided in mission accommodation provided to the employee by the AFP for a total period exceeding 90 calendar days, in any 12 month period during the period of deployment.

Dependant is defined and will apply to one or more dependents that reside, will reside or have resided with the deployed AFP member as:

- a spouse/partner who ordinarily lives with the member;
- a child of the employee, or the employee's spouse, who:
 - i. is dependent on the employee; and
 - ii. ordinarily lives with the employee; or
 - iii. is less than 18 years of age; or
- another person who has been approved by the Commissioner, determined on a case-by-case basis.

Dependent school child is defined for the purposes of tuition and Boarding Fees as an approved dependant child who ordinarily forms part of the employee's household and is undertaking primary or secondary education.

Determination No 1 of 2001 means Commissioner of Police Determination No 1 of 2001 made under s40H of the *Australian Federal Police Act 1979* or any successor Determination

ECA means Employment Conditions Abroad International.

Partner/spouse means de facto and same sex relationships for a minimum period of not less than three (3) months and supported by documentary evidence of co-dependence. Where the Commonwealth's interests are not likely to be prejudiced the Commissioner may approve that the employee be regarded as a married employee for the purposes of this Determination.

Enterprise Agreement means the AFP Executive Level Enterprise Agreement 2011 in respect of substantive Band 9 employees of the AFP and has the same meaning as provided in the Fair Work Act 2009.

Transitional Instrument means an agreement which is generally in respect of an AFP employee or class of employees and has the same meaning as defined in the *Fair Work (Transition Provisions and Consequential Amendments) Act 2009*

Singular, Plural and Gender in this Determination, the singular includes the plural, the plural includes the singular and gender related pronouns include the feminine, masculine and neuter.

Other definitions are as per Determination No 1 of 2001 unless specifically modified by this Determination.

4. Application

This Determination applies to AFP employees directed under s40H of the Act to undertake duties overseas under this Determination as part of an International Deployment Group deployment for a period of more than 12 months, or for a lesser period specifically determined by the Commissioner. Unless otherwise agreed by National Manager IDG, the maximum deployment under this Determination will be 2 years.

Employees must be specifically deployed under this Determination, as opposed to being deployed under Commissioner of Police Determination No 19 of 2005 or any other Overseas Determination. An Unaccompanied Deployment under this Determination is not considered as an Unaccompanied Deployment as defined by Determination No 19 of 2005.

5. Delegation

5.1 The Commissioner may delegate any of his powers and functions in this Determination, other than this power of delegation. Such a delegation must be in writing signed by the Commissioner.

5.2 When a delegate exercises a power, it is considered, for the purposes of this Determination, to have been exercised by the Commissioner.

5.3 The Commissioner may revoke any delegation of a power or function. Such a revocation must be in writing signed by the Commissioner.

5.4 A delegation of a power or function does not prevent the Commissioner from exercising that power or function.

6. General

The terms and conditions applying to an AFP employee assigned duty overseas under this Determination on an Accompanied Basis shall be as provided for in the attached Schedules A & B in lieu of any other entitlements that may apply as the result of any other relevant industrial agreement unless specified in this determination.

The terms and conditions applying to an AFP employee assigned duty overseas under this Determination on an Unaccompanied Basis shall be as provided for in the attached Schedules A & C in lieu of any other entitlements that may apply as the result of any other relevant industrial agreement unless specified in this determination.

7. Professional Responsibilities

7.1 Employees must obey the professional standards set out in Commissioner's Order 2, Commander's Orders relevant to the employee's mission, or any other relevant instrument which apply to the employee and sets out the ongoing responsibilities and expectations of that employee.

7.2 Failure to maintain the highest standards of conduct, in accordance with the expected standards contained in these instruments, will cause a review of the employee's Deployment, and may result in stand-down, suspension from the Deployment, suspension from employment or termination of either the deployment or of employment.

7.3 The employee will perform their duties in accordance with the relevant legislative and policy requirements, including but not limited to:

- The AFP Act 1979 and the regulations made under it;
- *The Complaints (Australian Federal Police) Act 1981*;
- *The Safety, Rehabilitation and Compensation Act 1988*;
- Directions given by the responsible National Manager;
- Relevant International Instruments; and
- Directions given by responsible Commanders, Team Leaders or Coordinators.

8. No Further Claims

Irrespective of the duties performed during the assignment of duties to which this Determination applies, no further claims for payment will be paid other than as provided in this Determination.

Schedule A – Terms and Conditions applying to all employees assigned duty overseas basis under this Determination

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Part 1 – Salary, Composites and Leave Entitlements

1.1 Salary and leave entitlements

Unless varied by this Schedule, the:

- base salary
- leave entitlements
- salary sacrifice arrangements

applying to an employee covered by this Determination shall be as provided for in the Relevant Transitional Instrument or Enterprise Agreement for an employee at the level.

1.2 Salary for superannuation purposes

Only the base salary, not including composite allowances and loadings, counts for superannuation purposes.

1.3 Exclusions

Other than for the salary and leave entitlements, unless specifically called up by this Determination, the relevant Transitional Instruments or Enterprise Agreement does not apply.

1.4 Higher duties

Where specific needs in a mission are identified, employees may be considered for higher duties. Employees who are required to perform higher duties in a particular mission will be remunerated in accordance with the higher duties methodology set out in the relevant Transitional Instruments or Enterprise Agreement.

1.5 Hours of duty

Employees will, in consultation with their Team Leader/Coordinator, organise their hours of work to perform their duties as necessary. Time off in lieu to leave the post will not apply.

1.6 Public holidays

Public Holidays will apply as they apply in the Australian Diplomatic Mission.

1.7 Long Service Leave

Long Service Leave will not be approved during a deployment under this Determination.

Part 2 – Overseas Posting Allowances

2.1 Transfer Allowances (Pre-departure)

Prior to posting, the employee will be paid a gross transfer allowance of 8 % plus 2% for each approved accompanying dependant of the employee's base salary (not including composite).

Should the posting not proceed, the Commissioner may require recovery of any unexpended portion of the transfer allowance.

2.2 Composite Overseas Loading

A Composite Overseas Loading will be paid for the duration of the posting. The Composite Overseas Loading is 65% of the employee's base salary plus 4% for each approved accompanying dependant.

2.3 Location Allowance

A gross Location Allowance may be paid due to the location and conditions prevalent in the host country. The loading is determined by the Employment Conditions Abroad (ECA) and is regularly reviewed. This loading will be paid as a percentage of base salary (not including composite).

2.4 Transfer Allowance (Repatriation)

A gross allowance will be paid to cover costs associated with the re-establishment of a household in Australia and on cross-deployment. This payment is calculated at 4% of the employee's base salary (not including composite) plus 1% per approved accompanying dependent.

2.5 Outlay Advance

Any employee on overseas deployment of 12 months or more is eligible to receive an outlay advance to the amount of \$5,200 which is to assist with establishment costs at the overseas post, however, there is no restriction placed on the use of the advance. The advance is not taxable and is fully recoverable within the first year at the overseas post. IDG will arrange for the automatic deduction of \$200 per fortnight from the employee's fortnightly pay. This advance is also available to employees on cross-deployment.

Part 3 – Travel to Overseas Post

3.1 Travel by Air

Travel to the overseas post and return travel to the locality at which the employee normally resides at the end of the overseas deployment, will be provided by the AFP to the employee and accompanying dependants.

The class of travel is outlined in the AFP Travel Policy. Other than provided by this Determination, no private travel will be provided by the AFP.

3.2 Baggage Allowance

Where an employee's effects are not airfreighted to the overseas post, employees may receive an entitlement of 15 kgs excess baggage for the deployee and each accompanying dependent, in addition to the normal airline baggage allowance. This entitlement may be converted to unaccompanied baggage.

Part 4 – Compassionate Travel

4.1 Travel for Compassionate Reasons – Definitions

For the purposes of entitlements under this clause, the following definitions are applied:

Close relative - in the case of **an employee**:

- the employee's spouse, if the spouse does not accompany the employee on a long-term overseas deployment;
- a child or parent of the employee; or
- another person who has a close relationship to the employee, child or parent and is, due to special circumstances, approved by the Commissioner as a close relative of the employee.

Close Relative - in the case of a spouse who accompanies an employee on a long-term overseas deployment -

- the employee;
- a child or parent of the spouse; and
- another person who has a close relationship to the employee, child or parent and is, because of special circumstances, approved by the Commissioner as a close relative of the employee.

Child Attending Boarding School in Australia

If a child defined as a close relative is attending boarding school in Australia and the employee is entitled to education assistance, the child is taken to live at the locality at which the employee ordinarily lives in Australia.

Critical/dangerous illness

An employee, spouse or close relative, is not entitled to be reimbursed for travel in the event of illness unless a qualified medical practitioner treating the person has certified that at the time, or at any time during the illness the certificate is given, the person is critically or dangerously ill.

4.2 Fares of Relatives who Visit Sick Employee

If an employee or spouse at the overseas location becomes critically or dangerously ill and a close relative of the employee or spouse travels to the overseas location whilst the person is critically or dangerously ill, the employee is entitled to be reimbursed an amount equal to the lesser of:

- the cost of fares incurred by the close relative for travel to and from the overseas location;
- the allowable travel cost for the travel; and
- the allowable travel cost for travel from the locality where the employee ordinarily lives in Australia to the overseas location where the employee ordinarily performs duty.

If a close relative referred to in this clause ordinarily lives at a locality other than the locality at which the employee ordinarily lives in Australia, the amount of fares incurred by the close relative is to be reduced by the allowable travel cost for travel from the locality at which the close relative ordinarily lives to the locality at which the employee ordinarily lives in Australia.

4.3 Death of an Employee Overseas

If an employee or employee's spouse dies overseas and a close relative of the employee or spouse travels overseas to attend the funeral or to make necessary arrangements arising from the death of that person, and the remains of the person are not to be removed at Commonwealth expense, the employee or, in the event of the employee's death, the spouse, is entitled to be reimbursed an amount equal to the lesser of:

- the cost of fares incurred by the close relative to travel to and from that locality;
- the allowable travel cost for the travel; and
- the allowable travel cost for travel from the locality where the location ordinarily lives in Australia to the locality overseas to which the close relative travels.

If a close relative referred to in this clause ordinarily lives at a locality other than the locality at which the employee ordinarily lives in Australia, the cost of fares incurred by the close relative is to be reduced by the allowable travel cost for travel from the locality at which the close relative ordinarily lives to the locality at which the employee ordinarily lives in Australia.

4.4 Fares to Visit Close Relative in Special Circumstances

If a close relative of an employee or spouse on deployment dies or becomes critically or dangerously ill and the employee or spouse travels to the locality where the close relative lived prior to death, the locality at which the funeral of the close relative is held, or to another locality for the purpose of visiting the close relative while the close relative is critically or dangerously ill, the employee is entitled to be reimbursed an amount equal to the lesser of:

- the cost of fares incurred by the employee or spouse, as the case may be, for the travel; and
- the allowable travel cost for travel from the overseas location to the locality to which the employee or spouse traveled.

If the travel referred to in this section is to a locality other than the locality at which an employee ordinarily lives in Australia, the amount of fares incurred by the employee, or the spouse, as the case requires, is to be reduced by the allowable travel cost for travel from the locality at which the employee ordinarily lives in Australia to the locality to which the employee or spouse travels.

4.5 Limitation on Travel Except in Certain Circumstances

During an overseas deployment an employee, spouse or close relative is not entitled to be reimbursed for travel more than once for the illness or death of the same person unless the Commissioner is satisfied that special circumstances make it essential for the person to undertake additional travel, for example:

- the circumstances relating to the first and subsequent visit;
- the nature of the relationship between the persons involved;
- the interval between the visits;
- the period before the employee's deployment will be completed;
- the cost of travel; and
- any other factor relevant to the travel.

4.6 Fares of a Child to Accompany Person Travelling

For the purpose of the above sections, the cost of fares and the allowable travel cost are taken to include the fares of a child if:

- a person is entitled to be reimbursed for fares under those sections;
- the person is the parent of the child; and
- the Commissioner is satisfied in regard to:
 - the age of the child;
 - any arrangements the person could make for the care of the child in the circumstances; and
 - the circumstances in which the person travels,
- that it is impractical to make other appropriate arrangements for the care of the child.

4.7 Standard of Travel

Compassionate travel should be undertaken at economy standard and advantage taken, wherever possible, of all available concessions and discounts. However, given this travel is often unplanned and of an urgent nature, discretion is left to allow travel at a higher standard.

Part 5 – Accommodation at Overseas Post

5.1 Residential Accommodation

The AFP will provide an employee and, if an accompanied posting, any accompanying dependents, with a suitable, furnished residence having regard to:

- the status and position of the employee;
- where accompanied, the number of accompanying dependants at overseas post; and
- the conditions at overseas post.

The AFP will pay reasonable rental and utility costs.

5.2 Costs Incurred Under the Terms of an Employee's Occupancy

An employee who is required to pay property taxes or other such payments at the location of overseas deployment, arising out of an agreement entered into by the Commonwealth, will be reimbursed such costs.

5.3 Provision of Meals

Where meals or foodstuffs are provided in Mission to a deployee by the AFP the deployee will pay for those meals or foodstuffs provided. The amount payable will be determined by IDG from time to time, taking into account the actual costs of provision.

Schedule B – Terms and Conditions applying to all employees assigned duty overseas basis on an accompanied basis under this Determination

Schedule to Determination No 20 of 2005 Australian Federal Police (Overseas Conditions of Service – International Deployment Group – Capacity Building)

Part A – Specific Terms and Conditions for Accompanied Postings

Accompanied Postings for a 12 Month period

- 1 leave fare to nominated home base for deployed personnel and accompanying dependants per year;
- Payment of tuition fees up to a maximum of \$10,000 respectively per year for each dependent school child who ordinarily forms part of the employee's household;
- A Boarding Allowance of \$5,200 p.a. will be paid (in fortnightly installments) for each dependent school child who ordinarily forms part of the employee's household who does not accompany the deployee in mission.

Accompanied Postings for a 2 Year or greater period

- Travel benefits: employees deployed accompanied overseas under this Determination for a period of 2 years will be paid an allowance of \$20,000 per annum (paid on a pro-rata fortnightly basis) in lieu of other leave fare/travel entitlements.
- The allowance is only payable during the period deployed overseas. Further rules applying to this allowance will be issued in writing by NMIDG.
- Payment of tuition fees up to a maximum of \$10,000 per year for each dependent school child who ordinarily forms part of the employee's household;
- A Boarding Allowance to cover costs of Board of \$5,200 p.a. will be paid (in fortnightly installments) for each dependent school child who ordinarily forms part of the employee's household who does not accompany the deployee in mission.

Part B – Other Arrangements

For accompanied deployments, all other entitlements shall be as follows:

Removal of Personal Effects

Entitlement as per Schedule B(1) or payout of an additional \$2,000 per year.

Insurance of Personal Effects

Entitlement as per Schedule B (2).

Assistance with Health Services Provided Overseas

Entitlement as per Schedule B (3) Assistance with health services provided overseas

Schedule B(1) – Removal of Personal Effects

The removal of personal effects to the overseas location is based on a cubic metreage system. There is no restriction on what can be taken, subject to quarantine and Customs regulations, provided it fits within the metreage limit. Any costs for additional metreage will be at the employee's own expense.

Employees already overseas at the date of this Determination may choose the option most favourable to their circumstances, ie. the current inventory method or metreage.

Schedule of cubic metre (m3) limits by family composition

Family composition	1	2	3	4	5	6
Volume of Goods outward (m3)	12	16	18	20	22	24
Volume of Goods inward (m3)	15	20	23	25	28	30

An employee's personal effects not removed to the overseas location can be stored in Australia at the AFP's expense from the day of uplift until the completion of deployment, up to and including six (6) weeks from the date of departure from the overseas location.

Schedule B(2) – Insurance of Personal Effects

Insurance of Goods Overseas

If an employee's personal effects are removed overseas at AFP expense the employee is entitled to worldwide, multiple risk insurance to the value of not more than \$A80,000 for the period beginning on the day the goods are uplifted from the employee's residence in Australia and ending on the day on which the goods are returned to the employee's residence in Australia. The costs associated with the payment of premiums over this limit will be the employee's responsibility.

Insurance of Goods in Storage

If an employee's personal effects have been stored at Commonwealth expense in Australia they may be entitled to compensation for any loss or damage arising from the storage and removal to and from storage. For insurance purposes, the Commonwealth will cover the personal effects stored in Australia to the value of \$A80,000 being the total Commonwealth indemnity covered by this determination. The costs associated with the payment of premiums over this limit will be the employee's responsibility.

Schedule B(3) – Assistance with Health Services Provided Overseas

1 Period of Eligibility

This section applies to eligible persons whilst they are on an overseas deployment, including direct traveling time prior to and immediately after the overseas

deployment. The Commissioner has the discretion to extend the period of eligibility in special circumstances.

2 Reimbursement of Medical Costs

In any financial year, expenditure on medical services covered by Medicare in Australia may be reimbursed to the extent that it exceeds a basic amount per eligible person. These basic amounts are calculated by the Department of Health and represent Australian average annual expenditure on the difference between actual medical costs and the Medicare rebate. These amounts are revised each year. The Commissioner has the discretion to vary this arrangement in special circumstances.

3 Reimbursement of Hospital Costs

Hospital expenses of eligible persons may be reimbursed at a level as near as practicable equivalent to that provided for a public patient in Australia. No contribution is required. The Commissioner has discretion to authorize higher reimbursement where facilities at the appropriate standard are not available, eg. at a locality where the use of the public hospital is not acceptable.

4 Pharmaceutical Products

An employee may be reimbursed excess costs associated with the purchase of pharmaceutical products. For this purpose, the excess is all costs in excess of 66 % of the amount they would have to pay in Australia under the Pharmaceutical Benefits Scheme (PBS). Where the amount not reimbursed during a calendar year exceeds 66% of the safety net set under the PBS, the amount to be met by the employee is reduced to a lower level. Both these amounts will be varied as and when the PBS amounts in Australia are revised.

5 Ancillary Health Costs

An employee who incurs costs for an eligible person for an ancillary service during the period of eligibility is entitled to be reimbursed for the amount by which the cost exceeds the cost of a service in Australia, ie. the same or, if a service of that kind is not available in Australia, similar to the ancillary service.

6 Ambulance Costs

Employees are entitled to reimbursement of costs where the medical condition of an eligible person necessitates the use of an ambulance. No contribution is required towards these costs.

7 Costs of Routine Medical Checks During and After Overseas Deployment

If the Commissioner is satisfied, having regard to:

- the general standard of health at the locality of the overseas office; and
- the incidence at the locality of diseases that are unlikely to be contracted in Australia;

that it is necessary for eligible persons who live or who have lived at the overseas office to undergo routine medical checks, a employee who incurs costs for an eligible person for a medical check of that kind will be reimbursed costs.

8 Medical Examination on Return from Overseas Deployment

Employees are to undergo a medical examination on return from overseas deployment. The AFP recommends approved dependants also undergo a medical examination. The cost of this is included in the Transfer Allowance (Repatriation). Medical examination results are to be forwarded to the Director, Medical Services prior to the employee's debriefing program.

9 Assignment of Rights to Recover Costs

An employee is not entitled to be reimbursed for any expenses unless any right to recover expenses from another person is assigned to the Commonwealth (with the exception of health fund benefits for ancillary services).

10 Payment for Health Services instead of Reimbursement

If an employee is entitled to be reimbursed in full or for part of the cost of a health service, other than an ancillary service or a pharmaceutical product, the employee may request that payment of the cost of the service be made directly to the provider instead of reimbursing the employee.

This provision will not apply unless the employee has paid to the Commonwealth any amount in excess of the cost the employee is entitled to be reimbursed.

11 Travel to Another Locality for Health Care

If the Commissioner considers, having regard to the factors set out below, that an eligible person requires health care that can be neither satisfactorily provided at the overseas office nor delayed until the person is away from the overseas office for recreation or other purposes, the Commissioner may authorise that person's travel at AFP expense to a locality where appropriate treatment can be provided. The factors are:

- the apparent state of health of the eligible person and any available professional advice on the person's state of health;
- the treatment that appears to be relevant to the person's state of health;
- the health care facilities available at the overseas office;
- the availability and skill of health care professionals at the overseas office; and
- any other factor relevant to the health of the person.

Nothing in this section interrupts the period of eligibility for the purposes of assistance with health services.

12 Provision of Escort

If an eligible person has been approved to travel to another locality for health care, the Commissioner may authorise the travel of an escort at AFP expense having regard to:

- the reason for the eligible person's travel;
- any requirements applicable to an aircraft or other vehicle in which the person travels;
- the degree to which the person is able to travel independently for treatment; and
- any other factor relevant to the welfare of the person during the travel.

13 Fares of a Child to Accompany a Parent

If an eligible person has been authorized to travel to another locality for health care or travel as an escort where the eligible person or the escort is the parent of a child, the Commissioner may authorize the travel of the child to accompany the person at AFP expense subject to:

- the age of the child;

- any arrangements the person could make for the care of the child in the circumstances;
- the circumstances in which the person is to travel; and
- that it is impractical to make other appropriate arrangements for the care of the child.

14 Class of Travel for Health Care

Travel for health care purposes will be provided to the employee, escort or accompanying child at the class of travel as defined in the AFP Travel Policy. The Commissioner may vary this policy on a case by case basis, having regard to all the prevailing evidence.

15 Living Cost at Another Locality during Treatment

Accommodation and living expenses for this type of travel will be covered in the same way as defined in the AFP Travel Policy.

16 Funeral Costs Overseas

If an employee or approved dependant dies overseas the Commonwealth is to:

- pay the cost of returning the body to Australia if requested by the next of kin; or
- reimburse to the legal personal representative an amount not more than the cost otherwise payable under the above paragraph equal to the amount by which the cost incurred for the funeral at the overseas office and is greater than the reasonable costs that would have incurred in Australia.

For the purposes of 9.16. the cost of the funeral overseas of an employee or dependant at an overseas locality is taken:

- to be reduced by the amount (if any) provided by the Commonwealth for the funeral otherwise than under this clause; and
- if the body of the employee or dependant is cremated at the locality - to include the cost of returning the remains to Australia.

17 Continuation of Entitlements following the Death of an Employee

In this clause, "relevant period" means the period beginning on the day a employee dies and ending:

- in the case of transport and removal of dependants and their possessions, a year after that day; and
- in the case of any other entitlement or obligation, six (6) weeks after that day.

If an employee dies during an overseas deployment, any entitlements and obligations that would have been applicable under this Determination in relation to dependants are to continue to apply during the relevant period, except where:

- Location Allowance is payable at a rate equal to two-thirds of the rate that would have been payable, but for the employee's death;
- for the purposes of assistance with the education of a child, the deceased employee is taken to have returned to Australia on the day on which the employee died; and

- transport for the dependants and their possessions may be provided to a locality other than Australia, but the amount paid by the AFP is to be no more than the amount the AFP would have paid for their transport to Australia.

If the relevant period ends and the Commissioner is satisfied, having regard to the factors set out below, that dependants should be granted more time to conclude their arrangements at the overseas office, the Commissioner may extend the relevant period to a day that he considers reasonable in the circumstances. The factors for the purpose of this section are:

- the circumstances in which an employee died;
- the situation of the dependants who continue to live at the locality of the overseas office after the employee's death; and

any other factor relevant to the dependants.

Schedule C – Terms and Conditions applying to employees assigned duty overseas on an unaccompanied basis under this Determination

Schedule to Determination No 20 of 2005 Australian Federal Police (Overseas Conditions of Service – International Deployment Group – Capacity Building)

Part A – Specific Terms and Conditions for Unaccompanied Postings

Unaccompanied Postings for a 12 Month period

- 2 reunion fares to nominated home base for deployed personnel per year;
- Payment of an Extended Overseas Unaccompanied Allowance of \$10,000 for completion of 12 months;
- Communication allowance of \$40 per fortnight.

Unaccompanied Postings for a 2 year or greater period

- Travel benefits - employees deployed unaccompanied overseas under this Determination for a period of 2 years will be paid an allowance of \$20,000 per annum (paid on a pro-rata fortnightly basis) in lieu of other leave fare/travel entitlements.
- The allowance is only payable during the period deployed overseas. Further rules applying to this allowance will be issued in writing by NMIDG.
- Payment of an Extended Overseas Unaccompanied Allowance on a yearly basis of \$15,000 per completed year (if 2 years not completed, payment as if for a 12 month Unaccompanied Posting).
- Communication allowance of \$40 per fortnight.

Part B – Other Arrangements

For unaccompanied deployments, no other entitlements apply other than those in the following parts as they would apply to the deployee alone:

Personal Effects

Entitlement per Determination No 19 of 2005 for the personal effects of the deployee in mission only

Insurance of Personal Effects

Entitlement as per Determination No 19 of 2005 for Insurance for the personal effects of the deployee in mission only

Assistance with Health Services Provided Overseas

Entitlement as per Schedule B(3) Assistance with health services provided overseas for the deployee only.

Attachment D - Amendments to Determination 20 of 2005

COMMONWEALTH OF AUSTRALIA

Australian Federal Police Act 1979

Amendments to Determination No 20 of 2005

I, Paul Jevtovic, National Manager International Deployment Group of the Australian Federal Police (AFP) hereby amend *Australian Federal Police - International Deployment Group - Determination 20 of 2005* as follows:

1. The definition of 'Accompanied Basis', 'Unaccompanied Basis' and 'Accompanying Dependent' contained in Clause 3 shall be amended to read as set out in Schedule 1 below; and
2. Clause 3 will be further amended by the inclusion of the following:
Interpretation: 'Dependent' is as defined in Clause 3 of Determination 20 of 2005 and will apply to one or more dependents that reside, will reside or have resided with the deployed AFP member.
And
Singular, Plural and Gender- *When used in this Determination, the singular includes the plural, the plural includes the singular and gender related pronouns include the feminine, masculine and neuter.*
3. Clause 5.3 be amended to read:

Where meals or foodstuffs are provided in Mission to a deployee by the AFP the deployee will pay for those meals or foodstuffs provided. The amount payable will be determined by IDG from time to time, taking into account the actual costs of provision.

These amendments are made consistent with my delegated powers under section 40H(2) of the *Australian Federal Police Act 1979* and become effective from the date this instrument is signed by me.

AFP employees who made elections under definitions existing prior to the signing of this instrument may continue to rely on those former definitions until the first anniversary of that AFP employee's deployment into Mission.

Dated this day of June 2006.

P Jevtovic

Schedule 1

From	To
Accompanied Basis means an employee opts to deploy under	Accompanied Basis means an employee whose dependent/s will

<p>this Determination accompanied by Accompanying Dependents (Terms and Conditions at Schedule A).</p>	<p>or has resided in mission accommodation provided to the deployed employee by the AFP for a total period exceeding 90 calendar days, in any 12 month period during the period of deployment.</p>
<p>Accompanying dependent means a Dependent accompanying the employee on the deployment.</p>	<p>Accompanying dependent means a dependent of a deployed AFP employee who will reside/has resided in mission accommodation provided to the employee by the AFP for a total period exceeding 90 calendar days, in any 12 month period during the period of deployment.</p>
<p>Unaccompanied Basis means an employee opts or is required to deploy under this Determination not accompanied by any Accompanying Dependents (Terms and Conditions at Schedule B), and as such, is not entitled to any entitlements that apply specifically because a deployed employee is deployed on an Accompanied Basis.</p>	<p>Unaccompanied Basis means any employee who is not deployed on an 'Accompanied Basis'. Note: the AFP can mandate a deployment to be on an 'Unaccompanied Basis' at any time.</p>

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AFP
AUSTRALIAN FEDERAL POLICE

Australian Federal Police - International Deployment Group - Determination No 19 of 2005

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Australian Federal Police - International Deployment Group - Determination No 19 of 2005

COMMONWEALTH OF AUSTRALIA

Australian Federal Police Act 1979

Determination No 19 of 2005

Australian Federal Police (International Deployment Group Long Term Unaccompanied Deployments) Determination No 19 of 2005.

I, Paul Jevtovic, Delegate of the Commissioner of Police of the Australian Federal Police, hereby:

- (a) make the Determination at Schedule 1 under section 40H(2) of the *Australian Federal Police Act 1979*;
- (b) revoke Determination No.8 of 2004;

effective from this date.

Dated this 3rd day of December 2005.

P Jevtovic
NMIDG

1. Title

1.1 This Determination may be cited as Determination No 19 of 2005.

2. Commencement

2.1 This Determination commences on the date it is signed by the Commissioner or Delegate.

3. Revocation of Determination No. 8 of 2004 and transitional arrangements

3.1 Determination No. 8 of 2004 is revoked.

3.2 An AFP employee that was subject to the terms and conditions of Determination No.8 of 2004:

(a) is taken to be subject to this Determination from the commencement date;
and

(b) is entitled to any entitlement accrued under Determination No. 8 of 2004. For the avoidance of doubt, this includes recognition of any service for the purpose of calculating the Extended Unaccompanied Overseas Service

Allowance (EUOSA) in accordance with this Determination.

4. Preamble

4.1 This Determination has been developed to account for the unique and flexible working environment of AFP employees deployed as part of the International Deployment Group (IDG).

5. Definition

In this Determination:

AFP Act means the *Australian Federal Police Act 1979*.

AFP means the Australian Federal Police.

Certified Agreement means the AFP Certified Agreement 2003-2006 and any successive industrial agreements.

Commander means the person occupying or performing the duties of the position of the head of an Australian deployment of police personnel to a foreign country through the AFP International Deployment Group.

Commissioner means the Commissioner of the Australian Federal Police or the Commissioner's Delegate.

Delegate means a delegate of the Commissioner under section 69C of the AFP Act, who is exercising powers, functions or duties under section 40H(2) of the AFP Act.

DIO means the Defence Intelligence Organisation.

Employee means any AFP employee engaged to perform IDG Duties in accordance with this Determination, but does not include Senior Executive employees of the AFP.

EUOSA means the Extended Unaccompanied Overseas Service Allowance which is payable according to the terms set out in section 22 of this Determination.

IDG Duties means the performance of official duties by an employee in connection with IDG functions, including any period of authorised travel, IDG training or approved leave.

International Instrument means a treaty or other bilateral or multilateral agreement binding at international law between Australia and any other country or international organisation or any other authorising instrument such as a United Nations Security Council Resolution or other arrangement which governs the deployment of Australian police to another country.

National Manager International Deployment Group includes Manager International Deployment Group for operational deployment decisions.

Term of Deployment has the meaning given to it in section 12.

6. Application

6.1 This Determination applies to employees engaged to perform IDG Duties under this Determination. No other Determination will apply to employees subject to this Determination. Employees will be advised that this Determination applies to them.

6.2 All dollar amounts referred to in this Determination are in Australian Dollars (\$AUS).

7. Variations and Alterations to Determination

7.1 From time to time the Commissioner or his delegate may, in writing, alter or vary the terms and conditions in this Determination.

7.2 Where there is a requirement to negotiate minor variations to this Determination to account for AFP operational requirements in respect of an individual employee, the employee will be advised of any such variations.

8. Professional Standards

8.1 Employees must obey the professional standards set out in Commissioner's Order 2, the Commander's Orders relevant to the employee's mission, or any other relevant instrument which apply to the employee and sets out the ongoing responsibilities and expectations of that employee.

8.2 Failure to maintain the highest standards of conduct, in accordance with the expected standards contained in these instruments, will cause a review of the employee's Term of Deployment, and may result in stand-down, suspension from the Term of Deployment, suspension from employment or termination of either the deployment or of employment.

8.3 On their deployment, employees will be issued with a Commissioner's Directive by the Commissioner or a Senior Executive employee authorised by the Commissioner, which outlines the ongoing responsibilities and expectations of an employee deployed to perform IDG Duties.

9. Discharge of Duties

9.1 The employee will perform their IDG Duties in accordance with the relevant legislative and policy requirements, including but not limited to:

- The AFP Act 1979 and the regulations made under it;
- *The Complaints (Australian Federal Police) Act 1981*;
- *The Safety, Rehabilitation and Compensation Act 1988*;
- Directions given by the National Manager IDG;
- Relevant International Instruments; and
- Directions given by mission-specific Commanders.

10. Hardship Conditions

10.1 Employees may be exposed to personal risk and extreme hardship conditions while performing IDG Duties due to the inherent dangers and risks associated with performing duties in overseas jurisdictions.

10.2 The employee will be unaccompanied by family members, relatives and dependents for the term of the overseas deployment due to potential risks and hardship conditions. The Extended Unaccompanied Overseas Service Allowance is paid in recognition of these conditions.

10.3 The AFP does not support or endorse visits to unaccompanied missions by non-official visitors for the purpose of meeting AFP staff to engage in social or recreational purposes. The employee must comply with any official order or direction given by the AFP in relation to visits to missions by non official visitors, including any applicable IDG Guidelines issued from time to time.

11. Eligibility for Deployment - Medical, Psychological and other mandatory selection criteria

11.1 An employee must satisfactorily complete medical, psychological, training and integrity assessments before commencing engagement with the IDG.

Where an employee is not able to satisfactorily complete the assessment they will not be deployed to the IDG. An employee must complete medical and psychological debriefs during their periods of leave and a comprehensive medical and psychological examination at the conclusion of their final posting.

11.2 Even where all mandatory selection criteria have been successfully completed, it remains within the full discretion of National Manager IDG to determine whether an employee will be deployed to an IDG mission.

11.3 There may be a period of delay between the completion of the pre-deployment training and the commencement of an employee's Term of Deployment. Should there be a period of delay, the National Manager IDG may consider whether the employee is reassigned duties in their previous work area, or any other work area. For the avoidance of doubt, the AFP Certified Agreement will provide the employee's relevant employment terms and conditions upon return to the employee's work area.

11.4 Employees should be aware that, the completion of pre-deployment training and other pre-deployment requirements does not guarantee that all or any employees will be deployed overseas to commence a Term of Deployment.

12. Term of Deployment

12.1 The Term of Deployment for employees joining the IDG will be either 40, 60, 80 or 100 weeks. This Term of Deployment will be accepted in writing by the employee. The Term of Deployment will commence on the date the employee leaves Australia to commence IDG Duties overseas. The Term of Deployment does not include pre-deployment training.

12.2 A 40 week Term of Deployment is available to employees when offered by AFP Management.

The general working pattern during a Term of Deployment will normally be:

Term of Deployment	Period of Overseas Duty	Leave
40 weeks	2 x 16 week overseas deployments	8 weeks Recreation Leave, less 6 days for additional training, briefing,

debriefing and travel.

60 weeks	3 x 16 week overseas deployments	12 weeks Recreation Leave, less 9 days for additional training, briefing, debriefing and travel.
80 weeks	4 x 16 week overseas deployments	16 weeks Recreation Leave, less 12 days for additional training, briefing, debriefing and travel
100 weeks	5 x 16 week overseas deployments	20 weeks Recreation Leave, less 15 days for additional training, briefing, debriefing and travel.

12.4 The location of deployment will be dependent on overseas operational requirements of the IDG.

12.5 Dependent on mission specific requirements, or the requirements of external agencies in the management of specific missions, the working pattern may be varied by the National Manager IDG or the specific Mission Commander. Where a variation is made, an employee retains the overall entitlement to leave as set out in section 12.3, but may be required to take that leave in a different pattern.

12.6 Employees who complete a Term of Deployment must spend a minimum of 12 months in an Australian-based role (or roles) before they are eligible to be considered for a subsequent Term of Deployment. In exceptional circumstances, the National Manager IDG may approve deployment where an employee does not meet the requirements of this section.

12.7 Employees who complete their Term of Deployment may expect to be placed in their previous geographic work location. Employees who do not complete their Term of Deployment, or cut short their engagement without the required 24 weeks notice, will be placed to best meet the immediate requirements of the AFP.

13. Requests to Vary the Term of Deployment

13.1 Employees may seek approval from the National Manager IDG to change, in blocks of 20 weeks only, a period of engagement between 40, 60, 80 and 100 weeks, provided they do so with at least 24 weeks notice of their intention. Employees on a Term of Deployment of 60, 80 or 100 weeks may not reduce their Term of Deployment below 60 weeks, other than election of a 40 week Term of Deployment in accordance with section 12.2.

14. Periods of Leave and Leave Accrual

14.1 The general expectation is that employees will be required to take recreation leave in blocks of four weeks, each block following a 16 week deployment, as set out in section 12.3. This may vary due to mission-specific requirements, however, employees will be provided with leave in accordance with the principles set out in

section 12.

14.2 During the Term of Deployment the leave entitlements referred to in section 12 replace the employee's entitlement to recreation leave and mandatory recreation leave as prescribed by the Certified Agreement, except where the employee does not complete 6 months of their Term of Deployment and terminates under section 18.3.

14.3 Recreation leave and mandatory recreation leave already accrued by an employee under the Certified Agreement prior to their deployment to IDG will be held over until their Term of Deployment ceases.

14.4 During the periods of leave following each posting, employees will make themselves available for additional training, briefing and debriefing at the discretion of the National Manager IDG in accordance with the principles of section 12.3.

14.5 Training, briefing and debriefing may be conducted in person, by telephone or any other communication method determined appropriate by the National Manager IDG.

14.6 Employees will travel to and from their overseas deployment from Australia in accordance with guidelines issued by National Manager IDG.

15. Miscellaneous Leave

15.1 The National Manager IDG may, upon a request from an employee, consider any special circumstances in respect of the employee (for example the death of a close family member) and determine whether to return the employee to their home base. The National Manager IDG may determine that the employee's travel to and from their home base will be at the AFP's expense and the applicable leave period.

15.2 Subject to section 29, the granting of miscellaneous leave will constitute a suspension of the Term of Deployment under section 17.

16. Stand Down Period

16.1 National Manager IDG, the Commander or the employee's supervisor may at any time, subject the employee to a stand down period, under this Determination, which may be used on a short-term basis for any reason, including operational purposes, welfare and for the purpose of the AFP investigating allegations of misconduct or criminal behaviour of the employee.

16.2 If an employee is stood down, the employee will be notified of the stand down period arrangements, where practicable in writing.

16.3 Where an employee is stood down under this section the employee will be entitled to their base salary, composite and other allowances payable under this Determination. For the avoidance of doubt, the period will count as service for the Extended Unaccompanied Overseas Service Allowance.

16.4 The National Manager IDG, the Commander or the employee's supervisor will notify the employee if and when the employee is to resume or commence IDG Duties.

17. Suspension of a Term of Deployment

17.1 Suspension of an employee's Term of Deployment under this Determination may be used on a longer-term basis for any reason including:

- (a) operational or organisational;
- (b) health and welfare;
- (c) miscellaneous leave granted under section 15;
- (d) professional standards matters (which may or may not follow on from matters investigated during a stand down period); or
- (e) IDG management initiated disciplinary matters.

17.2 If the employee's Term of Deployment is suspended:

- (a) the employee will be notified in writing of the arrangements for the Suspension of the Term of Deployment and any other relevant matters such as assignment of duties;
- (b) the employee will be repatriated to Australia;
- (c) the employee will not be entitled to allowances or composites specified in this Determination, subject to section 29; and
- (d) the suspension will not count as service for the Extended Unaccompanied Overseas Service Allowance, subject to section 29.

17.3 Where an employee's Term of Deployment is suspended (but that employee is not suspended from duties), the employee may be returned to Australia and be reassigned duties (under section 40H(1) of the AFP Act) which are not covered by this Determination. For the avoidance of doubt, the AFP Certified Agreement will generally provide the relevant employment terms and conditions once the employee commences those reassigned duties in Australia.

17.4 The Commissioner or his delegate will notify the employee in writing whether or not the employee is to resume IDG Duties, or their Term of Deployment.

17.5 If the employee resumes IDG Duties, accrual of all relevant allowances and entitlements specific in this Determination will resume from the date that IDG Duties recommence.

17.6 If the employee resumes their Term of Deployment, accrual of all relevant allowances and entitlements for the Term of Deployment, specified in this Determination will recommence from the date notified in writing to the employee.

18. Ending and Terminating Deployments

18.1 The Commissioner or his delegate may at any time terminate an employee's Term of Deployment. Once the employee's Term of Deployment is terminated, the Commissioner or his delegate may;

- (a) direct that employee to return to Australia;
- (b) assign that employee non-IDG Duties in Australia; or
- (c) direct that the employee may not perform IDG Duties for a specified period.

18.2 The employee is only entitled to any allowances payable under this determination that are accrued to the date of the termination of the Term of Deployment, subject to section 29.

18.3 Where an employee wishes to voluntarily end their Term of Deployment they

are required to provide as much notice as possible (at least one month) if they wish to end their Term of Deployment. This is in order to assist the IDG with personnel planning and mission requirements

18.4 Where an employee voluntarily ends their Term of Deployment prior to completing 6 months of that term, the following will apply:

- (a) the employee is not entitled to accrue IDG leave under section 12;
- (b) for the period during which the employee performed IDG Duties under this Determination, the employee will be entitled to the mandatory and standard recreation leave which would have accrued under the Certified Agreement during the same period;
- (c) if the employee has taken IDG leave under section 12, the same number of leave days taken as IDG leave prior to ending their Term of Deployment will be deducted from the employee's recreation leave entitlements (standard and mandatory) which is deemed to have accrued under the Certified Agreement. Any IDG leave taken under section 12, will be reclassified as recreation leave.

18.5 An employee who elects to terminate their Term of Deployment prior to completing their elected 40, 60, 80 or 100 week term, will only be entitled to retain payment of EUOSA in respect of any completed terms in accordance with section 22.

18.6 Where an employee has received any advance payment of any allowances under this Determination, which they are not entitled to retain due to early termination of a Term of Deployment, that amount owing must be repaid to the AFP in accordance with section 30.

18.7 The AFP is under no obligation to return the employee to their former geographic location in the event of the employee not completing their Term of Deployment.

19. Hours of Duty

19.1 The employee's hours of duty are determined by the mission-specific Commander.

20. Salary

20.1 Employees will be engaged at their substantive level to the IDG in one of the following roles:

- Policing Role Team Member;
- Policing Role Team Leader;
- Policing Role Coordinator; or
- A specialist or support role including but not limited to Forensic Officer or Financial Analyst.

20.2 Employees engaged by the IDG in non-policing roles will be engaged at their substantive level.

20.3 Where specific needs in a mission are identified, employees may be considered for higher duties. Employees who are required to perform higher duties in a particular mission will be remunerated in accordance with the higher duties methodology set out in the Certified Agreement.

20.4 Employees' base salary will vary to reflect AFP wide wage increases in accordance with the provisions of any industrial agreements existing at the time.

21. Composite Allowance

21.1 Prior to deployment from Australia to their first posting, the employee will be required to successfully undertake pre-deployment training at a location designated by the National Manager IDG. During this period the employee will receive a composite of 65%. (Note: The periods involved in training and meeting other selection requirements will not count for calculating a Term of Deployment with the IDG.)

21.2 On commencing their Term of Deployment an employee is entitled to a composite allowance as set out in the table below.

IDG Role	Composite	Requirements
Coordinator Team Leader or Team Member, Specialist or support role.	65%	Employees may be sworn or unsworn and will perform an operational, specialist or support role. Employees receiving this composite will be required to work flexibly and provide a 24 hours 7 day per week coverage. Employees receiving this composite may be required to work in excess of 40 hours per week due to operational necessity.

21.3 Payment of the composite allowance will commence at the time of commencement of the Term of Deployment and will cease at the completion of the Term of Deployment. The composite will be paid during all the Recreation Leave periods taken during the Term of Deployment.

21.4 The composite allowance replaces an employee's entitlement to all allowances under the Certified Agreement or any other AFP industrial instrument or determination, including on call, restricted duty, time off in lieu, overtime, public holidays and nightshift premiums. The provisions of the Health and Safety Principles as provided in the Certified Agreement and Attachments to the Certified Agreement do not apply during the employee's IDG training or Term of Deployment.

22. Extended Unaccompanied Overseas Service Allowance

22.1 On completion of an employee's nominated Term of Deployment, an employee will accrue an additional entitlement, the Extended Unaccompanied Overseas Service Allowance (EUOSA) as set out in this section. EUOSA is provided in recognition of an employee's completion of a period of overseas duty with the IDG, and the challenges involved in performing duty in overseas locations.

22.2 The quantum of the EUOSA payable to an employee who completes a Term of Deployment will be as set out in Attachment A.

22.3 Subject to section 29, if an employee fails to complete an employee nominated Term of Deployment of 40, 60, 80 or 100 weeks the employee will not be entitled to:

- (a) any payment of EUOSA unless the employee has completed at least a 40

- week Term of Deployment;
- (b) any *pro-rata* payment of EUOSA.

For example:

Where an employee nominates an 80 week Term of Deployment and completes 65 weeks of overseas IDG Duties then that employee will receive EUOSA attributable to a 60 week Term of Deployment. They will not be entitled to a pro-rata payment for the 5 weeks worked beyond the 60 week Term of Deployment.

22.4 Where an employee is directed to return to an Australian-based role for operational requirements or for any other reason, the National Manager IDG may consider and authorise payment or part-payment of the allowance in accordance with section 29.

23. Employee Election to Receive Vested Payments of EUOSA

23.1 Employees may elect to receive EUOSA as either:

- (a) part-payments of their vested EUOSA as set out in Attachment A; or
- (b) a lump sum payment at the completion of their nominated Term of Deployment.

24. Mission Allowance

24.1 An employee is entitled to a Mission Allowance at a rate specified in column 2 of Attachment B while they are on deployment from Australia, performing IDG Duties in-country, and on the day of travel out of the mission. The employee is not entitled to the Mission Allowance during any other times, including IDG leave or a suspension period while the employee is in Australia.

24.2 The rate to be paid is based on a DIO or an AFP operational threat assessment of the criteria outlined in Attachment B.

24.3 If the DIO or AFP considers the threat level is low enough that no assessment needs to be carried out, no Mission Allowance is payable.

24.4 If the initial assessment for the relevant mission is completed after the employees' arrival in-country, payment of the allowance will be backdated to the date of the employee's arrival in-country.

24.5 If a DIO review of its assessment results in a change of threat level, then the amended rate of Mission Allowance will be paid with effect from the date the amended assessment is officially notified to the AFP, or in the case of an AFP assessment, the effective date notified by the AFP.

25. Transfer Allowance

25.1 An employee is entitled to a transfer allowance as set out in Attachment C as compensation for un-reimbursed expenditure associated with movement to and from their IDG deployment and other associated expenses.

26. Outlay Advance

26.1 Prior to the commencement of the Term of Deployment, an employee is eligible to receive an Outlay Advance as set out in Attachment C, if an employee has nominated a 40, 60, 80 or 100 week Term of Deployment. The advance is not taxable and is fully recoverable on a fortnightly pro-rata basis within the 60 weeks following the commencement of the employee's Term of Deployment.

26.2 If the employee's deployment lasts for a period less than 40 weeks, any amount owing of the Outlay Advance must be repaid to the AFP in accordance with section 30.

27. Telephone/Communications Allowance

27.1 An employee will receive a payment to be determined by the National Manager IDG and as set out in Attachment D to cover the costs of telephone calls/electronic communications to family of employees in Australia while the employee is in-country and performing IDG Duties.

28. Meals, Accommodation and Incidental Allowances

28.1 Meals and accommodation will generally be provided for the employee while on a posting by the AFP or a third party (for example, the United Nations).

28.2 Where accommodation and meals are not provided an allowance will be payable. This allowance may be paid by the AFP or a third party, dependent on the management structure and responsibilities for particular missions.

28.3 Where an allowance in recognition of meals and accommodation is made by a third party, no further allowance will be paid by the AFP.

28.4 Where accommodation but not meals (or any allowance in recognition of meals) is provided, the AFP will pay an employee a meals allowance as determined by National Manager IDG from time to time.

28.5 Where an employee can demonstrate significant additional cost in procuring food items above the rate of allowance payable in clause 28.4, the National Manager IDG may approve payment of a higher rate of allowance in those circumstances.

28.6 Employees will be entitled to a daily incidental allowance while in-country, including on the day of departure from mission, and performing IDG Duties, to cover any miscellaneous in-country expenses. This allowance will be paid at the rate stated in the AFP Travel Policy as applicable for employees within Australia.

28.7 Where paid, allowances for accommodation, meals and incidentals covered by this section will be paid for the period an employee is on a posting in an overseas location. Allowances under this section will cease if an employee returns to Australia for any reason, including periods of leave. They will not be paid during IDPT.

28.8 An employee required to camp out or employed in a camping party in mission is entitled to be paid Field Accommodation Allowance. Camping is defined as camping out other than in a base camp established by the agency, a caravan or a hut, where there camping accommodation does not have a fixed roof. Field Accommodation Allowance will be paid at the rate per day as determined from time to time by National Manager IDG and set out in Attachment D.

29. Special Circumstances – Determination of Entitlements

29.1 If, during the Term of Deployment, an employee:

- (a) is directed to perform IDG Duties or other duties in Australia;
- (b) returns to Australia on health, welfare or compassionate grounds;
- (c) is repatriated to Australia for any reason;
- (d) requests and is granted miscellaneous leave under section 15;
- (e) has their Term of Deployment suspended under section 17; or
- (f) has their Term of Deployment terminated under section 18,

then the employee may request in writing the National Manager IDG to consider any special circumstances surrounding that employee's entitlement to any allowances under this Determination or other assistance. The National Manager IDG may determine on a case by case basis the following matters:

- (a) whether the employee is eligible to return to IDG Duties;
- (b) whether any suspension period under section 17 will count as service towards the Term of Deployment;
- (c) whether the AFP will provide any assistance or funding for the employee's travel; and
- (d) the entitlements the employee will receive in the circumstances, including (but not limited to) composite allowance, daily incidental allowance, transfer allowance, telephone / communication allowance, meal allowance, and the employee's eligibility for EUOSA or part payment of any of these allowances.

30. Repayment of Allowances

30.1 Where an employee has received an advance payment or part payment of any IDG allowance, and the employee does not satisfy the requirements for entitlement to the allowance, that employee must repay any amounts owing to the AFP.

30.2 The AFP will consult with the employee to enter a repayment arrangement, in order to facilitate the repayment of the amount owing. This may include regular deductions from the employee's salary.

30.3 If the AFP and the employee cannot reach an agreement or the employee fails to comply with any repayment agreement, the AFP may deduct 20 per cent of the employee's net salary on a fortnightly basis until the amount owing is satisfied.

30.4 If the employee resigns from the AFP the AFP will deduct any amount owing to the AFP from any final monies owing to the employee.

31. Travel

31.1 The AFP will provide an employee with transport to and from his or her home base in accordance with the AFP Practical Guide on Travel and the IDG Practical Guide on Home Leave Periods for IDG Personnel.

32. Uniform and Accoutrements Issue

32.1 An employee will be provided with suitable uniforms and accoutrements, as

approved by the National Manager IDG.

33. Personal Effects Insurance

33.1 The AFP will provide limited personal effects insurance. The National Manager IDG may from time to time issue guidelines on what types of personal effects will be covered and whether employees will be required to pay insurance excesses for personal effects which are not necessary for, or unrelated to, the performance of IDG Duties.

34. No Further Claims

34.1 Irrespective of the duties or hours of duty performed by an employee during the postings to which this Determination applies, no further claims for payment will be paid. In addition, no other claims of any nature associated with the postings will be paid, other than those employee entitlements detailed above.

Attachment A - Extended Unaccompanied Overseas Service Allowance (EUOSA)

The EUOSA payment structure is as follows:

- No EUOSA is payable until a minimum of 40 weeks IDG service is completed;
- Each payment vests at the end of the period to which it relates;
- The tax status of each payment should be based on a per diem apportionment of the period to which the payment relates;
- At the end of 40 weeks, \$7,500 is due, payable after 36 weeks;
- At the end of 60 weeks, a further \$10,000 is due, payable after 56 weeks;
- At the end of 80 weeks, a further \$10,000 is due, payable after 76 weeks;
- At the end of 100 weeks, a further \$10,000 is due, payable after 96 weeks; and
- For every 20 weeks after 100 weeks, a further \$10,000 is due, payable after the end of 16 weeks in-mission.

Attachment B - Rates of Mission Allowance

For the purpose of clause 24 (Mission Allowance), the rates of Mission Allowance are as follows:

Situational Hazards - Military Threat

Column 1	Column 2
Threat Level	Daily rate of allowance
Very Low	-
Low	\$11
Medium	\$21
High	\$31
Very High	\$41

Criteria for Assessing the Rate of Mission Allowance

For the purpose of clause 24 (Mission Allowance), the criteria for assessing the rate of the allowance are:

1. The political and military situation in the operational area and its stability;
2. The activities and aims of the military forces and other armed groups present in the area;
3. Any introduced military hazards including mines and unexploded ordnance and booby traps;
4. The incidence of violent crime, civil disturbance, terrorism, insurgency and insurrection; and
5. Any other military factor relevant to the security of members of the group/detachment.

Attachment C - Transfer and Outlay Advance

Transfer Allowance

An allowance of \$500 is payable prior to an employee commencing their Term of Deployment. An allowance of \$275 is payable on completion of the employee's nominated Term of Deployment.

Outlay Allowance

The amount of the Outlay Allowance is \$5,200.

Attachment D - Telephone and Field Accommodation Allowance

Telephone/Communications Allowance

The amount of the allowance is \$40.00 AUD per fortnight.

Field Accommodation Allowance:

Rate of allowance: Field Accommodation Allowance will be paid at the rate of \$36.45 * per day.

* This allowance is based on the Camping Allowance provided for in the *Australian Public Service Award 1998*.

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AFP

AUSTRALIAN FEDERAL POLICE

Commonwealth of Australia - Australian Federal Police Act 1979 - Determination No 2 of 2006

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Commonwealth of Australia - Australian Federal Police Act 1979 - Determination No 2 of 2006

Australian Federal Police (Overseas Conditions of Service – IDG Deployments of less than six months) Determination 2 of 2006.

I, Paul Jevtovic, Delegate of the Commissioner of the Australian Federal Police, make the following Determination under section 40H(2) of the Australian Federal Police Act 1979.

Dated 23 January 2006.

Paul Jevtovic
Delegate of the Commissioner

1. Title

This Determination may be cited as Determination No of 2006.

2. Commencement

This Determination commences on the date it is signed by the Commissioner's Delegate.

3. Definitions

3.1 "The Commissioner" means the Commissioner, Australian Federal Police.

3.2 "The Act" means the Australian Federal Police Act 1979.

3.3 For operational decisions, "National Manager International Deployment Group" includes "Manager, International Deployment Group".

3.4 "Month" means calendar month.

4. Application

This Determination applies to employees directed under s40H of the Act to undertake duties connected with International Deployment Group overseas for periods of from one day to six months. Extensions beyond that period may be directed by National Manager International Deployment Group. This Determination replaces Determination No 4 of 2004 and Determination No 9 of 2004.

5. Delegation

5.1 The Commissioner may delegate any of his powers and functions in this Determination, other than this power of delegation. Such a delegation must be in writing signed by the Commissioner.

5.2 When a delegate exercises a power, it is considered, for the purposes of this Determination, to have been exercised by the Commissioner.

5.3 The Commissioner may revoke any delegation of a power or function. Such a revocation must be in writing signed by the Commissioner.

5.4 A delegation of a power or function does not prevent the Commissioner from exercising that power or function.

6. General

It is recognised that in certain circumstances, some AFP employees, secondees or special members will be required to deploy to an International Deployment Group (IDG) mission for a period of from one day to six months. The reason for such a deployment is that the person possesses certain specialist skills that will be utilised for a relatively short period of time. Such deployments must be approved by the National Manager, International Deployment Group.

In these circumstances the employee will not deploy under the auspices of Determination No.19 of 2005. Instead, employees will deploy under this Determination and Parts 6 and 7 of Determination No 2 of 2002.

6.1 Terms and conditions applying during the term of the deployment are those which would normally apply to the employee when employed in Australia, unless modified by this Determination.

7. Discharge of Duties

An AFP employee is subject to:

7.1 The Australian Federal Police Act 1979 and the regulations made under it; and

7.2 The Safety, Rehabilitation and Compensation Act 1988.

7.3 On deployment, the ongoing responsibilities and expectations of an AFP employee will be as if serving within Australia. Failure to maintain the highest standards of conduct will cause a review of the employee's period of deployment.

8. Term of Deployment

8.1 A deployment for the purposes of this Determination will be a deployment on IDG duties of more than one day and less than six months

9. Hours of Duty

An employee's hours of duty are determined by the relevant Team Leader/Manager and will be worked flexibly.

10. Salary and Composite Allowances

10.1 Employees will be deployed on their substantive salary or on higher duties as appropriate, consistent with the AFP's higher duties policy.

10.2 The amount of the composite allowance is as specified in Determination No. 19 of 2005. The composite allowance will only be paid during the period of deployment. It will not be paid during periods of leave related to the deployment. The employee's standard composite allowance will be paid during periods of recreation and other leave.

10.3 The composite allowance referred to in sub-clause 10.2 replaces entitlement to all other allowances paid in the nature of salary, on call allowance, recall to duty entitlements, restricted duty allowance, public holidays, overtime premiums, nightshift premiums, penalty payments for excess hours and motor vehicle allowance for Coordinators.

11. Meals, Accommodation and Allowances

Staff will receive the relevant:

- Meals, Accommodation,
- Mission Allowance
- Incidental Allowance,
- Communication Allowance (per deployed fortnight), and
- Field Accommodation Allowance

on the same basis as they apply to employees who deploy under Determination No 19 of 2005.

12. Transfer Allowance

For deployments of over one month in duration, employees will receive the Transfer Allowance provided for in Determination No 19 of 2005. After having been paid the Transfer Allowance, an employee will not be entitled to be paid the Transfer Allowance under this determination for another 12 months.

13. Leave Entitlements

The following terms and conditions are to be read in conjunction with the AFP Certified Agreement 2003-2006:

- Recreation Leave
- Mandatory Recreation Leave
- Personal Leave
- Bereavement Leave
- Miscellaneous Leave with Pay
- Miscellaneous Leave without Pay

14. Additional Rest Periods and leave fares

Generally Miscellaneous Leave and Recreation Leave would not be approved during the period of overseas service. However, depending on the nature and conditions of the Mission, recreation leave and leave fares may be approved during the Mission if the Mission Commander thinks it appropriate. It may also be appropriate, depending on the nature of the mission, for additional rest periods to be granted as stand-down by the Mission Commander on the same basis as other AFP short-term overseas deployments, to compensate for additional time worked beyond that which is reasonably compensated by the Composite Allowance.

15. Travel Fares and Insurance

The class of travel will be in accordance with the AFP Travel Policy. Under normal circumstances, travel would be undertaken at economy standard and advantage should be taken of all available concessions and discounts. Baggage allowance and Insurance are as per Determination No 2 of 2002.

16. No Further Claims

Irrespective of the duties or hours of duty performed during the deployment to which this Determination applies, no further claims for payment will be paid. In addition, no other claims of any nature associated with the deployment will be paid, other than those detailed above.

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AUSTRALIAN FEDERAL POLICE

Commonwealth of Australia - Australian Federal Police Act 1979 - Determination No 2 of 2006

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AFP

AUSTRALIAN FEDERAL POLICE

International Operations

Mission Deployment Information Pack

This information pack is designed to assist you with planning for your deployment with International Operations (IO). **Please read all the documentation carefully, complete all the forms** in a clear and legible manner and forward to IO Deployment Management (DM) email address:

s 47E(d)

io@afp.gov.au

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International Operations Deployment Information Pack

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Introduction

As a member of International Operations (IO) and in accordance with your terms and conditions, you have been selected to participate in an IO deployment. You are obligated to fulfil certain requirements prior to, during and after your deployment. This information pack will provide you with the necessary information to assist you with planning for IO deployments.

The terms and conditions of deployments are detailed in various Determinations, Better Practice Guides (BPG), and the Enterprise Agreement (EA).

The following information outlines the terms and conditions specific to your deployment with IO. The period of your deployment as outlined in your Commissioner's Deployment Directive, is dependent on operational needs. Deployment rotations will be cognisant of relevant 40H(2) provisions for overseas deployments.

Professional Behaviour

You are reminded that as a representative of the Australian Federal Police (AFP), you must conduct yourself in such a manner as not to bring disrepute on either the AFP or the Australian Government. Incidents of unprofessional, unethical or corrupt behaviour will be investigated and may result in discipline within Mission, repatriation or termination of your employment. You will be required to sign a Commissioner's Deployment Directive prior to deployment, indicating that you have read and understood the terms and conditions of your deployment.

Release from owning area

When you have been selected for a deployment, IO Deployment Resourcing Team (IODR) will request a temporary or permanent release (depending on the period of deployment) from your owning area, if applicable. Your release is subject to the successful completion of the required gateways listed on at page 7 and 8. Should you fail to meet gateways your release and deployment will be rescinded and you will remain in your owning area. Your name will remain in the deployable pool for the period of the Expression of Interest (EOI) that you were found suitable in) remains open. You may be considered for a future deployment should the issues that prevented you from meeting the deployment gateways be resolved.

When selected for deployment

When you have been selected for a deployment, you will be notified of your deployment and dates that you will be absent from work. The dates may include periods of training prior to deployment. If you require time to prepare for your deployment, you are required to liaise with your regional supervisor and arrange to either take leave or complete some preparation tasks during your work time.

Your deployment is not confirmed until your release has been endorsed by your owning area and the IO Selection Committee (IOSC) and you have cleared all gateways. **Do not** make any irrevocable actions without checking with the IODM team as there may still be reasons why the deployment could be delayed or cancelled.

International Operations Deployment Information Pack

Mission ICT Operating Systems (ordering your Surface Pro)

The AFP has recently transitioned to a new cloud based network for the following Missions:

Mission	Cost Centre	Internal Order
SOLOMON ISLANDS	270200	5400312
PNG	270150	5402108
TIMOR	270410	5400292
NAURU	270330	5402129
VANUATU	270361	5402118
SAMOA	270665	5402140
TONGA	270351	5402134

There are three components to this new ICT system, they are:

- Introduction of Office 365 (which provides the most up to date versions of the normal Windows products in a cloud based network)
- Introduction of a tablet to replace the existing ICT hardware (the tablet is a Microsoft Surface Pro)
- Introduction of remote access to AFPNet utilising a MOBIS session

What does this mean if I am deploying to one of these Missions?

If you are deploying to one of the Missions above you are required to arrange for a Surface Pro and MOBIS token to be personally issued to you. The Surface Pro will be issued to you for the length of your tenure with the Mission Component and will be due for return at reintegration; the MOBIS token is a permanent issue.

How do I organise to have these devices issued to me?

The following steps outline the process for issuing of the Surface Pro and the MOBIS token:

MOBIS Token

If you do not already have a MOBIS HARD Token, please complete the required form for IO Team Leader approval. The form is available on the ICT Self Service Portal – <http://serviceportal> > select Remote Access to AFP Systems & Networks > click once on New MOBIS Token



New MOBIS
Token

International Operations Deployment Information Pack

Complete the form accordingly:

- Select Model, either:
 - MOBIS access with Hard Token; OR
 - Transfer from Soft to Hard token (if the member already has a SOFT token)

Model (Select From The List Below) (Required)

TYPE	COST (AUD)
MOBIS access with Hard Token	130
Transfer from Hard to Soft token	0
MOBIS access with Soft Token	100
Transfer from Soft to Hard token	30

Note: Only HARD MOBIS token is endorsed for use overseas. A hard token is a small device that delivers a code to you.

- Cost Attribution
 - Internal Order Number – refer to table above
 - Cost Centre - refer to table above

Example:

Cost Attribution

Internal Order Number (Required)

YFINTN

6

Type In All Or Part Of The Relevant Cost Centre And Select From The List To Confirm (Required)

250900 - International Operations Support

- Authorisation
 - Local Support Region – this is based on where the member is located and refers to the T&I team that will provide the device.
- Financial Delegate – select the delegate from the list, currently IODM Team Leader

International Operations Deployment Information Pack

Financial Delegate

- Type in the **Name** of the Financial Delegate for the new new hardware (e.g. *Surname, First Name*)
- Click on the name from the list of members that will appear below to confirm

Confirm The Delegate From The List Below (Required)

Pigram, Samuel - afp16311 - COORDINATOR PEOPLE STRATEGIES INTERNATIONAL - People, Safety & Security

- Once all fields completed, select "Save"
- The form will be sent to the Financial Delegate for approval
- Once approved, ICT Support will action the request and raise a Service Request number (SRnnnnnn)
- You will receive email notification from ICT Support once the request is complete.

What if I already have one or both of these devices?

If you already have a MOBIS token you are not required to do anything further.

If you already have a Surface Pro please contact [ICT Support](#) and advise them that you have a new deployment. They will provide access to your new Missions SharePoint site.

What if I have these devices and are not deploying to one of the Missions listed above?

If you have one or both of these devices and you are deploying to a Mission not listed in the table above, you can either return your devices to ICT or alternatively they can remain with you. You can take them to your next Mission and returned upon reintegration.

It is important to note that whilst they remain personally assigned to you, they remain your responsibility.

What if I am deploying quickly (e.g. in a couple of weeks)?

Both the Surface Pros and the MOBIS tokens can be organised within a few hours. Please ensure that you contact ICT as early as possible to allow time for configuration and shipping.

IO Reintegration and Regional Allocation Team will liaise with you regarding your return to work date and preferences.

Please note: Members that deploy as a 'one off' or are in the Deployable Pool (not Mission Component), will return to their substantive owning area.

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Deployment Gateways

Your deployment is dependent on the following gateway requirements:

- Successful completion of Pre-Deployment Training (PDT) (if applicable) within the last 5 years
- Current Operational Safety Assessment (OSA) qualification (sworn members only) prior to deployment
- Professional Standards (PRS) integrity clearance
- Valid Security Clearance for the duration of the deployment
- Organisational Health clearance includes:
 - Psychological clearance
 - Medical clearance
 - Rehabilitation & Compensation clearance (also referred to as Injury Management clearance)
- Drug Testing
- EA Leave balance (less than 228 hours Rec leave)
- Freedom - Visa/Diners statements acquitted
- Current Performance Development Agreement (PDA) closed off
- Current (minimum 2 years) **Provide First Aid (HLTAID003) for the duration of the deployment**
- All appointees assigned to IO positions must ensure all mandatory iAspire training is completed prior to deployment

Course Name	Audience	Requirement
Armed Intruder Emergency Procedures	All Staff	Valid for 24 Months
AFP Security Awareness	All Staff	Valid for 12 Months
AFP Work Health and Safety	All Staff	Valid for 24 Months
Australian Privacy Principles	All Staff	Once only
Controlled Operations	Sworn Staff	Once only
CRM: Introduction to Public Governance, Performance and Accountability Act	All Staff	Once only
Fraud Control and Anti-Corruption Awareness	All Staff	Valid for 36 Months
Official Online Activities (Tectus)	All Staff	Once only
Operational Safety Training and Assessment	Sworn Staff	Required for recertification
Performance Development Agreement	All new staff	Once only
Technology Enable Crime	All Staff	Once Only
Workplace Bullying	All Staff	Once Only

For further information refer to: [Online Learning - AFP Hub](#)

International Operations Deployment Information Pack

The Delegate will be forwarded your gateway status and will not approve any deployments if the above gateways have not been met.

Pre-deployment Training

PDT must be completed prior to undertaking a deployment. Your nomination for this course will be facilitated by the IODR team. Once a course booking is secured the PDT team will provide you with joining instructions. The course is delivered in Canberra over a 12 day period, generally from 0800 hours to 1600, Monday to Friday.

Failure to complete the course may result in a scheduled deployment being withdrawn.

Exemptions from PDT may be considered on a case by case basis at the request of IODR team.

Please note: All participants must hold a current, Senior First Aid Certificate (may also be called Provide First Aid or Apply First Aid), Manual driver's License (ability to drive manual vehicle) and an AFP issued Medical clearance before attending PDT.

Parts of the PDT course are assessable and participants will be required to re-sit any components of the course where deemed not yet competent. PDT joining instructions and information briefings timetable will be forwarded in due course by the PDT Team.

The joining instructions provided by PDT Team will outline:

- Location and accommodation arrangements
- Dates and times of attendance
- Dress standards and requirements
- Health and fitness requirements
- Computer facilities
- Welfare services

Pay during PDT

PDT is run in accordance with Section 21 of the EA: Working patterns during training or development. PDT team will provide hours to be recorded in Insight for time recording. Notification for payment of Restricted Duty hours worked will be sent to Payroll on your behalf.

All queries relating to any of the above courses should be directed to the PDT Team:

s 47E(d)

[@afp.gov.au](mailto: @afp.gov.au)

Firearms/Operational Safety Assessment (OSA) (Sworn members only)

As per Commissioner's Order on Operational Safety (CO3), any member that no longer requires an item of munitions or equipment must return it to the registrar or clothing store. CO3 also states that any employee who is transferred to another area of AFP Operations must surrender all munitions and other equipment to the issuing registrar and reapply for reissue in the new area of Operations (Sect 18.1(e)).

Therefore, all members issued with controlled items (firearm, baton, handcuffs, OC, vest) must return them to their regional armoury prior to IO deployment.

It is a requirement that all sworn members (including Executives) deployed to IO Missions are qualified on the Glock 9mm firearm and hold a current firearms certificate renewed as close as possible to departure for Mission. Members must also hold current

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OSA accreditation prior to deployment, including OC spray training (please note that Organisational Health require 4 weeks to clear you in order to undertake OSA).

It is your responsibility to ensure that you are qualified. If you are on IO leave or planning on undertaking OSA during an IO leave period, please advise IODM before you attend the course so your entitlements can be amended accordingly. If your OSA qualification expires during your deployment, you **must** to seek a variation in accordance with Section 8 of CO3 by completing and submitting an application via Insight. Upon your return from your deployment, you must arrange to requalify as soon as possible.

Further information on OSA dates and locations can be found on the Hub at:

[The AFP Commissioner's Order on Operational Safety \(CO3\)](#)

AFP Hub drop down menu - Careers, skills and training – Operational Safety Training

[Operational Safety Training and Assessments](#)

Professional Standards Integrity Clearance

IODM will request an Integrity Clearance from PRS prior to your deployment. Any outstanding PRS issues will be forwarded to the delegate for consideration. Only the delegate can decide if a member is cleared to deploy.

Security Clearance

Please ensure that your security clearance is up to date at all times and at the level required for your deployment (NV1 minimum). Your clearance should be valid for a minimum of 4 years upon commencement of your deployment. In the event that members fail to comply with this request it has the potential to compromise access to AFP establishments and possible deployments. If you have any questions, or require an upgrade please contact Security Vetting ^{s 47 (Ed)} [@afp.gov.au](#)

Organisational Health Clearances

Psychological testing

Psychological Services will contact you to arrange suitable times for testing.

Once the deployment opportunity has been confirmed by IODM, Psychological Services may be in contact with you in order to arrange testing if required.

Medical Clearance

Members must satisfy confidential medical preparedness criteria in order to proceed through the clearance process. This clearance is provided by AFP Org Health -not another provider or a member's personal GP. These clearances can take up to 10 weeks and members are advised to make medical appointments as soon as they receive notification from AFP Org Health. Please read the section below on automatic exclusions and contact ORG HEALTH if any of these apply to you (preferably before your medical appointment).

Automatic Exclusion - certain medical conditions may result in automatic exclusion from overseas deployment. Those conditions may include:

- ***Insulin-dependent diabetes**
- ***some categories of cardio-vascular disease**
- ***some musculo-skeletal conditions**

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***other conditions as determined by the Consultant Medical Officer (CMO)**

Note: Each case will be considered on its merits, with the final decision being made by CMA in consultation with relevant functional operational staff.

If you wish to discuss the above in more detail please contact Org Health.

Further information on requirements to meet Medical clearances for overseas travel is available at: [s 47E\(d\)](#)

Medical process pre-deployment

Once IODM notifies AFP Org Health of your specific deployment, Org Health will be in contact with you to arrange further vaccinations, medications and procedures specific to that Mission.

Org Health will contact you to upgrade your current medical status in order to meet the medical requirements. You are reminded to update SAP (via 'Personal Profile' in Insight!) once you are identified for a deployment, particularly with a personal email address and a mobile and/or home phone number.

You will be required to see the AFP's contracted health provider to undergo the medical preparation required for a medical clearance. This preparation may involve a comprehensive medical (physical) examination, laboratory tests, vaccinations, chest x-ray, and (if indicated) may involve specialist medical referrals. Your final medical clearance to deploy rests with Org Health and the AFP CMA.

The aim of these procedures is to assist in medical clearance and to confirm your ability to deploy safely - it is NOT to seek out a medical history which would jeopardise your deployment. Many medical conditions can be accommodated "in Mission" depending on support services available.

You must declare all your medical history, including any known allergies and any concerns, to allow a proper medical assessment to be made.

Please contact Org Health at Organisational-Health-Triage@afp.gov.au if you have any questions regarding the process for medical and dental clearance.

Rehabilitation and Compensation clearance

IODM will request a Rehabilitation and Compensation clearance from the Injury Management Team. If you have any claims (open or closed) these claims will be forwarded to Org Health for consideration and final clearance.

Dental Clearance

Dental examinations are conducted by your own dentist - instructions on arranging this will be forwarded by Org Health. You will be asked to contact your treating dentist and take the '*Dental Examination for fitness for overseas deployment*' form to your appointment for completion at the examination. The completed form is to be returned to Org Health.

Dental Expenses: Dental examinations and x-ray claims range between \$100- \$300 per person. The AFP will reimburse the total cost of your dental examination and x-rays. Please provide receipt to ORG HEALTH for reimbursement.

- Short-term deployments (3 months or less) do not require a dental clearance.
- Mission Unaccompanied deployments - do not claim these items through your Private Health insurance.

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- Mission Accompanied deployments - all costs associated with a dental clearance are a personal expense and can be met from the Transfer allowance.

Please note:

Dental clearances are not required for accompanied children under the age of 5 years or for accompanied dependants undertaking Reunion travel.

Any additional dental work completed by the dentist is at your own expense, and should be claimed separately through your Private Health insurance.

Accompanied dependant clearance

Approved accompanying dependants are required to undergo a similar medical and dental clearance to that of the deploying member. This is to ensure there are no ongoing medical/dental conditions which may cause difficulties whilst deployed. All dependants (as with members) are sent to their local Aspen Corporate Health clinic for the medical process, once completed Aspen Corporate Health will notify ORG HEALTH who will notify IODM of the clearance. Arrangements for dental examinations are the same as for the member (see above). Dependants will not be cleared to travel until medical/dental clearance has been received. Dependants on reunion visits are also required to undergo a medical clearance prior to travel.

Medical clearance during deployment

Upon arrival in Mission, you should enquire how to access the primary health care service that will be looking after you, it is better to do that early, as part of your "in-processing" procedures, than have to worry about it in the middle of the night, in an emergency.

If medically repatriated from Mission and/or while on leave you have an illness or injury, you **will require medical clearance from ORG HEALTH to return to Mission**. Ensure you keep in contact with Mission HR representative or your Supervisor in Mission.

Allergies

If you have any known allergies that cause a severe allergic reaction, you should consider letting other members of your team know and carry appropriate notification (e.g. medical alert bracelet). If prescribed by your treating doctor an Epinephrine pen should be carried at all times. When you arrive at your destination you should notify the Health Service Provider (HSP) of your allergy.

Medical clearance post-deployment/return to Australia

It is the members' responsibility to contact AFP Organisational Health Triage **within four weeks of return** to arrange a post deployment medical, if this has not already been scheduled for you at your post deployment debrief.

As part of your post Mission medical clearance, you are required to undergo **a blood test three months after leaving Mission**. If this does not occur, it is your responsibility to contact ORG HEALTH so that your pathology test can be arranged.

During your periods of "administrative leave" (out of Mission) please be aware that you may be required to continue taking your anti-malarial medication, please check the instructions on your anti-malarial medication, if required, you can contact your local Medical Centre or ORG HEALTH for advice.

If ill during holidays in Australia or after return from Mission, please ensure your treating doctor is aware of your recent deployment/travels. Remember any fever during time out of Mission or for up to 12 months post deployment, could be malaria, please get checked

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as soon as possible with blood tests. More information is available on your "Post deployment" card.

Please keep ORG HEALTH informed of any health concerns.

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First Aid Qualification

Members **must in the first instance** undertake First Aid training offered through the AFP. Available courses can be identified through OTAS (Online Training Application System) available in Insight! A UIS (Unique Student Identifier) number is not required for AFP run courses.

The College and ACTP offer First Aid training monthly, with regional offices less frequently (VIC/QLD – every 2 months, SA twice a year and WA 3 times a year).

If members are unable to attend an AFP provided course, they can arrange to undertake the training externally through the AFP's contracted service providers, Healthcorp and St John's.

The USI number is required. If you do not have a USI number please refer to the information sheet attached to the email you received with this pack). You can log onto the following web site to obtain your USI – <https://www.usi.gov.au/>

The AFP providers for First Aid training are:

- **St John Ambulance** www.stjohn.org.au
 - the course you are required to complete is *Provide First Aid*
- **Healthcorp** www.healthcorp.com.au
 - the course you are required to complete is *Apply First Aid*
 - course dates are less frequent than St Johns except in NSW

Please advise that you are an AFP employee when booking to ensure you receive the corporate rate.

It is your responsibility to seek Supervisor approval to attend the First Aid course conducted during business hours.

Course payment options

Your corporate credit card has a pre-approval limit of \$250 and is to be used for payment of the First Aid course. Payment is acquit through Freedom using the below Cost Centre, Internal Order code.

Cost codes to be used for payment:

Mission	Cost Centre	Internal Order
SOLOMON ISLANDS	270200	5400312
PAPUA NEW GUINEA	270150	5402108
EAST TIMOR	270410	5400292
NAURU	270330	5402129

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VANUATU	270361	5402118
SAMOA	270665	5402140
TONGA	270351	5402134

If you are unable to use the above process please scan the invoice and forward to [s47E\(d\)@afp.gov.au](mailto:s47E(d)@afp.gov.au) requesting they upload the invoice into Insight and assign to you. You will receive notification via email that you have an invoice to process in Insight. Add the codes and send to the PGPA delegate for approval.

Updating Insight qualifications

It is an AFP requirement that ALL CURRENT and NEW First Aid qualifications MUST be recorded on Insight regardless of any other system previously used.

To record your First Aid qualifications:

log on to *Insight* via the AFP Hub
Select 'Skills and Qualifications' –



Skills and Qualifications

Maintain Skills / Qualifications

Maintain and display your skills and qualifications - e.g. Investigator skills, Languages, First Aid.

External Quals/Courses

Display your external qualifications and training

Operational Safety Qualifications

Display your Operational Safety Qualification status (Operational teams only).

AFP Appraisals

Display your appraisals including Skills Maintenance Program (SMP) assessments.

Medals and Awards

Display AFP medals and awards.

Select 'Maintain Skills/Qualifications' then click on the 'Add' button, then select the appropriate First Aid qualification from the list box and enter the date attained. Select 'Next', then 'Save', ensuring your Team Leader/Supervisor is listed as the Approver. Your Team Leader/Supervisor will need to sign a copy of your current First Aid Certificate to approve the skill.

Automatic reminder emails will be sent to alert you prior to your First Aid Certificate expiry date (90, 60 and 30 day intervals).

If you experience any problems entering your details or your First Aid qualification is not listed please email [s47E\(d\)@afp.gov.au](mailto:s47E(d)@afp.gov.au) mailbox.

ADMINISTRATIVE GATEWAYS

Corporate Card acquittal

All appointees must ensure all corporate card statements are acquitted (through Freedom) and approved by the appropriate delegate prior to deployment.

Performance Development Agreement

The PDA remains an obligation whilst on an overseas deployment. If you are a new member to IO, you will enter into a new PDA at either your Mission or Regional allocation location.

Prior to deployment all members must finalise their current PDA with their principal team leader and pursue appropriate feedback and assessment.

Additionally, members who are a principal/additional team leader must ensure that evaluations for their team members are completed prior to deployment.

It is also necessary to maintain a current PDA whilst undertaking IO Training, broken continuity of PDA's can result in increments not being received.

You are required to have your team leader and/or coordinator acknowledge the fulfilment of your PDA obligations prior to deployment.

Upon your deployment, the PDA should be entered into within the first few days of arriving in Mission and will be completed in alignment with the PDA periods

On completion of your deployment, the PDA should be entered into within the first few days of returning to work in Australia and will be completed in alignment with the PDA periods.

EA Recreational Leave

All members are encouraged to have less than 228 hours (30 days) Recreation Leave prior to deployment. If your deployment is brought forward and you have recreation leave booked through Insight! please cancel this leave prior to deployment.

OTHER DEPLOYMENT INFORMATION

Terms and Conditions on deployment

All members undertaking a deployment are encouraged to read the attached copy of the instrument, FAQs and fact sheets that can be found at: [Determination 1 of 2013 - Overseas Conditions of Service](#).

Mission Pay

The IODM team will process allowances based on Mission confirmation of your arrival in country. If there is a delay in your allowances, they will be back paid to the date of your commencement in Mission.

Members deploying to Missions without access to AFPNet that wish to be sent a copy of their pay advices, will need to contact their relevant pay team to provide a personal email address for the pay advice to be sent to.

IODM and Pay Teams cannot provide individual taxation advice. Please contact AFP Tax on [1300 477 477](tel:1300477477) or afp.gov.au for any advice or queries.

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Summary of Entitlements	Accompanied Role		Unaccompanied Role Schedule 3
	Accompanied	Unaccompanied	Unaccompanied
Leave			
Overseas Annual Leave, MRDs, PHs Band 1-8 six weeks and EL five weeks p.a.	✓	✓	X
Unaccompanied Leave One week accrued for every four weeks overseas assignment	X	X	✓
Allowances			
Flexibility Allowance – 25% Band 1-8 only, paid on base salary up to the base salary cap*	✓	✓	✓
Cost of Living Adjustment - COLA (where payable)	✓		✓
Overseas Allowance – 20% Paid on base salary up to the base salary cap*	✓		✓
Outlay Advance - \$7540 Assignments of 50 weeks and repaid fortnightly		✓	✓
Location Allowance (ECA %) Mission Specific		✓	✓
Respite Fare Allowance - \$5000 p.a. Unaccompanied assignment locations	X	✓	X
Reunion Fare Allowance \$5000 p.a. approved spouse or per approved dependent over 12 years \$2500 p.a. per approved dependent under 12 years	✓	✓	X
Accompanied Allowance \$5000 p.a. spouse and \$2500 p.a. per approved accompanying dependent	✓	X	X

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Transfer Allowance 8% + 2% per approved accompanying dependant	✓	X	X
Additional Entitlements			
Annual Leave Fare – 1 per annum for 12 month assignments	✓	✓	X
Annual Leave Fare – 2 per annum (for Unaccompanied 12 month Schedule 3 only)	X	X	✓
Removal of Personal Effects and Storage	✓	X	X
Education Assistance	✓	✓	X

Further information on allowances available in Determination 1 of 2013 and does not apply to Dual Assignments

Salary Caps:

- Band 1 -8 Base Salary Cap \$100 000
- EL – Base Salary Cap \$150 000

Travel and Accommodation

International air travel, including domestic travel associated with international travel, and accommodation bookings for deployment will be organised by International Travel team. You will be advised of your flight itinerary via email closer to your deployment date.

Do not change bookings that International Travel make for you. If you have any questions or you need to make changes to your bookings please contact International Travel.

Members are otherwise required to use QBT on line to manage their own domestic travel for PDT and Mission specific briefings.

Baggage Allowances

Baggage allowance for members deploying are set out in Determination 1 of 2013, Section 2.4.7 - Baggage Allowance.

Mission and IODM will be able to answer any specific questions you have regarding baggage allowances.

Baggage provisions as per Det 1/2013 - (Airfreight)

Applies to Accompanied and Unaccompanied assignments. As per Determination 1/2013 Where an Appointee's personal effects are not air freighted to and from the Deployment Location, an Appointee and each approved dependant may receive an entitlement of 15 kilograms or one additional piece of excess baggage, in addition to the normal airline baggage allowance (usually 23kg- 30kg).

Excess baggage provisions via the CFO Warehouse - (Sea freight)

Applies to Unaccompanied assignments only. The excess baggage limits below have been endorsed by the Mission for all deploying members to have excess AFP/personal effects

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transported by sea freight (may take 4-6 weeks) to their nominated deployment location. Excess baggage is sent via the CFO Warehouse Majura Canberra. Email [s47E\(d\)](mailto:s47E(d)@afp.gov.au)

[s47E\(d\) @afp.gov.au](mailto:s47E(d)@afp.gov.au) to make arrangements prior to your deployment.

Mission location	Normal baggage allowance	Excess baggage allowance
	Air freighted at time of travel	Sea freighted via Majura Warehouse
Solomon Islands	As per airline limit + 15kg	30 kg
Papua New Guinea	As per airline limit + 15kg	30 kg
Nauru	As per airline limit + 15kg	15 kg
Samoa	As per airline limit + 15kg	15 kg
Timor Leste	As per airline limit + 15kg	30 kg
Tonga	As per airline limit +15kg	15 kg
Vanuatu	As per airline limit + 15kg	35 kg

Personal Care Parcels via the CFO Warehouse – (Airfreight)

Applicable to all Missions. A weekly mailing service is provided for family and friends to send welfare items to deployed members. The Australian postage is to be paid from the original location to the locked bag address below:

[s47E\(d\)](mailto:s47E(d)@afp.gov.au)

Australia Post box and maximum weight 2kg and not more than 2 parcels per member per week. No liquids, perishables, chemicals or dangerous goods (eg food items, perfume). Members are not to use this service for delivery items that require a signature

The responsibility for articles sent and received will rest with the individual and not with the AFP or Post provider. Members should take out appropriate insurance to cover the cost of any valuable items sent by this service.

Electoral Issues

Members should notify their Regional Electoral Office to advise them of your absence overseas and complete any necessary paperwork to ensure continued entitlement and eligibility to vote in elections held within Australia during your absence.

You are required to fill out an *Overseas Notification Form*, available at the website link below.

[Living or going overseas](#)

Wills and Power of Attorney

It is advisable for all persons travelling overseas to prepare a Will. You should also consider who will have Power of Attorney for your affairs in Australia.

Uniform

How do I order my uniform?

Ordering a uniform is actioned through Insight! select 'Uniform Entitlement Request'. This sub folder can be found under the 'AFP Related Personal Information' tab. The system will 'walk you through' ordering.

How can I arrange to try a uniform on?

If you are in Canberra you can contact ^{s 47G} [REDACTED] to arrange a time for a fitting.

^{s 47G} [REDACTED]

Members based outside of Canberra should order as best they can (noting that items can be returned).

What happens if my uniform doesn't fit?

Similar to ordering a uniform, the return must also be done via Insight!

Go into Insight and select the 'AFP Related Personal Information' tab you will then see the 'uniform entitlement return'.

Who approves my uniform order?

Team Leader IODM is the delegate to approve uniform order.

Who do I contact for any uniform related questions or issues?

Please contact IODM team for uniform issues/questions.

Members should also note requirements of *AFP National Guideline on uniform and standards of dress* on the Hub.

[AFP National Guideline on uniform and standards of dress](#)

Uniform items are accountable and should not be disposed of or left behind in Mission unless the correct procedures have been followed. Failure to do so may result in difficulty obtaining replacement or reissue of uniform in the future.

Commissioner's Deployment Directive

This document outlines the Terms and Conditions of your deployment and also the conduct that is required of you for when you are deployed. This is a legal document that will be kept on your file. Please ensure that you sign the Deployment directive and return to IODM prior to deployment.

Outlay Allowance Form (2.4.4 of Determination 1/2013)

Members have the option to claim the payment of an Outlay Advance of \$7540.00 if they are deploying for **50 consecutive weeks**. This amount will be recovered in equal fortnightly instalments for 26 pays (1 year) from the first payday after receipt of the allowance. This advance will be paid no more than 6 months before the commencement of deployment.

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Where an outlay advance is provided *and the recipient is ineligible for tax exemption*, provision of the advance will constitute a *loan fringe benefit* and will be subject to Fringe Benefits Tax (FBT). Where this is the case recipients should be aware that receipt of the benefit may increase any Reportable Fringe Benefit Amount (RFBA) included on their annual payment summary which can affect them financially.

Further information on RFBA's can be found in the *AFP Guide to Reportable Fringe Benefit Amounts* available on the Tax page on the AFP Hub. [AFP Reportable Fringe Benefits Group](#)

All Members are encouraged to contact their own accountants or financial advisors to discuss the financial implications of accessing the allowance in their specific circumstances.

If for any reason the deployment does not proceed, the total amount of these allowances is to be fully repaid.

Please complete the form attached with this information pack email and return to IODM if you wish to claim this advance.

Taxation forms

Please read the instructions provided in the info pack carefully and if you have any questions please contact AFP Tax team on [s 47E\(d\)](#) or email [s 47E\(d\)@afp.gov.au](mailto:s 47E(d)@afp.gov.au)

Return from deployment **UPDAT MOVE TO END**

The IO Reintegration and Regional Allocation Team (IORRA) facilitate the return of members to a role in an Australian home based position, irrespective of whether this is to be on a permanent (reintegration) or temporary (regional allocation/hubbed) basis.

About 2 months prior to your end of Mission the team will contact you to confirm your return to work date and regional allocation or permanent placement preferences.

If you wish to take additional leave at the conclusion of Mission leave, please e-mail your request to the Reintegration and Regional Allocation team [s 47E\(d\)](#)

[s 47E\(d\)](#)

[s 47E\(d\)@afp.gov.au](mailto:s 47E(d)@afp.gov.au)

Accompanied Assignments

Dependant's

Status of adult children

This information is provided to clarify the interpretation of Determination 1 of 2013, or where applicable an individual Determination, entitlements and guides surrounding the recognition of adult children and children who finish AFP funded secondary education during the course of deployment.

IO employees' children who are 18 years of age and older and accompany the employee to deployment location:

- are not eligible to be recognised as approved accompanying AFP Dependents for the payment of allowances and entitlements under Determination 1 of 2013;
- the AFP to provide suitable accommodation based on the family composition of approved accompanying Dependents only and;
- all costs and arrangements associated with a child over the age of 18 who accompanies the employee on a long-term overseas deployment, including medical and dental costs, insurance, travel, visa and immigration applications etc. are to be

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met by the employee. It is strongly recommended that appropriate insurance is taken out to cover these arrangements.

IO employees' children who finish AFP funded secondary education or turn 18 years of age during the term of the deployment

When the child of an AFP employee posted to an IO position reaches the age of 18 years, they are no longer eligible to be recognised as approved Dependants for the purposes of entitlements and allowances under Determination 1 of 2013. Equally, when the child of an employee has not yet reached 18 years of age but finishes secondary education before or during the term of deployment and is therefore not eligible for AFP funded Education Assistance, they no longer meet the criteria to be recognised by the AFP as full Dependants under the terms and conditions of the deployment Determination. All allowances and entitlements for Dependants under Determination 1 of 2013 cease from this date.

Limited Dependant status at deployment location

Eligibility for a child to be recognised as an AFP dependant ceases once they either turn 18 years of age or finish AFP funded secondary education. When this occurs during the term of the deployment and it is intended that the child will reside at the deployment location with the employee, they may be eligible to be recognised as Limited Dependants for a maximum period of twelve months.

Accompanying children who are in paid employment at the deployment location will not be eligible to be recognised as Limited Dependants.

The following conditions apply to Limited Dependant status:

For AFP approved Dependants who are accompanying the employee at the deployment location and turn 18 during the deployment or finish AFP funded secondary education whilst at post:

- AFP recognition as a full Dependant and the application of applicable Determination 1 of 2013 allowances and entitlements to continue until AFP funded secondary education is finished, at which time Limited Dependant status applies and all allowances and other entitlements cease
- one AFP funded flight for the final return flight to Australia, to be taken within twelve months of completing secondary education (if return travel to Australia is not utilised in the twelve months, the entitlement fare is forfeited)
- approval to continue using the AFP sponsored passport and visa for AFP funded travel only, for a maximum period of twelve months from the completion of AFP funded secondary education, noting visas are dependent on host country immigration policies
- the return of personal effects as part of the AFP funded International uplift at the completion of the employee's overseas deployment
- where applicable Overseas Health Provisions will apply for the period between the end of AFP funded secondary education and the commencement of the tertiary education in Australia at the beginning of the following academic year (supporting enrolment documentation required)
- all other costs associated with a Limited Dependant remaining at the deployment location, including medical and dental costs, insurance, travel etc. are to be met by the employee. It is strongly recommended that appropriate insurance is taken out to cover this arrangement and
- once the AFP funded return flight to Australia travel entitlement has been utilised all future travel will be a personal expense on personal passports and visas and the Limited Dependant status will no longer apply.

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For AFP approved Dependants who are under the age of 18 years or finish AFP funded secondary education in Australia during the deployment and wish to join the employee at the deployment location:

- AFP recognition as a Limited Dependiant at deployment location
- one AFP funded return flight to the deployment location at the completion of AFP funded secondary education with travel to be taken within one month of the completion of school. The return travel to Australia is to be taken within twelve months; where return travel to Australia is not utilised in the twelve months, the entitlement fare is forfeited
- an AFP sponsored passport and visa to be used for AFP funded travel only for a maximum period of twelve months from the completion of AFP funded secondary education, noting visas are dependent on host country immigration policies
- the return of personal effects as part of the AFP funded international uplift at the completion of the employee's overseas deployment
- where applicable Overseas Health Provisions will apply for the period between the end of AFP funded secondary education and the commencement of the tertiary education in Australia at the beginning of the following academic year (supporting enrolment documentation required) and
- all other costs associated with a Limited Dependiant remaining at the deployment location including medical and dental costs, insurance travel etc. are to be met by the employee. It is strongly recommended that appropriate insurance is taken out to cover this arrangement.

Employees should note that irrespective of any AFP approvals for Limited Dependiant status, the visa may be reliant on the immigration policy of the host country which may override any AFP decisions and/or approvals.

Recognition of a Dependiant for the Application of Determination Entitlements

To be eligible to receive Determination entitlements for AFP approved Dependants, the employee must meet certain criteria.

To assist in recognising a de facto partner as an approved Dependiant, employees must provide documentation to demonstrate they have been in a de facto relationship for a minimum period of 3 consecutive months. The partner must also form part of the employee's ordinary household and be financially dependent on the employee.

Documentation could include:

- Proof of shared property, finances etc.
- Will/Superannuation identifying each other as beneficiaries
- Utility bills in joint names
- Statutory Declaration
- Copy of Change of Circumstances form submitted to AFP Security Vetting.

All AFP approved Dependants are required to undertake and be granted an AFP medical and dental clearance before any Determination entitlements will apply. Costs for the medical clearance will be met by the AFP and costs associated with the dental clearance are to be met by the employee. Entitlements will only apply from the date of clearance and will not be backdated.

Requests for partners to be recognised as an approved Dependiant are to be submitted to Deployment Management.

Non-Australian Citizens

An approved Dependant who is not an Australian citizen cannot be issued an Australian Government passport. Employees are responsible for organising any required visas for the Dependants to stay in the country of deployment, with costs to be met by the employee.

Recognition of an approved Dependant does not provide any liability on the AFP to gain visas or citizenship at the end of the deployment to enable them to enter Australia.

Australian Citizens

An approved Dependant who is an Australian citizen will be issued the applicable Australian Government passport. The AFP will arrange any visas required for the country of deployment, with costs met by the AFP.

Education Assistance – AFP Funded

Education Assistance is payable for an approved Dependant child who ordinarily forms part of the employee's household and is undertaking full-time primary or secondary education.

Due to the differences in term commencement dates and age eligibility requirements in various government schooling systems throughout Australia, the Australian Capital Territory (ACT) school age commencement dates are used as the benchmark for assessing all Education Assistance requests.

Other agencies in Mission may have different entitlements and eligibility requirements for Education Assistance. Advice on AFP entitlements should be sought from Deployment Management.

Schooling in Mission vs. schooling in Australia

Individual advice cannot be provided as conditions vary greatly in each Mission and the facilities available may not be suitable for all ages or for both genders. Personal preference will also play a large part in the selection of a school either at post, in Australia or another locality.

To assist employees in making a decision the following steps should be taken:

- Read the section on education in the relevant DFAT Post Report for advice on schooling and approved designated/benchmark schools
- Contact an employee who has children in school at the post to find out their views
- Speak with employees who have returned from the Mission to find out how their children have settled into school in Australia and if possible, speak with the children as well
- Discuss the provisions for financial assistance with education expenses with your Client Manager from the DM team.
- If any children will be undertaking senior secondary education at post (equivalent to NSW Higher School Certificate (HSC) or the equivalent in other States or Territories) and are considering entry into an Australian university on return, it is advisable to check the university entrance requirements before leaving Australia.

Ensuring all of these enquiries are made as early as possible before leaving Australia, will ensure an informed decision can be made on the child's schooling.

Schooling at Mission

The Mission HR member can assist with establishing contact with the school for enrolments. Mission HR will provide information on enrolment processes, application submission dates, waiting lists etc.

To assist the school in correctly placing the child in class, employees should take copies of school reports, test results, a list of text books used and assessments of work completed in Australia.

The relevant state education authority may be able to advise on which subjects or school are best to integrate the child back into the Australian education system on return to Australia.

Pre-primary

The AFP may also fund part-time schooling at post for children eligible for government funded pre-school in Australia. At post this may be referred to as pre-school, nursery, reception etc.

Children are eligible in Australia for pre-school (part time education), up to 15 hours per week, from the age of 3 years and 8 months (on or before the 1st of January) i.e. turning 4 years of age by 30 April in the year of commencement.

The AFP will fund part-time education assistance at post from the commencement of the local school year for a child who has met the age requirements identified above.

Where there is no option for part-time education at post, the AFP will meet pro-rata costs equivalent to part-time education, up to 15 hours per week with the balance of costs to be met by the employee.

Education Assistance in Mission

Kindergarten is the first formal year of full-time education in Australia. The minimum school starting age is 4 years and 8 months (on or before the 1st of January) i.e. turning 5 years of age by 30 April in the year of commencement.

The AFP will pay fund full time education assistance in Mission from the commencement of the local school year for a child who has met the age requirements identified above.

Where approved, the AFP will meet the cost of compulsory registration and/or enrolment fees, tuition fees and any Government taxes levied on the fees, up to the value of costs at the benchmark school. Benchmark schools are determined by DFAT and are listed in the DFAT Post Report.

Employees may send their child to a school other than the benchmark school however the AFP will only meet the compulsory tuition costs that would have been incurred at the benchmark school. Fees over and above those applicable at the benchmark school are to be met by the employee.

The AFP may reimburse the employee for the school bus service provided by the school. Costs for school lunches, books, uniforms, excursions, field trips, school camps etc. are to be met by the employee.

The payment of compulsory enrolment and tuition fees and the school bus service, if applicable, are to be met from Mission funds.

Schooling – Australia or Third Locality

Employees with an entitlement to be accompanied overseas by their families at AFP expense may choose to educate the child at a primary or secondary school in Australia rather than in the country of deployment.

Employees should contact the boarding school as soon as possible to enrol the child and discuss the employee's and the school's requirements. Considerations include choosing a guardian for the child and ensuring the guardian is aware of the responsibilities they

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will be accepting; arranging access to money, bank accounts and credit cards etc. for the child.

Employees with children being educated in Australia or a third locality may be eligible for the Reunion Fare Allowance.

Once the boarding school has been identified the member is to;

- Provide the official information about the school including relevant fees and payment method requirement to [s47E\(d\)@afp.gov.au](mailto:s47E(d)@afp.gov.au)
- Include detail of the children that will be attending school (names, DOB etc)
- Provide date of commencement and anticipated end date.
- Finance will then arrange a PGPA for payment of school fees.
- The relevant school should send the invoice to the member in the first instance. Members will be responsible for checking and ensuring that the invoice is correct.
- Once confirmed, the invoice should be sent by the member to SIPDP Finance for payment.
- SIPDP Finance will instruct Finance Canberra to make the payment to the School – members will be copied into this email so they are aware that payment has been requested.

Education Assistance in Australia or Third Locality

Education Assistance only applies to education leading up to and including the NSW HSC or the equivalent in other states or territories. Once the HSC or the equivalent has been completed, there is no further entitlement to Education Assistance.

Eligibility for Education Assistance may be extended to employees who can justify the need to educate their child in a third locality. However, this is limited to the maximum reimbursement payable for boarding in Australia at the benchmark school.

Where approved, the AFP will meet the cost of compulsory registration and/or enrolment fees, and compulsory tuition and boarding expenses (excluding food), up to the costs at the benchmark school. The benchmark school for boarding school in Australia is the Canberra Grammar Schools.

Employees may send their child to a school other than the benchmark school however the AFP will only meet the compulsory tuition costs that would have been incurred at the benchmark school. Fees over and above those applicable at the benchmark school are to be met by the employee.

Additional Support

Children with disabilities may require additional assistance at the deployment location in order to access a standard of education similar to that available to them through government schools in Australia. Approval for additional education provisions for accompanying dependants with disabilities are considered on a case by case basis. Employees may be required to provide appropriate documentation from medical and education providers to assist with assessing such a request. Requests for additional support are to be submitted to Deployment Management.

Workers Compensation

Where an employee is travelling or living overseas for the purposes of their employment, workers' compensation coverage is available under the *Safety, Rehabilitation and Compensation Act 1988* (SRC Act) through Comcare.

Please note in the majority of circumstances the SRC Act does not provide for 24 hour, 7 days per week compensation coverage and each claim is considered on its individual merits. Recommendation would be that members consider taking out extra personal insurance cover for their recreation leave.

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Further information is available from the AFP Injury Management Team and Comcare's website www.comcare.gov.au

If an employee suffers an injury while on an overseas posting, they should contact the Injury Management Team via email [s47E\(d\)@afp.gov.au](mailto:s47E(d)@afp.gov.au) or the Rehabilitation Hotline on +61 2 [s47E\(d\)](tel:s47E(d))

Comcover Insurance

Under the Comcover policy, when travelling overseas you can be insured as a 'Traveller' or an 'Expat'. Cover is subject to the terms and conditions under Comcover's Insurance Policy. The Policy outlines what is and is not covered. Subject to the conditions of your deployment, you **may** be insured as either a Traveller or Expatriate (Expat).

A majority of members deployed with IO are covered as a Traveller under the policy (if you have received this information pack you are deemed to be a traveller). The period of travel must not exceed 180 consecutive days, meaning the member will not be overseas on duty for longer than 180 consecutive days before departing the host country. Coverage is 24/7 while on official duty. Cover is not provided if the member is on leave and travel is incidental to the approved business travel. In these cases, Travellers should take-out their own cover.

Members returning to Australia within the 180 day period will have continuing insurance coverage however members that choose to remain outside Australia past 180 days would ordinarily have their AFP funded insurance lapse. To ensure ongoing insurance coverage members must therefore, in accord with the *IO National Guideline on Deployment to IO Missions*, seek Manager (International Engagement) approval, in writing, of any proposed extension or delay in returning to Australia beyond 180 days. Sufficient time must be allowed to process the change to insurance.

AFP appointees should also familiarise themselves with all advice on the hub regarding insurance.

Members are to be aware that there are exclusions listed by Comcover for any loss or claim unless the travel has been approved in accordance with the relevant legislation and AFP internal policies, instructions and guidelines.

Missions

Appointees deployed to the following Missions are included on the AFP Comcover

*Schedule of Expatriates:-

- Nauru
- Samoa
- Solomon Islands
- Timor-Leste
- Tonga
- Vanuatu

PNG has a **standalone contract** with International SOS (ISOS) that gives them full medical coverage.

Under Comcover 'Expatriate' means a person outside his or her home country who has been noted on the **Schedule of Expatriates** provided to Comcover by the Fund Member (AFP).

International SOS is the preferred medical provider for Comcover overseas.

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Emergency Medical evacuations are generally undertaken by ISOS with costs/claims covered by Comcare.

Liaison Network

For Liaison Network Appointees and their Dependants are:

- Assignments up to 180 days (6months) **are covered** as a "Traveller" under Comcover
- Are **not covered** for personal travel and should maintain private health insurance
- Long-term assignments over 180 days (6months) **are not** listed on the Schedule of Expatriates and **are not covered** by Comcover but **are covered** under the DFAT Overseas Health Provisions (OHP) through the Service Level Arrangement (SLA). Liaison Network Appointees and their dependants attend either DFAT or DFAT recommended clinics for day to day healthcare issues and seek reimbursement for their medical costs from post Administration.
The DFAT OHP is currently under review, however the provision of the level of healthcare is to be provided to Australian standards (where possible) with reimbursement aligned to Medicare.
- Emergency medical evacuations are **self-funded and risk managed** by the AFP for the Liaison Network along similar lines of the DFAT self-funded model.

NON IO Appointees

- Assignments up to 180 days are covered as a ***Traveller** under Comcover
- Assignments over 180 days (6months) and where SLA are available i.e. attached to post **are covered** under the DFAT OHP
- Assignments over 180 days (6months) and where SLA services **are not** provided **require** Comcover Expatriate Insurance.

***Traveller** means a person approved and funded by **the AFP**, on travel outside his or her home country, or his or her country of assignment (including travel to outlying Australian territories and islands) for up to one hundred and eighty (180) consecutive days.

Removal of Personal & Household effects

The insurance and removal of the employee's personal and household effects to the overseas location and to storage from the employee's principal residence in Australia is at AFP expense and is based on a cubic meterage system. Costs for additional meterage will be at the employee's own expense.

The removal of personal and household effects to the overseas location, is by sea freight in the Pacific region. Where effects are sent sea freight, employees should allow eight weeks for delivery.

Employees will be provided with furnished housing at the deployment location, including a TV, DVD player, vacuum cleaner, ironing board and water coolers in Asia and regions of the Pacific. Furniture or large or bulky items, along with any prohibited items, will not be approved to be sent overseas at AFP expense.

As a guide, acceptable personal and household effects that may be considered reasonable for inclusion in an AFP funded shipment include:

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Personal Items

Personal effects such as clothing, a reasonable quantity of books, framed paintings/prints and limited sporting equipment, including a bicycle, tennis racquet, golf clubs etc. Home exercise/gym equipment would not normally be approved.

Please note: There is no cover for personal effects under Determination 1 of 2013 unless you are deploying to an approved accompanied role and 'uplift' has been provided into Mission under section 3.3 of the Determination

Household Items

Household effects such as linen, crockery, glassware, cutlery, kitchen utensils, small electrical appliances, home computer equipment, reasonable quantity of small/soft furnishings, ornaments and other small, lightweight items that are intended to help re-establish a home.

For the AFP to fund the return shipment of additional items that were not part of the original shipment to deployment, prior approval must be obtained from Deployment Management.

Inventory

You are requested to make an inventory of all personal effects (including value) which you will be taking on deployment, please ensure that you keep a copy. If this inventory is not provided, you may have difficulty in making claims for loss or damage of your personal effects.

Exclusions

The AFP does not intend to prescribe a limit to any personal items that the employee relocates at the employees own expense. Approval will not be given for inclusion of the following items as part of the AFP funded shipment of personal and household effects:

Pets; dangerous/hazardous/combustible/explosive materials; foodstuffs and other perishable items that could attract vermin; liquids including alcohol/wine collections; motorised vehicles and equipment including boats, jet skis, motor bikes, scooters, garden equipment; building supplies/materials; hard floor coverings; carpeting; landscape items; artworks, large/heavy appliances and furniture including outdoor kitchens, barbeques, pianos, washing machines; large/heavy sporting and recreational equipment including pool tables, home exercise/gym equipment, trailers, caravans, canoes, wind surfers, hang gliders.

This list is not definitive and further advice should be sought from Deployment Management before acquiring items that the employee might expect to be included in the AFP funded shipment.

All AFP funded shipments are subject to quarantine and customs regulations. Items requiring fumigation, special clearances, additional packaging, duties or taxes will be at the employee's own expense.

The AFP is contracted to Move Dynamics for the movement of personal and household effects and is limited to the services of that provider and their sub-contractors. Whilst an employee is able to source a preferred provider when negotiating a personally funded shipment of effects, contractual obligations do not allow employees to source other providers for the AFP funded consignment of the shipment.

The normal method of dispatch of effects from deployment location to Australia at the completion of a deployment is via sea freight, with an allowance for some effects (i.e. those required during the settling-in period in Australia) to be sent by air as excess and/or unaccompanied baggage, as per excess baggage guidelines.

As delivery via sea freight can take up to eight to ten weeks, employees are to allow for this delay by ensuring that enough cooking utensils, cutlery, crockery and linen/blankets

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are available in storage in Australia. This will enable employees to move into their home as soon as possible after return to Australia.

The AFP may approve payment of storage and insurance charges at the end of a deployment up to a maximum of six weeks. Approval is generally granted for employees without a permanent residence to occupy on return to Australia. Requests for the payment of storage at the completion of a long-term overseas deployment are to be submitted to Deployment Management.

Relocation Process

The client manager will advise Move Dynamics of the relocation of personal and household effects. A representative from Move Dynamics will contact the employee within 48 hours of the request to confirm details.

Insurance claims as a result of loss or damage to effects should be made by the employee via Move Dynamics. Move Dynamics must be notified in writing within seven (7) days of an intention to claim, with the claim to be lodged for processing within 60 days, after which time the policy is null and void and no claims can be made. The AFP cannot provide any information or advice on insurance providers or claims. All queries relating to insurance must be referred directly to the employee's insurance provider. The AFP is not responsible for facilitating insurance claims.

Cubic Metre Allowance - Overseas

Schedule of cubic metre (m³) limits by family composition to and from deployment location.

Family composition	1	2	3	4	5	6
Volume of Goods outward from Australia (m ³)	12	16	18	20	22	24
Volume of Goods inward to Australia (m ³)	15	20	23	25	28	30

Schedule of cubic meter (m³) limits by family composition to and from deployment Location

Family composition	1	2	3	4	5	6
Volume of Goods from location to post (m ³)*	15	20	23	25	28	30
Volume of Goods inward to Australia (m ³)	19	25	29	31	35	38

Insurance

Insurance of Effects Overseas

Employees should insure personal and household effects being relocated overseas on a "World Wide All Risks" basis.

Insurance premiums on the value of effects up to AUD \$80,000 will be at AFP expense for each year of the posting, with the AFP billed directly for the policy. Additional costs for insurance or additional coverage of effects in excess of this amount is the responsibility of the employee. Employees are responsible for ensuring the policy is

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renewed annually and to pay any excess premium. Insurance policies should be in both the employee and partner names.

Both accompanied and unaccompanied baggage should be included in the list of effects being relocated overseas. A separate inventory of these effects should be provided to the insurer, including clothing, jewellery and suitcases.

The insurance company may require a valuation for any valuable or unusual items. Photos of these items should be taken to assist in the event of an insurance claim.

Deployment Management cannot provide advice regarding insurance. Employees should contact the insurer of choice regarding any queries and any individual requirements.

s 47G

Insurance of Effects in Storage

An employee whose personal and household effects are stored at AFP expense is entitled to compensation for any loss or damage arising from the storage and removal to and from storage, for an amount of not more than AUD \$80,000. The AFP's contracted service provider, Move Dynamics, will provide insurance information for effects in storage.

Additional costs for insurance or additional coverage of personal and household effects stored in Australia in excess of this amount is the responsibility of the employee and may be covered under the s 47G policy.

Insurance of Effects in Transit

An employee's effects being relocated overseas is insured by the AFP's contracted service provider, Move Dynamics. Move Dynamics insurance policy is a standard contract only, as per the caveat they provide. The coverage does not extend to any damage caused which is mechanical, electrical, electrical breakdown or derangement. Not all insurance providers have the same coverage and limitations.

THIS DOCUMENT IS DECLASSIFIED AND RELEASED
BY THE AUSTRALIAN FEDERAL POLICE INFORMATION ACT 1982 (Cth)

Determination 16 of 2007: International Deployment Group - Mission Component Overseas

COMMONWEALTH OF AUSTRALIA

Australian Federal Police Act 1979

Determination No 16 of 2007

Australian Federal Police International Deployment Group - Mission Component - Overseas Determination No 16 of 2007.

I, Paul Jevtovic , Delegate of the Commissioner of Police of the Australian Federal Police, hereby:

- a. Make the following Determination under section 40H (2) of the *Australian Federal Police Act 1979*;

effective from this date.

Dated this 13th day of September 2007.

Paul Jevtovic APM
Delegate of the Commissioner

1. Title

1.1 This Determination may be cited as Determination No 16 of 2007.

2. Commencement

2.1 This Determination commences on the date it is signed by the Commissioner or Delegate.

3. Preamble

3.1 This Determination has been developed to account for the unique and flexible working environment of AFP appointees overseas as part of the Mission Component, International Deployment Group (IDG).

4. Definition

In this Determination:

AFP Act means the *Australian Federal Police Act 1979*.

Appointee means, for the purpose of this Determination, any AFP appointee engaged to perform Mission Component duties in accordance with this Determination, but does not include Senior Executive employees of the AFP unless at the discretion of the Commissioner.

AFP means the Australian Federal Police.

Assigned Duties or assigned to perform duties means an assignment of duties under s.40H (1) of the *Australian Federal Police Act 1979*.

Base Salary means the increment point within the AFP 9 Band Classification Levels against which a person is being remunerated. This excludes car and role specific allowances.

Camping is defined as camping out other than in a base camp established by agency or IDG, a caravan or a hut, where camping accommodation does not have a fixed roof and where the appointee eats and sleeps for periods greater than 24 hours.

Commander means the person occupying or performing the duties of the position of the head of an Australian deployment of police personnel to a foreign country through the AFP International Deployment Group.

Commissioner means the Commissioner of the Australian Federal Police or the Commissioner's Delegate.

Delegate means a delegate of the Commissioner under section 69C of the AFP Act, who is exercising powers, functions or duties under section 40H(2) of the AFP Act.

Deployment Service Year means 52 weeks from the initial Mission Component deployment, not inclusive of pre-deployment training.

DIO means the Defence Intelligence Organisation.

EUOSA means the Extended Unaccompanied Overseas Service Allowance which is payable according to the terms set out in section 22 of this Determination.

Eligible Mission Component Appointee means an appointee that has met the criteria to be eligible to receive the NTM allowance.

Home Base Work Location (Regional Allocation) means an existing and nominated AFP Regional Office from which a non-deployed IDG Mission Component member operates under the operational control of the Regional Manager while awaiting IDG Operations, and Mission tasking.

International Instrument means a treaty or other bilateral or multilateral agreement between Australia and any other country or international organisation or any other authorising instrument such as a United Nations Security Council Resolution or other arrangement which governs the deployment of AFP appointees to another country.

Leave Provision is as provided for in section 14.

Mission Component Duties means the performance of official duties undertaken as classified by the NMIDG or MO&M that pertain to the Mission Component and that count towards the individual's mission component service period.

Mission Component Leave means leave that is accrued directly as a result of performing Mission Component duties in periods of overseas deployment within the Mission Component Service Period. This leave accrual is not classified as deployed weeks for the payment of EUOSA.

Mission Component Service Period means 116 weeks (1 week is equivalent to 7 days) service to IDG deployments (inclusive of travel to and from mission) continuous or cumulative within a three year period, net of Mission Component leave and other leave provisions relevant to the location. A Mission Component Service Period may be extended with the approval of NMIDG.

MO&M means Manager Operations and Missions International Deployment Group acting on behalf of the National Manager International Deployment Group.

NMIDG means National Manager International Deployment Group.

Period of Deployment has meaning given in section 10 under this Determination.

Personal Leave means leave that is taken in relation to maternity, paternity, long service, compassionate and adoption requirements.

Section 27 AFP Act 1979 conditions means the terms and conditions that may apply to a Mission Component appointee other than this Determination.

Workplace Agreement has the same meaning as provided in the *Workplace Relations Act 1996* and includes the AFP Collective Agreement or any successive workplace agreements including Australian Workplace Agreements.

5. Application

5.1 This Determination applies to appointees, excluding SES unless under the discretion of the Commissioner, engaged to perform Mission Component duties overseas. No other Determination will apply to appointees subject to this Determination. Appointees will be advised that this Determination applies to them.

5.2 This Determination excludes any workplace agreement, applicable to an appointee at any time whilst assigned Mission Component duties overseas.

5.3 All dollar amounts referred to in this Determination are in Australian Dollars (\$AUD).

6. Variations and Alterations to Determination

6.1 The Commissioner or his Delegate may, in writing, alter or vary the terms and conditions in this Determination, following an annual review.

6.2 Where the conditions of this Determination have been altered the appointee will be advised of any such variations.

7. Professional Standards

7.1 Employees must obey the professional standards set out in Commissioner's Order 2; the Commander's Orders relevant to the appointee's mission, or any other relevant legislations and internal policy which apply to the appointee.

8. Discharge of Duties

8.1 Appointees will perform their Mission Component duties in accordance with the relevant legislative and policy requirements, and at the direction of the relevant Delegate.

9. Status of Deployment

9.1 Under this Determination the appointee will be unaccompanied by family members, relatives and dependents for any periods of overseas deployment.

9.2 There will be no reclassification of an appointee's status for deployment under this Determination.

10. Periods of Deployment

10.1 A period of deployment is the working term of deployment (not inclusive of accrued leave) nominated to the appointee by IDG that will make up part of the Mission Component Service Period as defined under this Determination

10.2 The location and length of periods of deployments will be dependent on overseas operational requirements of the IDG and determined by NMIDG.

10.3 Appointees who complete each period of deployment will return to their previous home base work location unless otherwise instructed by NMIDG.

10.4 Appointees travel to and from an appointees period of deployment overseas, from Australia, will contribute to the period of deployment, Mission Component Service Period and Mission Component Leave accrual.

10.5 An appointees rotation is required to be managed pursuant of insurance coverage. Unless otherwise specified an appointees working rotation, within the period of deployment may not exceed 20 weeks without the prescribed leave in clause 13.2 being applied and taken.

11. Medical and Psychological Debriefs

11.1 Appointees will be required to complete medical and psychological debriefs following each period of deployment as directed by NMIDG.

11.2 Appointees Mission Component leave used for medical and psychological debriefs will not exceed the maximum of 10 days per deployment service year.

12. Requests to Vary Deployments and Service Periods

12.1 Appointees may seek approval from the NMIDG to change their periods of deployment within their Mission Component service period.

12.2 Requests to vary periods of deployment must be submitted 90 calendar days in advance.

12.3 Appointees may not seek to reduce their Mission Component service period availability, subject to section 17.

13. Periods of Leave and Leave Accrual

13.1 An appointee deployed for a period greater than 28 days will have access to Mission Component leave as outlined in 13.2.

13.2 Mission Component leave will accrue at the rate of 1 week's (7 calendar days) leave for every 4 weeks (28 calendar days) overseas deployment. One week's leave will be remunerated as 40 hours of salary and relevant composite. Each complete 24 hours of service overseas, encompassing midnight to midnight, will count toward Mission Component leave. A pro-rata accrual will apply for every 24 hour period or part thereof of overseas service.

13.3 An appointee deployed for a period less than 28 days will accrue Mission Component leave at a pro-rata rate of 228 hours per annum.

13.4 If an appointee deploys for a period less than 28 days, and the period of their deployment incorporates the start of a new Three Calendar Month Averaging Period (July, October, January, April), which results in the appointee failing to accrue a rest day under an alternate industrial agreement, the appointee will be entitled to an additional leave period of 7.6 hours immediately upon return from their deployment. The additional leave period must be used within the relevant Three Calendar Month Averaging period.

13.5 Should the appointees deployment be extended leave accrued in clause 13.4 and 13.5 will be nullified and leave accrued in accordance with 13.1.

13.6 Mission Component leave will not be granted in advance of accrual.

13.7 Mission Component leave accrued under 40H (2) duties must be exhausted before utilising relevant Workplace Agreement accruals, for recreation, on return to Australia.

14. Miscellaneous Leave and Other Leave Provisions

14.1 NMIDG may, upon a request from an appointee, grant miscellaneous leave. NMIDG may determine the applicable leave period, and that the appointee travel to and from their home base during this leave period, will be at the AFP's or appointee's expense.

14.2 Where an appointee is granted a suspension of their Mission Component Service period, they will cease to be deployed under this determination. In this case, an appointee will automatically revert to their relevant Workplace Agreement. All approved leave during this period must be applied consistent with the Workplace Agreement.

14.3 Appointees with approved personal leave as defined under this Determination will be reassigned duties in accordance with section 40H (1) of the AFP Act as part of the Mission Component.

14.4 Approved personal leave will result in a suspension of an appointees Mission Component service period. NMIDG may determine that the appointees travel to and from their home base during this leave period, will be at the AFP's or appointee's expense.

14.5 Appointees may apply to undertake Defence Reserve Service (DRS) during periods of deployments. Appointees performing Defence Reserve Service will cease entitlements under this Determination.

14.6 Completed components of the period of deployment overseas for Mission Component appointees will be paid accordingly under this Determination for appointees reassigned for Defence Reserve Service.

14.7 Defence Reserve Service will constitute a suspension of the Mission Component Service Period.

15. Stand down Period

15.1 NMIDG, Mission Commander or the appointee's supervisor may at any time, subject the appointee to a stand down period, under this Determination, to be taken only in mission. For the avoidance of doubt, mission stand down provisions cannot be taken in Australia.

15.2 If an appointee is stood down, the appointee will be notified of the stand down period arrangements, where practicable in writing.

15.3 Where an appointee is stood down under this section, the appointee will be entitled to their base salary, composite and other applicable allowances payable under this Determination.

15.4 Stand down periods will count as service for the Extended Unaccompanied Overseas Service Allowance, period of deployment and towards the Mission Component Service Period.

15.5 NMIDG, Mission Commander or the appointee's supervisor will notify the appointee if and when the appointee is to resume or recommence Mission Component duties in mission.

16. Suspension of Deployment

16.1 Suspension of an appointees period of deployment or Mission Component service period under this Determination may be used on a longer-term basis for any reason including:

- (a) operational or organisational;
- (b) health and welfare;
- (c) miscellaneous or leave provisions approved under section 14;
- (d) professional standards matters (which may or may not follow on from matters investigated during a stand down period); or
- (e) IDG management initiated disciplinary matters.

16.2 If the appointees period of deployment or Mission Component service period is suspended:

- (a) the appointee will be notified in writing of the arrangements for the Suspension and any other relevant matters such as re-assignment of duties;
- (b) the appointee will be repatriated to Australia;
- (c) the appointee will not be entitled to allowances or composites specified in this Determination, subject to section 29; and
- (d) the suspension will not count as service for the Extended Unaccompanied Overseas Service Allowance, subject to section 29.

16.3 Where an appointees period of deployment or Mission Component service period is suspended, but the appointee is not suspended from duties, the appointee may be returned to Australia and be reassigned duties in their home base location, or other location as tasked by NMIDG (under section 40H (1) of the AFP Act) which are not covered by this Determination.

16.4 The relevant Workplace Agreement will provide the relevant employment conditions once the appointee commences those reassigned duties in Australia.

16.5 The Commissioner or his delegate will notify the appointee in writing whether or not the appointee is to resume duties, return to their current deployment arrangements or assigned duties elsewhere.

16.6 If the appointee resumes Mission Component duties, provision of all relevant allowances and entitlements specific in this Determination will resume from the date that the duties recommence overseas. Unused accruals of Mission Component leave prior to the suspension period and not used during the period of suspension will be preserved.

16.7 If the appointee resumes their Mission Component period of deployment, accrual of all relevant allowances and entitlements, for the period of suspension, specified in this Determination will recommence from the date notified in writing to the appointee.

17. Termination of a Mission Component Service Period

17.1 The Commissioner or his delegate may at any time terminate an appointee's period of deployment, and Mission Component service period. Once the appointee's period of deployment and or Mission Component service period is terminated, the Commissioner or his delegate may;

- (a) direct that appointee to return to Australia;
- (b) assign that appointee other IDG duties in Australia; or
- (c) direct that the appointee may not perform Mission Component duties for a specified period.

17.2 The appointee is only entitled to any allowances payable under this determination that are accrued to the date of the termination within the period of deployment, subject to section 29 under this determination.

17.3 Where an appointee wishes to voluntarily end their period of deployment or Mission Component service period they are required to provide notice as soon as practicable, with a view that it should be at least 4 weeks.

17.4 Where an appointee voluntarily ends their period of deployment and/or their Mission Component service period prior to completing their allocation of the deployment period, the following will apply:

- (a) the appointee is required to use the Mission Component leave accrued immediately following their return to Australia.

17.5 Pro-rata of Mission Component leave accrual is not applicable to sub section 17.4 (a).

17.6 An appointee who elects to terminate their period of deployment prior to completing an allocated term will not be entitled to EUOSA payments for that period of deployment.

17.7 Where an employee has received any advance payment of any allowances under this Determination, which they are not entitled to retain due to early termination of a period of deployment or Mission Component service period, that amount owing must be repaid to the AFP in accordance with section 30 of this Determination.

17.8 The AFP is under no obligation to return the appointee to their former geographic location prior to their employment with Mission Group in the event of the appointee terminating their period of deployment or Mission Group service period.

18. Hours of Duty

18.1 The appointee's hours of duty are determined by the mission-specific Commander, Coordinators, Team Leaders or Supervisors.

19. Salary

19.1 Appointees will be engaged at their base salary to the Mission Component in policing or non-policing roles.

19.2 Where it is determined that an appointee is required to perform a role (as outlined in 19.1) at a higher level they may be eligible for an allowance to be paid in recognition of this high work value. This allowance will be based on the minimum base salary usually paid this given role.

19.3 Appointees' base salary will vary to reflect AFP wide wage increases.

20. Composite Allowance

20.1 On commencing a Mission Component period of deployment under this Determination an appointee is entitled to a composite allowance of 65%. Employees receiving this composite will be required to work flexibly by providing a 24 hour 7 day per week coverage.

20.2 Employees receiving this composite may be required to work in excess of 40 hours per week due to operational necessity. No other payment for hours will be made and provisions under any other workplace agreement will not apply.

20.3 The composite in clause 20.1 will be paid during all Mission Component leave approved periods.

20.4 The component of the appointee's base salary composite as paid in accordance with the assignment of duties in Australia under section 40H(1) of the AFP Act 1979, but not inclusive of purchased composite, will continue to be superable under this Determination.

21. NTM Allowance

21.1 NTM (Notice to Move) Allowance is paid in recognition of significant disruption to Mission Component appointees and their families. In particular the uncertainty regarding deployment locations, mission to mission deployments and the uncertainty of the length of time appointees may be deployed due to operational changes.

21.2 The allowance payable is \$100 per week fortnightly in arrears pro-rata.

22. Extended Unaccompanied Overseas Service Allowance

22.1 EUOSA is provided in recognition of an appointee's completion of a period of overseas duty with the IDG, and the challenges involved in performing duty in overseas locations.

22.2 On completion of an appointee's period of deployment, an appointee will be paid an additional entitlement, the Extended Unaccompanied Overseas Service Allowance (EUOSA). For simultaneously deployed members who ordinarily reside together in Australia as spouse/partners, one member will only be entitled to EUOSA under this Determination.

22.3 The amount of EUOSA payable to an appointee who completes a period of deployment will be \$375.00 per deployed week.

22.4 Mission Component leave accrued weeks are not classified as deployed weeks for the payment of EUOSA.

22.5 Periods of deployment as assigned must be completed for payment of EUOSA pursuant of section 22 and 29. Where NMIDG or delegate terminates or alters an appointee's period of deployment, or where an appointee is directed by NMIDG or delegate to return to an Australian-based Mission Component role, EUOSA will be paid pro-rata for the time deployed overseas.

23. Mission Allowance

23.1 Appointees are entitled to a Mission Allowance at a rate specified in column 2 of Attachment A.

23.2 Mission allowance will be paid on the first day of duties in mission (excluding travel days into mission) and for all subsequent days performing duties overseas.

23.3 Appointees are not entitled to the Mission Allowance during any other times, including Mission Component leave, miscellaneous leave or a suspension period while the appointee is in Australia.

23.2 The rate to be paid is based on a DIO or an AFP operational threat assessment of the criteria outlined in column 1 of 'Attachment A'.

23.3 If DIO or AFP considers the threat level is low enough that no assessment needs to be carried out, Mission Allowance will not be payable.

23.4 If an initial assessment for the relevant mission is completed after the appointees' arrival in-country, payment of the allowance associated with the assessment, will be backdated to the date of assessment or of the appointee's arrival in-country whichever is the later.

23.5 If a DIO review of its assessment results in a change of threat level, then the amended rate of Mission Allowance will be paid with effect from the date the amended assessment is officially notified to the AFP, or in the case of an AFP assessment, the effective date notified by the AFP.

24. Transfer Allowance

24.1 The amount of Transfer Allowance is \$775.00 at the commencement of the initial period of deployment overseas. Under the Mission Component duties, appointees are only eligible to receive this Transfer Allowance once.

24.2 For the avoidance of doubt, this allowance does not count for superannuation purposes.

25. Outlay Advance

25.1 An appointee with IDG Mission Component, likely to deploy for a period greater than 12 consecutive months for a period of deployment, may nominate to receive the Outlay Advance.

25.2 The recoverable advance payable is \$5200 and not taxable.

25.3 This allowance is payable upon the initial period of deployment within the Mission Component service period and is recovered on a fortnightly pro-rata basis within 1 deployment service year.

25.4 For an appointees Mission Component period of deployment that is less than 52 weeks, any amount owing of the Outlay Advance must be repaid to the AFP in accordance with section 30.

26. Telephone/Communications Allowance

26.1 Appointees will receive a payment of \$40.00 per fortnight as a telephone and communications allowance under this Determination. This set rate may be varied by NMIDG from time to time.

26.2 The telephone and communications allowance is to assist the costs of telephone calls/electronic communications to family of appointees in Australia while the appointee is in-country (overseas) performing Mission Component duties.

26.3 Telephone and communications allowance will not be paid to appointees undertaking Mission Component accrued and approved leave overseas or otherwise.

27. Meals and Accommodation Allowances

27.1 Meals and accommodation will generally be provided for the appointee while on a deployment with the AFP or from a third party (for example, the United Nations).

27.2 Where accommodation and/or all meals are not provided, while on an overseas deployment, an allowance will be payable. This allowance may be paid by the AFP or a third party, dependent on the management structure and responsibilities for particular missions.

27.3 Where an allowance in recognition of meals and accommodation is made by a third party, no further allowance will be paid to the appointee under this Determination by the AFP.

27.4 Where an appointee can demonstrate significant additional cost in procuring food items above the rate of allowance payable, the National Manager IDG may approve payment of a higher rate of allowance in those circumstances.

27.5 Where paid, allowances for accommodation and meals covered by this section will be paid for the period an appointee is on a period of deployment in an overseas location. Allowances under this section will cease if an appointee returns to Australia for any reason.

27.6 These allowances will not be paid during Mission Component leave periods.

28. Field Accommodation Allowance

28.1 Appointees required to camp out or employed in a camping party in mission may be paid Field Accommodation Allowance.

28.2 Field Accommodation Allowance will be paid at the rate of \$36.45 per day.

28.3 This allowance may vary from time to time as determined by NMIDG.

28.4 For the avoidance of doubt, an appointee who is in the field but who goes to a purpose-built structure to sleep is not classified as in the field or camping.

29. Special Circumstances - Determination of Entitlements

29.1 If, during the period of deployment, an appointee:

- (a) is directed by the Commissioner or his delegate to perform Mission Component duties, IDG duties or other duties in Australia;
- (b) returns to Australia on health, welfare or compassionate grounds not in relation to section 14 ;
- (c) is repatriated to Australia for operational reasons;
- (d) has their current period of deployment or their Mission Component service period suspended under section 14; or
- (e) has their period of deployment or Mission Component service period terminated under section 17;

then the appointee may request in writing the National Manager IDG to consider any special circumstances surrounding that appointee's entitlement to any allowances under this Determination or other assistance. The National Manager IDG may determine on a case by case basis the following matters:

- (a) whether the employee is eligible to return to Mission Component duties;
- (b) whether any suspension period under section 16 will count as service towards the period of deployment and Mission Component service period;
- (c) whether the AFP will provide any assistance or funding for the appointees' travel; and
- (d) the entitlements the appointee will receive in the circumstances.

30. Repayment of Allowances

30.1 Where an appointee has received an advance payment or part payment of any IDG allowance, and the appointee does not satisfy the requirements for entitlement to the allowance, that appointee must repay any amounts owing to the AFP.

30.2 Repayments will be made in accordance with AFP Commissioners Order 4 - Finance (CO4) and the Financial Management and Accountability Act 1997.

31. Travel

31.1 The AFP will provide an appointee with transport to and from his or her home base for deployment in accordance with IDG policies and guidelines.

32. Uniform and Accoutrements Issue

32.1 Appointees will be provided with suitable uniforms and accoutrements, as approved by NMIDG.

33. Personal Effects Insurance and Life Insurance

33.1 The AFP will provide limited personal effects insurance in accordance with AFP Guidelines and Policies.

33.2 Appointee insurance coverage should be managed in accordance with clause 10.5 of this Determination.

34. Taxation

34.1 Tax exempt status from prior IDG service may not carry over and is not guaranteed under this Determination.

35. No Further Claims

35.1 Irrespective of the duties or hours of duty performed by an appointee during the deployments to which this Determination applies, no further claims for payment will be paid. In addition, no other claims of any nature associated with the deployments will be paid, other than those appointee entitlements detailed under this determination.

Attachment A

Rates of Mission Allowance

For the purpose of clause 23 (Mission Allowance), the rates of Mission Allowance are as follows:

Situational Hazards - Military Threat

Column 1 Threat Level	Column 2 Daily rate of allowance
Very Low	-
Low	\$11
Medium	\$21
High	\$31
Very High	\$41

Criteria for Assessing the Rate of Mission Allowance

For the purpose of clause 23 (Mission Allowance), the criteria for assessing the rate of the allowance are:

1. The political and military situation in the operational area and its stability;
2. The activities and aims of the military forces and other armed groups present in the area;
3. Any introduced military hazards including mines and unexploded ordnance and booby traps;
4. The incidence of violent crime, civil disturbance, terrorism, insurgency and insurrection; and
5. Any other military factor relevant to the security of members of the group/ detachment.

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