



AFP Executive Level Enterprise Agreement Bargaining Meeting – 17 December 2014

Attendees:

AFP

Chief Negotiator – Assistant Commissioner (AC) Shane Connelly

s47E(c)

s47E(c)

s47E(c)

s47E(c)

AFPA

An Li

Clare Hedley

Con Coutsilitis

Independent Bargaining Representatives

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Apologies

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Minutes

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Minutes:

Agenda Item 1 - Welcome

Welcome Bargaining parties welcomed by Chief Negotiator (CN) AC Shane Connelly.

Meeting commenced at 13.30.

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Agenda Item 2 – Administrative issues

CN Connelly outlined the construct of the meetings:

- an agenda will be provided prior to each meeting
- minutes taken and distributed for feedback prior to endorsement
- meetings will be recorded for accuracy

It was advised that all feedback or comments on minutes would be considered with ability given for amendment to occur if supported. All feedback or comments should be sent directly to the ELEA AFP Bargaining team at [s47E\(d\)@afp.gov.au](mailto:s47E(d)@afp.gov.au). The secretariat will advise the Chief Negotiator of any inconsistencies that require addressing at the next scheduled meeting after the draft minutes are released.

Agenda Item 3 – Concerns or issues of bargaining parties

CN Connelly asked if anyone has concerns or issues they wished to raise regarding future bargaining meetings.

No concerns were raised in this regard.

Agenda Item 4 – Bargaining policy discussion

CN Connelly spoke of the Australian Government Workplace Bargaining Policy. He read parts of the policy focusing on the following:

- Agency responsibilities
- Affordability and funding (section 2)
- Remuneration and productivity (section 3)
- Employment conditions (section 4)
- Enterprise agreement content (section 7)
- Approval requirements for agreements (section 8)
- Duration of agreement (part 1)
- Remuneration and productivity (part 3)
- Employment conditions (part 4)
- Performance (part 6)
- Streamlined agreements (part 7)

CN Connelly noted that while there was ability to seek exemption from some parts of the policy the AFP have been advised not to pursue such a ministerial exemption. He also noted that this was the first time the Government had directed agencies following bargaining policy.

Bargaining parties were strongly encouraged to consider the length of the agreement and the impacts a 3 or 4 year agreement could have. Minimum agreement length is 3 years.

CN Connelly advised that the AFP have no intention of seeking arbitrary reduction in employees. Any consideration toward span of control expansion would not be considered arbitrary reduction of staff. He also advised that as stated in the Government's bargaining

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policy arbitrary reduction in employees could not fund pay rises however natural attrition could form a line of reasoning.

The AFPA (An Li) commented that she respected policy position but wanted to ensure that the AFP still bargain in good faith as per the Fair Work Act. CN Connelly assured the AFPA that the policy did not circumvent the Fair Work Act and that the AFP would be bargaining in good faith.

s47F asked if the current agreement provisions remained with a 0% pay rise would it comply with policy. CN Connelly advised that if the AFP were to put forward the current EL terms and conditions the AFP would need to find savings to fund the affordability of current arrangements together with identifying productivity measures. The AFP s47E(c) oted that this would not be considered an enhancement of the agreement. It was advised that the AFP would seek further advice on this issue from the APSC.

s47F noted the comparisons against EL salary that had been benchmarked against other Commonwealth agencies; these comparisons were highlighted in the Information Forum conducted by the Chief Negotiator in early December 2014. She asked if there had been any comparisons done against other policing jurisdictions. s47F also noted that as the AFP is not part of the APS a comparison against Defence may be more appropriate.

The AFP s47E(c) advised that the bargaining team are looking at a range of data and that if any of the bargaining parties have information that would assist that they should provide it to the AFP for consideration. It was requested that any information provided be referenced.

s47F asked if the bargaining parties will have ability to see the AFP framework before it is forwarded to the APSC. CN Connelly advised that he is willing to discuss concepts of the agreement and does not believe that this would be contravening the policy but wants to seek advice on this matter from the APSC.

The AFP will advise all parties on the outcome of this issue.

s47F enquired about part 3.1.13 of the policy, which states the following:

'To avoid doubt, this policy applies to all aspects of remuneration other than disability or expense related allowances. In the case of these allowances increases should not exceed relevant economic indicators or statistical measures.'

He enquired if the communications allowance and provision of airline lounge memberships would be considered as expense related allowances and could therefore not be considered as productivity savings. CN Connelly advised that the AFP would seek advice on what is considered an expense-related allowance from the APSC.

Agenda Item 5 – Log of claims

CN Connelly asked bargaining parties if they were able to provide log of claims by 22 Dec 2014. Parties agreed that this was not sufficient time. Agreement was reached that claims would be put forward at the bargaining meeting on 7 Jan 2015.

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The AFPA (An Li) asked when parties would receive the AFPs log of claims. The AFP s47E(c) s47E(c) advised that the AFP cannot put forward any claims until the bargaining framework has been considered by the APSC and approved by the Minister.

s47F s47E(c) enquired about the methodology around assessment of productivity gains. The AFP s47E(c) advised that the AFP had engaged the services of s47E(c) to undertake costings and analysis of data and proposals. The AFP also pointed out that the templates provided in the Government workplace policy will direct the format required for compliance.

The AFPA (An Li) suggested that the AFP should provide their proposal to the representatives to consider as part of the bargaining process. CN Connelly advised that he will consider this request and get back to the parties at the meeting on 7 January 2015.

Agenda Item 6 – Next meeting/s

CN Connelly advised that at this stage the next bargaining meeting was scheduled for 24 Dec 2014. All bargaining parties were given the option of cancelling this meeting; all parties agreed.

All parties agreed to bargaining meetings on 7 Jan, 14 Jan and 21 Jan 2015.

The required regularity of meetings will be assessed during these meetings.

Agenda Item 7 - Close

CN Connelly advised all parties that if they are unable to attend future meetings to please let the AFP bargaining team know. He also advised that if people were unable to attend he would not be revisiting these meetings purely for 'catch-up'.

Meeting closed by CN Connelly @ 14.35.

Action Items

Seek advice from the APSC:

1. What can be discussed by the AFP in regards to proposed terms and conditions of employment that will not breach the bargaining policy?
2. Will all bargaining parties be able to review the framework before it is sent to the APSC?
3. If current provisions are maintained what cost savings, productivities and efficiencies will the AFP be required to find?
4. What is considered as an expense-related allowance?
5. Will the AFP share their log of claims with the bargaining parties?

Responsibility: AFP bargaining team

Action by: 7 January 2014

Above questions addressed in Attachment A (below)

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1. What can be discussed by the AFP in regards to proposed terms and conditions of employment that will not breach the bargaining policy?

The AFP is able to discuss all aspects of the agreement with the bargaining representatives. The format and content including current clauses can be discussed regarding the want, need or wish for them to remain in the agreement, remain with amendments or be removed.

No offers on enhancements including remuneration increases can be made with the bargaining parties until such time as the Public Service Commissioner is satisfied that it is affordable, and achieved through genuine productivity gains and measurable savings.

The AFP is in regular contact with the APSC regarding the agreement, its current wording and any new proposed concepts that may or may not be introduced into the bargaining.

The AFP commits to open and transparent discussions with all bargaining parties throughout the negotiation process. All new concepts will be genuinely considered and will receive a written response from the AFP.

2. Will all bargaining parties be able to review the framework before it is sent to the APSC?

The AFP will adhere to the good faith bargaining requirements and will disclose any 'relevant information' that is requested by any bargaining representative. The AFP will not release any information that is considered confidential or commercially sensitive information.

The AFP is required to seek the approval from the APSC to release any advice provided by the APSC to the employer to determine the appropriateness of releasing such information.

3. If current provisions are maintained what cost savings, productivities and efficiencies will the AFP be required to find?

If current provisions are maintained with no offer of a pay-rise for the life of the agreement, this would not be necessarily considered an enhancement or increase and may not need to follow the same approval process. In any case we would seek formal advice.

4. What is considered as an expense-related allowance?

Still awaiting advice

5. Will the AFP share their log of claims with the bargaining parties?

The AFP is not able to bargain in respect of certain matters such as remuneration as we have yet to seek an approval in accordance with 8.1(a) of the governments bargaining policy. The AFP intends to meet with all bargaining representatives to provide those representatives with an opportunity to submit and explain their proposals (log of claims), or concepts of proposals and ensure the new EA is contemporary and meets the needs of the organisation and its employees into the future.

The AFP will provide ample opportunity for the bargaining representatives to give consideration to the AFP's position (unless confidential or commercially sensitive). As the negotiations continue the AFP's position will evolve as a direct result of ongoing collaboration with all

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bargaining representatives, the Executive and our employees. All concepts identified by the AFP will be shared and discussed at the negotiation table (with approval of the APSC).

In the first instance the AFP have requested that all bargaining parties submit a 'log of claims' (if they have one) to ensure that any concepts can be costed and that any approvals in relations to bargaining positions and remuneration proposals are sought at the earliest opportunity. This process may involve seeking further details or information regarding the reasons for the proposals, offering alternative proposals and responding to elements that the AFP have permission to discuss.

The position of the AFP is to align enterprise agreements with the workplace bargaining policy. The AFP is open to concepts and will work with the framework to establish whether a compelling case is established and further consideration is warranted.

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AFP Executive Level Enterprise Agreement Bargaining Meeting – 7 January 2015

Attendees:

AFP

Chief Negotiator – Assistant Commissioner (AC) Shane Connelly

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Apologies

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Minutes

s47E(c)

Minutes:

Agenda Item 1 - Welcome

Meeting commenced at 10.35.

Welcome Bargaining parties welcomed by Chief Negotiator (CN) AC Shane Connelly.

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Previous meeting (17 Dec 2014) minutes –

AFPA requested an amendment to the draft minutes, all bargaining parties agreed to this request. Meeting minutes were endorsed by all parties present to be distributed in final version with the requested variation incorporated.

Agenda Item 2 – Action Items response from APSC to questions raised

CN Connelly advised that the AFP had received some responses to the queries raised in the bargaining meeting held on 17 Dec 2014. He read through the response to these questions, a written copy of the questions and responses has been provided in Attachment A of the endorsed minutes from the 17 Dec 2014 bargaining meeting. CN Connelly also raised the following points in regards to these questions:

Q1. What can be discussed by the AFP in regards to proposed terms and conditions of employment that will not breach the bargaining policy?

The key point is that there is ability to talk concepts of the EA but no offers.

Q3. If current provisions are maintained what cost savings, productivities and efficiencies will the AFP be required to find?

The AFP does not believe that this would be subject to the same requirements but is still waiting on further advice from the APSC.

Q4. What is considered as an expense-related allowance?

The AFP believes that the intent of the policy is to ensure that agreements do not front-loaded expenses. Awaiting further advice.

Q5. Will the AFP share their log of claims with the bargaining parties?

CN Connelly advised that the AFP would put forward a position rather than a log of claims. He noted that it was the intent of the AFP for this position to be within the guidelines of the bargaining framework with no intent to seek exemptions unless compelling reasons were submitted.

The AFPA (An Li) as if this meant that the AFP had no new concepts to bring to the bargaining table? CN Connelly advised that the AFP does but we will not do so in a formal log of claims.

Agenda Item 3 – Present Log of Claims

Log of Claims submitted by the AFPA [REDACTED] s47F and [REDACTED] s47F CN Connelly request that all parties who wished to submit a log of claims do so as soon as possible.

CN Connelly read through the claims for [REDACTED] s47F and [REDACTED] s47F bargaining parties were presented with a copy of the AFPA claims for review.

[REDACTED] s47F advised that he does not have a formal log of claims but would forward concepts for consideration.

CN Connelly noted he could see potential advantages of claim 2.a, merging of EL and general agreements, in the AFPA log of claims. He believed that there could be potential advantages,

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along with some disadvantages, but recognised that there is an administrative burden with having to bargain two agreements along with other associated costs for the organisation. Cost savings and productivity gains could then be passed across the entire workforce which could be a benefit to EL employees. He asked other bargaining parties what their thoughts were on this suggestion.

s47F asked if this occurred and the ELEA was extended what would the pay rise be. She was advised that there would be no pay rise as the current agreement would continue to apply.

CN Connelly advised that there would be a need to seek further advice from the AFP executive around such a move and that further consideration would need to be given about a potential requirement for the current EL cohort to be required to vote. An Li noted that she believed that there would not be necessary to go to vote. s47E(c) advised that the AFP would need to speak with the APSC.

s47F advised that there was structural security in the current ELEA. He wanted to know what is the intent of combining the two? s47F spoke of the greater protections that would be available under the EA. s47F noted that he wasn't speaking of general teams and conditions.

s47F noted that we would need to assess why the AFP went from one agreement to two separate agreements before there was any move forward. She also asked if the general EA could be bought forward. CN Connelly agreed that further assessment of why the agreements were split and whether the need still existed would be required. He advised that he would need to speak further with the AFP Commissioner before such a move could be considered. He advised that EA negotiation could be bought forward as long as there was no detriment to the EA cohort.

s47F noted that the ELEA negotiations are not as time consuming as the general EA. She also noted the leadership requirement of the EL cohort and the responsibility for them to shape and lead the organisation.

CN Connelly also indicated that he was open to discussing the potential of another EL level, AFPA log of claims 6.3. He indicated that this had not yet been discussed with AFP executive but believed that work being done around span of control could find some considerable productivity gains and result in a more senior group of ELs with higher management responsibilities. He noted that this is not just about how many FTE the role is responsible for but also considers responsibility. Assessment would also need to be done on specialists and where they sit within this.

s47F asked if there was any guidance on span of control. s47E(c) advised that there isn't and that this is up to each agency to assess. CN Connelly advised that there has been no clarity but the questions can be asked.

s47F advised that he had done some work around span of control improvement and a specialist stream; he would email this to the ELEA bargaining team.

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s47F asked about claim 6.iii of the AFPA log of claims and what was the rationale around moving to a performance based salary increment? Con Coutsilitis advised that there was an indication from their membership of nepotism and that this approach would be fairer. He also noted that with the current performance based movement there is nothing for the people at the top of the salary scale.

s47F noted that the current arrangement make movement very slow. s47F advised that the average pay increase for an EL is currently 2.68%. CN Connelly advised that we need to make the ELEA more affordable, there would be a requirement to find savings and productivity gains if such a move was to be considered.

CN Connelly stressed the requirement of all parties for a focus on finding productivity gains and savings and the need to identify them. He noted that he was open to discussing the concept in trading off on leave in s47F log of claims (New Provisions 1 & 2). s47E(c) s47E(c) advised the Government restrictions within the Fair Work Act restrict the selling (cash out) of leave. s47F noted that selling leave to increase super would not be as beneficial as giving up Christmas stand-down days for an increase to base salary s47F s47F suggested removal of stand-down with it to then be added to annual leave with a requirement to take it over the Christmas period. s47F asked if the increase to super salary would affect the bottom line. CN Connelly advised that this would increase the cost and there would be a need to find savings. He also advised the other agencies are looking at the stand-down period. s47F and s47F advised that they had discussed this with the people they were representing and it was not appealing to them.

s47F asked when the AFP will table their position. CN Connelly advised that this would occur over time, initial concepts need to be taken further. He also advised that he will share instruction given by the Commissioner as the AFP position evolves so as not to waste time.

Agenda Item 4 – Next Meeting

CN Connelly advised that the AFP would consider all claims and provide a response to as many items as possible at the next meeting on 14 January 2015.

s47F asked about the ELEA survey that took place in 2014 and if any beneficial information came from this survey. CN Connelly advised that there was nothing that stood-out to him or his team but was happy to provide all bargaining parties with a copy of the survey results for the review.

Agenda Item 5 – Close

Meeting closed by CN Connelly at 11.55am

Action Items

- Provide copy of ELEA Survey to all bargaining parties.
- Provide response to items within log of claims (where possible).

Responsibility: AFP bargaining team

Action by: 14 January 2014

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AFP Executive Level Enterprise Agreement Bargaining Meeting – 14 January 2015

Attendees:

AFP

Chief Negotiator – Assistant Commissioner (AC) Shane Connelly

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Apologies

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Minutes

s47E(c)

Minutes:

Agenda Item 1 - Welcome

Meeting commenced at 10.35

Bargaining parties welcomed by Chief Negotiator (CN) AC Shane Connelly.

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Agenda Item 2 – Endorsement of previous minutes

Minutes from bargaining meeting held on 7 January 2015 were endorsed by parties with no variation.

CN Connelly also addressed parties on the article published in the Canberra Times on 11 January 2015 urging to take care when questioned by media in an effort to maintain cordial negotiations and avoid matters that may lead to any hostility.

s47F asked if there were talking points for bargaining parties to use.

CN Connelly advised that he would consider it further,

Agenda Item 3 – AFP response to log of claims (where possible)

CN Connelly urged parties to submit any log of claims as soon as possible. He emphasised that this would give the AFP more time to assess the claims. He also requested for bargaining parties who do intend on submitting a log of claims to advise the AFP bargaining team. Also emphasised was the need for parties to identify specific cashable savings and productivities that link to any concepts they may put forward.

Log of claims - AFPA

Claim 4.a(i)	AFP initial response
6 weeks annual leave to be allocated to employees who work outside of core hours and are required to be on-call on a regular basis.	<ul style="list-style-type: none">• The AFP would need further data to indicate who would be considered in this provision.• AFPA would need to provide the AFP with information regarding roles that would be considered so costing analysis can be undertaken.

CN Connelly further expanded on the AFP response by asking the AFPA if they were considering this apply to a person or a role? Sworn or unsworn? He also asked what the offset would be of this possible inclusion and would this mean others have leave reduced? The AFP position is that there is no affordability in such an increase.

Con Coutsilitis advised that there was no sworn/unsworn differentiation. He noted that the AFPA are aware that there is this requirement for many AFP EL employees who are committing a huge amount of time and getting no remuneration for it. He acknowledged that he can't advise who these people are at this point in time.

CN Connelly advised that he does not believe that there is no recognition for this requirement. The EL's already receive an additional week's leave above the national standard. He also queried how the roles this would apply to be identified? They would need to be working on data and looking for productivity offsets.

An Li advised that the AFPA we're not in the mind set to look at productivity for every claim and that they would need to consider this further.

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CN Connelly advised that the AFP would need to look at the entire cohort to assess any such requirement. He asked other bargaining parties about their views on the claim.

s47F suggested consideration for offsets are not necessarily 'like' for 'like'.

s47F noted that the current agreement has no reference to on-call and that we are bargaining about something that is not in the current agreement which makes it hard to address when we have no stats or data.

s47F believes that this was a trade off on movement to the current agreement.

s47E(c) advised that leave was reduced to 5 weeks with a payout of this reduction rolled into the base salary for all EL employees.

s47F noted that the agreement outlines an additional flexibility requirement and that this can be managed by arrangements with your supervisor. This happens but does it need to be outlined in the agreement?

CN Connelly agreed that such arrangements can occur now and asked if there really is a need to include it in the agreement when this is an executive agreement? He felt that this could lead to a work to rule environment. He also noted that the AFPA should look at encouraging members to speak to their supervisor directly about the issue.

Con Coutsilitis advised that these claims are created based on issues raised by their members so the issue must exist. He believes that there should include a formal mechanism for such arrangements to occur.

s47E(c) advised that there are a large amount of employees who have local arrangements with their supervisor. The intent was for this to be a professional cohort of employee if included this might be better placed in policy.

s47E(c) advised that SES contacts have some wording that may be useful in this regard.

s47F advised that this has happened to people in his area who had worked excessive hours but had been managed differently based on each person. How can you ensure that you get access to equal days? The current agreement doesn't provide for the application of equal treatment.

He also noted that additional leave for particular positions would cause rigidity in movement of people from positions and a lack of mobility for the AFP.

CN Connelly advised that he would consider these concerns and believes mechanisms to manage poor management is a policy position. He advised that this is more about good management and he would be happy for recognition to be given in policy at the executive level that would better support the facilitation.

s47F added that appeal mechanisms can be afforded in policy.

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Con Coutsilitis advised that the AFPA would be happy with this included in a policy document, with the SES term replicated for EL employees. He did note that this would need to be a timely inclusion in policy.

s47F advised that core conditions should not be in policy as there is no ability for them to be voted on. If this is a key aspect of the agreement then it should be in the agreement not policy.

s47E(c) quoted the following from clause 9 'Hours of duty' from the agreement; *'The Employee and AFP acknowledge that the level of remuneration that the Employee receives reflects an expectation that the Employee may be required to work rostered shifts and/or hours outside of normal business hours without further remuneration.'* This clearly outlines the expectation of this cohort regarding hours of duty and indicates a requirement. She also advised that this would not be what that the AFP consider a core term or condition, which is why it is not in the current agreement.

CN Connelly also referenced the following sentence from clause 9, *'Employees are expected to manage their workload and model appropriate attendance patterns, being mindful of the AFP's commitment to work life balance.'* He believes that there is sufficient cover given under this section and that a policy position would reinforce the agreement provision more from a managerial perspective. He advised that the policy will clearly articulate the AFP position and that NMHR could step in to ensure the policy is managed correctly if abused. The AFP will put words together around a policy position and that any move to six weeks leave would require a saving and productivity offset elsewhere.

s47E(c) noted that from an IR perspective there has been no industrial dispute on this issue during the tenure of the agreement.

Outcome

- Action item for the AFP to construct a policy position for consideration of the bargaining parties.

Claim 4.a(ii)	AFP initial response
6 weeks annual leave to be allocated to employees who are deployed overseas, unaccompanied and who are not in receipt of an unaccompanied allowance.	<ul style="list-style-type: none">• Clause 5 of the ELEA restricts the terms and conditions of the agreement from applying where a determination under a section 40H(2) of the Act is in place.• This request cannot be included as part of the agreement.

CN Connelly advised that this could not be included as part of the agreement.

An Li advised that the AFPA withdraw this claim.

Outcome

- Claim 4.a(ii) of log of claims withdrawn by the AFPA.

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Claim 8.a	AFP initial response
<p>Reduction in classification - Removal of subsection 38.a of the agreement.</p> <p>This is in regards to an adverse PRS finding under Part V of the AFP Act, in relation to a category 3 conduct issue or a corruption issue, where the associated review processes have been exhausted and the delegate has made a determination that the appropriate action is to reduce, or includes a reduction in, the employee's classification.</p>	<ul style="list-style-type: none"> The inclusion of sub-clause 38.a in the ELEA is to ensure that employees are aware of what potential action the Commissioner may take in relation to such matters.

CN Connelly advised that the AFP has no interest in removing this clause. He did note that if the AFP executive considers the creation of a new band – between band 8 and executive level – a review of reductions within the new band width may be something that could be discussed in this process.

Outcome

- No removal or variation to this clause at this stage. Consideration may be given at a later stage.

Claim 10.a	AFP initial response
<p>Recognition of the role of AFPA delegates.</p>	<p>We believe the Fair Work Act provides sufficiently for the right and responsibilities of employees, employers, organisations – inclusive of representational rights.</p>

CN Connelly noted that as the Fair work Act covers this issue it is Government policy there is no requirement for this to be included in agreements.

An Li advised that the Fair Work Act provision is the minimum and that the AFP can include other provisions in the agreement. She believes that it is necessary for it to be in the agreement. She advised that delegates have been questioned about their rights and that this could save disputes and issues.

CN Connelly advised that the AFP can go back to APSC about this issue but reiterated that this doesn't need to be included in the agreement as the terms are held in legislation.

s47E(c) advised that there are some restrictions in the bargaining policy but the AFP would come back with formal advice.

Outcome

- AFP to provide more formal advice on the restriction of legislation.

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Claim 10.b & c	AFP initial response
b - A minimum of 5 days paid AFPA delegate training leave per duly appointed or elected delegates.	The AFP recognises that AFPA delegates may need to attend training to enable them to fulfil their delegate duties. This training should be treated as normal workplace training and considered by the AFP approver on a case by case basis outside the core conditions of the ELEA.
c - Paid quarterly AFPA meetings to the duration of one hour.	As above. Paid quarterly AFPA meetings to the duration of one hour, at the single time rate, may be considered by the AFP approver on a case by case basis outside the core conditions of the ELEA.

CN Connelly advised that he recognises the work that delegates do but does not know why this would need to be included in the agreement. He advised that there is no interest in the AFP agreeing to this and that this issue sits outside the agreement.

Outcome

The AFP does not agree to this being included in the agreement

Con Coutsilitis advised that the AFPA would be happy to wait on the advice the AFP are seeking from the APSC around bargaining policy requirements and not consider AFPA claim 10 at this stage. They can all be addressed at the same time.

Claim 10.d	AFP initial response
Access to rosters and new staff lists	No. We see no purpose to add this into the ELEA (also noting that the Executive cohort is not subjected to rosters.

s47E(c) enquired about claim 10.d of the AFPA log of claims and asked why the AFPA would need this?

Con Coutsilitis advised that he believes this is a mix up with general EA provisions and advised that this claim was withdrawn by the AFPA.

Outcome

- Claim 10.d withdrawn by AFPA.

Claim 10.e	AFP initial response
Payroll deduction and direct debit arrangements for union dues.	This is already in place.

s47E(c) asked why claim 10.e was included when this is already something that is already in place.

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An Li advised that the AFPA are aware that this is already in place.

Outcome

- No change required to current arrangements. No requirement for this to be included in the agreement.

Claim 10.g	AFP initial response
<p>10.g - Consultative Committee to be set up including;</p> <ul style="list-style-type: none"> i. Chair (the Commissioner or nominated representative) ii. 2 management representatives (1 Group Manager and 1 Executive Level 2) iii. 2 AFPA representatives nominated by the AFPA; and iv. 2 Employee representatives covered by this agreement and elected by Employees covered by this agreement. 	<p>The AFP does not see any reason to amend the current consultation term. There have been no disputes raised in regards to consultation under the ELEA and as such we believe that the model term is sufficient and that there is no requirement for the creation of such a committee. This would also be against the Australian Government Public Sector Workplace Bargaining Policy requirements. See extracts below:</p> <ul style="list-style-type: none"> • <i>Part 7.1.6 - Enterprise agreements must include a dispute resolution term and a consultation term, and these terms should be equivalent to the model terms set out in the Fair Work Regulations. Agencies should not seek to provide additional dispute resolution or consultation procedures that would restrict a workplace from managing matters effectively and efficiently. In particular, there should be no terms included in an enterprise agreement that would provide third parties with the ability to veto or interrupt workplace improvements and managerial prerogative.</i> • <i>Part 7.1.10 - Agencies should seek to implement the model consultation term, or an equivalent term, without any additional prescriptive and/or restrictive arrangements that would confine managerial decision-making and the operations of the agency. For example, enterprise agreements should not include any requirements to consult on the engagement of employees or contractors.</i>

CN Connelly advised that the AFP Position on this inclusion no, the AFP do not feel that this is necessary in the agreement. s47E(c) further expanded on this position noting that the government bargaining policy (part 7.1.10) outlines that consultation terms should be consistent with the model terms in the Fair Work Act.

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An Li advised that this was included in the AFPA log of claims so that the AFPA can be involved in policy development.

CN Connelly advised that the AFP do not see the need for this, the AFP involve the AFPA when required. This inclusion would potentially threaten the role and ability of the AFP executive. CN believes there is an independence that the AFPA brings to the policy debate that is best placed outside a consultative committee. To include the AFPA in this forum could threaten that independence.

An Li disagrees with the AFP position. Policy documents involve terms and conditions and their members can't get involved at any level. The AFPA want to be involved during the formal consultative period. An Li put forward the example of recent workforce changed in the Intelligence portfolio.

s47E(c) advised that the AFP consult initially with the work force, and then the AFPA and other unions are involved. He noted that there was no issue raised with how the Intelligence consultation process was undertaken.

Con Coutsilitis advised that the AFPA want to compel management to ensure participation to avoid situations where managers do things that are unbeknownst to employees.

CN Connelly advised that the AFP position is enforced by the government bargaining policy (part 7.1.6).

An Li advised that the introduction of a committee does not mean that there must be agreement, the inclusion is just about discussion of issues. s47E(c) advised that the AFP would seek further advice in regards to part 7.1.6 of the bargaining policy, in relation to claim 10.g, from the APSC.

Outcome

- AFP does not agree to the inclusion of a consultative group in the agreement. AFP will seek further advice on part 7.1.6 of the bargaining policy.

Log of Claims -

s47F

New Provisions

Claim 1.	AFP initial response
<p>Reduction in recreation leave accrual up to 76 hours per financial year in certain circumstances.</p> <p>Employees may elect to reduce the accrual rate of recreation leave in return for a commensurate increase to their fortnightly pay. Employees may reduce their accrual by a total of up to 76 hours per financial year provided the sum of annual accrual of recreation leave plus</p>	<ul style="list-style-type: none">• Annual leave and LSL are governed by separate legislation.• Section 93 of The Fair Work Act allows for an enterprise agreement to include terms that provide for cashing out of paid annual leave. These terms must require that paid annual leave must not be cashed out if the cashing out would result in the employee remaining accrued entitlement to paid annual leave being less than 4 weeks (152hrs).

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annual accrual of long service leave remains, at any stage, at least 152 hours per year.	<ul style="list-style-type: none">The Commonwealth LSL Act does not provide any ability for an employee to cash out LSL leave.
--	--

s47F advised that he withdraws this claim.

CN Connelly noted that this request is restricted by legislation.

Outcome

Claim withdrawn.

Claim 2.	AFP initial response
<p>Reduction in accrual rate of recreation leave and resulting increase in pay to count as salary for superannuation purposes</p> <p>Employees may elect to reduce the accrual rate of recreation leave in return for a commensurate increase to their fortnightly pay. This increase in fortnightly pay to count as salary for superannuation.</p>	<ul style="list-style-type: none">AFP to seek further advice on if this can be done under superannuation legislation.

CN Connelly advised that the AFP is seeking further advice on this claim. He also advised that if there is ability then all parties need to be aware that there is a cost. The question would then be about what offset this cost if included in the agreement.

s47F noted that a reduction of leave from 5 weeks to 4 would be a productivity increase but acknowledged that there is a cost to the organisation.

s47F noted that this would be a permanent increase to an employee's super salary, not a one off increase; this would be an ongoing cost to the AFP.

CN Connelly asked about how we could ensure that this did not have a flow on effect and be an ongoing cost to the AFP. He also noted that the AFP wants to ensure the people take their leave.

s47F advised that it could be restricted with a reduced accrual needing to apply for the entire period of the agreement.

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Agenda Item 4 – Leave Provisions

- *Clause 24 – Standard Recreation Leave*

CN Connelly advised that the AFP have no intention of making any changes to the current annual leave arrangements. CN Connelly recognised the corresponding claim from the AFPA (4.a) and that the bargaining team would look into words to include in policy.

- *Clause 24.1 – Cash out of Recreation Leave*

CN Connelly advised that the AFP were looking at restricting how much leave could be cashed out in a calendar year. The AFP would be keen to consider words that provide for leave to be taken before cash out of leave was eligible. s47E(c) also noted that the AFP is looking at removing the cash out requirement for blocks of 38 hours.

- *Clause 24.3 – Purchasing Recreation Leave*

CN Connelly believes this was covered in previous conversations. The AFP are happy to retain current provision.

- *Clause 24.2 – Reduced Accrual of Recreation Leave*

CN Connelly noted that you can't reduce accrual below 152hrs. Further advice is being sought around this being considered for super salary in line with s47F claim discussed earlier.

- *Clause 24.4 – Recreation Leave at Half Pay*

CN Connelly advised that currently the entire period of half pay leave counts for service, this does not seem equitable. The AFP wants parties to consider the following options:

1. Only half of the approved period of annual leave at half pay will count as service, or;
2. Remove the entitlement entirely.

This could create a cost saving and productivity gain and the treatment of service for only have the period would be consistent with maternity leave provision.

s47E(c) advised that only 30 applications had been approved in the tenure of the agreement. These periods of leave we usually less than one or two weeks.

CN Connelly advised that the AFP would move ahead with some modelling of the above options.

- *Clause 24.5 – Requirement to take Recreation Leave*

CN Connelly noted the importance in addressing leave balances as they are so high and there could be a cost savings in this. s47E(c) put forward the idea of including a provision for employee to take one period of leave every 12 months that is at least a minimum of five days. CN Connelly advised that the AFP would explore this and other options to bring back to the bargaining parties.

- *Clause 25 – Maternity Leave*

CN Connelly noted that the government bargaining policy advises that there should be no change. He asked for the comments of the bargaining parties; no comments were forthcoming. Consensus was given by bargaining parties for current provision to remain as is.

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- *Clause 26 – Adoption Leave*

CN Connelly advised that this clause had raised an issue under the general agreement in regards to foster care arrangements as this clause does not cover foster care. He asked if parties would want to consider including foster care leave.

An Li agreed that the wording in this clause need to be clarified. She noted that this is not part of the AFPA claim they just want the entitlement to be clear.

s47E(c) agreed that the AFP need to strengthen the words of this provision to clarify that that there is only eligibility to access it once adoption is formally approved, as opposed to during the course of formalising adoption. s47E(c) noted that foster care agencies provide funding to carers and that this could be something to consider.

s47F indicated that this could be considered under miscellaneous leave provisions.

Con Coutsilitis agreed that a reword of the adoption leave clause was necessary and that foster leave request considered under miscellaneous leave was appropriate.

s47F noted that foster care is voluntary and that other voluntary items are not included.

- *Clause 27 – Parental Leave*

CN Connelly advised that the AFP do not intend changing these provisions s47E(c) advised that at the moment there is no restriction when you are required to take this leave, she asked if parties wanted to consider words around when this leave is taken. CN Connelly advised that he was not sure about putting restriction on when this can be taken and that the current provision can remain as is.

- *Clause 28.1 – Personal Leave Accrual*

s47E(c) asked if parties believed it worthwhile to consider reducing to gain possible savings if there were any to gain?

s47F noted her log of claims contain a claim for a reward for employees who have over 1000hrs personal leave upon retirement.

CN Connelly advised that he was not sure such a reward could be provided, he also noted that if people are sick then the AFP want them to take their sick leave s47E(c) noted that this could stop the miss-use of personal leave but it would be a disadvantage to people who are legitimately sick.

Con Coutsilitis put forward that people who leave with a significant personal leave balance could receive a bonus.

s47F advised that personal leave is like insurance and the AFP is not funded for this leave. He also felt that this could be perceived to be unfair.

Overall consensus was given on the existing accrual to remain.

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- *Clause 28.2 – Personal Leave Approval*

CN Connelly advised that the currently there is no requirement for this cohort to provide evidence of illness unless requested. Do parties want to include a provision for this to occur?

s47F advised that he was against a requirement for certification as this was a mature workforce.

s47E(c) noted that there is currently ability for the manager to request certification if they believe there is reasonable grounds to do so.

Consensus given that there is no change to current provision.

- *Clause 28.3 – Medically Unfit on Long Service Leave*

Consensus given that there is no change to current provision.

- *Clause 28.4 – Unpaid Personal Leave*

Consensus given that there is no change to current provision.

- *Clause 28.5 – Access to other Leave when Paid Personal Leave is Exhausted*

Consensus given that there is no change to current provision.

- *Clause 29 – Compassionate Leave*

CN Connelly advised that there is currently a variation between the general agreement and the EL agreement with a requirement for the AFP to provide 5 days leave upon death for EL employees. Consideration could be given to this being by request.

An Li noted that there doesn't need to be consistency between both agreements.

s47F put forward the suggestion of changing the wording of 'will' to 'may' in the clause.

CN Connelly advised that it might be better to consider a change in the general agreement rather than EL agreement

Consensus given that there is no change to current provision.

- *Clause 30 – Defence Reserve Service Leave*

CN Connelly advised that the AFP must follow Act requirements but put forward the introduction of periods in excess of 6 months to not count for service for annual leave purposes; but for all other purposes. He noted that this could be a cost saving if included.

Bargaining parties agreed on this variation however An Li advised she would want to consult further with her colleagues.

- *Clause 31 – Community Service and Jury Service Leave*

Consensus given that there is no change to current provision.

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- *Clause 32 – Miscellaneous Leave*

CN Connelly advised that there could be consideration given to limiting the amount of miscellaneous leave given to an employee and that the AFP wants to move the current list within the EA into policy. He noted that there was no saving or productivity in this.

An Li believes that the lists should stay in the agreement.

s47E(c) put forward the suggestion that the ability for miscellaneous leave (with and without pay) remains in agreement but the list sits within policy, this removes the restriction from the agreement.

s47F agreed that the list was not comprehensive and that it should go into policy.

An Li advised that if it is in policy the AFPA can't challenge it, if it is in the agreement the AFPA can go to the Fair Work Commission.

s47E(c) advised that the ability for miscellaneous leave is not removed so a dispute can still be raised under the agreement, she also noted that this leave is a discretionary entitlement given by the employer not an employee right.

CN Connelly advised that the AFP we will consider miscellaneous leave but will not limit it as to when it will be considered. This will broaden the capability of the clause. The AFP has no obligation to approve any request even if it is included in the list. The AFP will draft the clause and present to parties for consideration.

s47F agreed that the list needs to be at least in policy for employee guidance.

- *Clause 33 – Public Holidays/Christmas Stand Down*

CN Connelly advised that the AFP could consider the removal of non-government designated public holidays; this being the two stand down days and the public service public holiday. The AFP are in the process of doing costings around this to see what savings and productivities could be gained. He further noted that he sensed this was not something the EL cohort is going to want. He noted that other departments are also considering this.

s47F advised that the employees she represents consider these days priceless and the removal for a small salary increase would not be worth it.

CN Connelly stated that cost modelling will be undertaken that may provide for further appetite for consideration.

Agenda Item 5 – Next Meeting

CN Connelly asked bargaining parties if they would consider moving the meetings to fortnightly, this would allow the AFP more time to work through log of claims and gather costings information.

It was agreed that the meeting on 21 January 2015 would go ahead with meetings to be fortnightly from this date; the timing can be assessed and reviewed if it is not working.

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CN Connelly also advised that the AFP will address queries as we receive outcomes.

It was also noted that the action item from 7 January 2015 to send the 2014 ELEA Survey was not completed. All parties were advised that this would be sent (this was actioned on 15 January 2015).

An Li requested that the AFP provide more detail on the agenda so that bargaining parties can have more preparation.

CN Connelly reiterated to all parties that they need to start thinking about cost savings and productivities. He also wanted them to think further on the concepts raised of one agreement and exploring potential for another band and specialists in the agreement.

Agenda Item 6 – Close Meeting

Meeting closed at 14:00

Action Items

1. Wording around consideration of excessive hours worked for inclusion in policy.
2. AFP to provide further advice on restriction of legislation within the government bargaining policy – this is in relation to claim 10.a in the AFPA log of claims.
3. AFP to seek further clarification on part 7.1.6 of the government bargaining policy in relation to claim 10.g of the AFPA log of claims.
4. AFP to seek further advice on the ability for reduced accrual of annual leave to count towards super salary – s47F log of claims, New Provisions claim 2.
 - a. AFP to explore cost modelling/potential productivity contributions to the Annual Leave at half pay options.
5. AFP to reword clause 26 – Adoption Leave, to better indicate the intent.
6. AFPA to consult with colleagues regarding the proposed amendments to the Defence Reserve Service Leave service accrual practice.
7. The AFP will draft the miscellaneous leave clause and present to parties for consideration.

Responsibility: AFP Bargaining team

Due date: As available

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AFP Executive Level Enterprise Agreement Bargaining Meeting – 21 January 2015

Attendees:

AFP

Chief Negotiator – Assistant Commissioner (AC) Shane Connelly

s47E(c)

s47E(c)

s47E(c)

s47E(c)

AFPA

An Li

Con Coutsolitis

Independent Bargaining Representatives

s47F

s47F

s47F

s47F

s47F

Apologies

s47F

s47F

s47F

s47F

Minutes

s47E(c)

Minutes:

Agenda Item 1 - Welcome

Meeting commenced @ 10.36

CN Connelly wanted to address the letter that had been sent by the AFPA to the AFP regarding the bargaining process so far (Attachment A). He noted that this letter expressed discontent around good faith bargaining and the AFP adhering to the Australian Government Public Sector Bargaining Policy. He wanted to reiterate that it has always been the AFP's intention to bargain in good faith and the AFP will disclose relevant information honestly and openly. The AFP is

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happy to discuss all aspects of the agreement with bargaining representatives and will genuinely consider all concepts that are tabled. He restated that the AFP has no requirement to table their position up front but rather evolving as a direct result of the ongoing negotiations.

CN Connelly further reinforced the role of the government bargaining policy during this process and that as a Commonwealth employer the AFP is subject to this policy. While historically this has been something encouraged of the AFP, compliance is now compulsory. The AFP has not changed their bargaining methods but are ensuring that we comply with the new policy.

CN Connelly advised the AFPA that he welcomed this letter but was concerned with the bulletin that was sent to all of their executive level employees. He noted that this was suggested the AFP was not bargaining in good faith. He noted that they could have given the AFP a chance to respond before going out to their members.

CN Connelly noted that he had responded to the AFPA correspondence (Attachment B).

The AFP has taken action to ensure that effective and thorough consideration is given to all proposals put forward by bargaining representatives in a timely manner. Last week it was put to all bargainers that the weekly schedule was not providing enough time for the AFP to respond to all actions and claims, as such it was agreed that these meetings would be moved to a fortnightly basis.

Con Coutsolitis advised that the AFPA would like a chance to read the AFPs letter of response before addressing this any further; this letter was only received last night. He advised that they were ensuring that they keep their members informed in distributing their letter.

CN Connelly advised that this issue would be tabled at this meeting only; he will not distribute the AFP response to executive level employees at this point in time.

Agenda Item 2 – Endorsement of previous meeting minutes

CN Connelly asked if there were any issues to be raised regarding the minutes. He noted that due to the late distribution that feedback was not required until COB 23 Jan 2015.

Con Coutsolitis asked to raise Attachment A (Leave Conditions table) of these minutes, he asked when will we go back and revisit these action items?

CN Connelly said that the idea is to produce a summary for all bargainers. The table is simply to address and outline matters that have been reviewed, there is always ability for change later in negotiations. He also advised that the AFP have an Action Items log that would also provide greater clarity.

s47E(c) further advised that items can be re-tabled for discussion at any time.

s47E(c) advised that items on the Leave Conditions table that are agreed upon will go on to a Decisions Log, any action items that come up during bargaining will go on to the Action item log – bargainers can advise the AFP at any time if they want to readdress an issue.

An Li noted that the meeting would go faster if the AFP provide their position beforehand and not at the meeting.

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CN Connelly advised that considerable work had been done to ensure that AFP was informing all bargainers. This was always the intent of the AFP.

Con Coutsolitis wanted to know how it is decided what will be addressed at each meeting.

CN Connelly said that this was straight forward. We are going through the agreement and seeing what we can reach an agreed opinion on before we move to the more contentious items. Bargainers can request to address particular sections if they want; the AFP is happy to consider these requests.

Con Coutsolitis asked if there were any elements that the AFP wants to change in the agreement.

CN Connelly advised that at this stage we are still seeking further advice from the Executive. He further noted that the AFP are not dissatisfied with current agreement but if there was an expectation of pay increases then this will lead to a change in the document.

s47E(c) advised that in the future the AFP will be sending out the relevant information to all bargaining parties before bargaining meetings. This will be easier to do with the movement of the meetings to once a fortnight.

s47F asked if the requirement for a position from the AFP Executive should be captured on Action Items log? Could be a way to resolve issue and close them off.

CN Connelly advised that he did not believe this was necessary. This was more about in-house consultation than a need to seek advice. The items will be formally recorded once a way forward is decided upon. CN Connelly further reiterated that the AFP will address every item in all bargaining parties log of claims during bargaining.

Agenda Item 3 – Update on action items (where possible)

Bargaining parties were provided with the Action Items log (Attachment C) for reference.

- Reference - 1.4 - *What is considered as an expense related allowance?*

s47E(c) advised that the APSC had provided further clarification on what was an expense related allowance as follows:

'An expense-related allowance is one that reimburses employees for expenses actually incurred (eg. travel), as opposed to one that compensates for a work-related responsibility (eg. first aid officer allowance or DLO allowance). Only allowances provided under the Agreement are considered; if they are provided for by other means they are not in the scope of APSC assessment.'

CN Connelly advised that this was more about not providing pay increases through misuse of these types of allowances. He asked all parties if they were satisfied with the response.

Bargaining parties present were happy with response.

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- Reference - 3.1 – Wording around consideration of excessive hours worked for inclusion in policy.

CN Connelly advised that the AFP had draft wording for the intended policy. He noted that this was taken from the current SES contract with only a slight variation:

'The Employee's supervisor may agree to the Employee taking time off without loss of leave credit, where it is agreed that the required spread of hours worked by the Employee provides sufficient justification.'

CN Connelly further noted that this inclusion will ensure that it is adhered to. He advised that this will be sent to the senior executive for consideration before any finalisation.

- Reference - 3.5 – AFP to reword clause 26 – Adoption Leave, to better indicate intent. An Li noted that in Attachment A of the previous minutes (14 Jan) the Leave Conditions table notes that the AFP want to consider the variation of the word 'will' to the word 'may'. She does not remember this being discussed.

s47E(c) asked for her to forward her concerns as a variation to the minutes.

- Reference - 3.6 – AFPA to consult with colleagues regarding the proposed amendments to the Defence Reserve Service Leave accrual practice.

s47F noted that this would be a potential saving.

s47E(c) advised that savings on this will be presented at the next meeting, however the AFP are waiting on the AFPA response to this.

Agenda Item 4 – Negotiation – Resignation, Retirement and Termination of Employment (Clauses 34 to 36.3) (Attachment D)

- *Clause 34 – Resignation and Retirement*

CN Connelly noted that s47F log of claims seeks an incentive to retire provision. He advised that this cannot be included in the agreement.

s47F asked if the agreement could outline the amount payable and super requirements; similar to the way the VR clause works, she advised this would be restricted and not given to everyone.

CN Connelly advised that there is no entitlement to have an incentive to retire scheme, he noted that it is up to the Commissioner if he wants to include a policy on such a scheme. It is not in our current employment framework and if this was something the AFP wanted to consider it would be a policy position and would be voluntary. He can see the benefit but it belongs in policy not the agreement. There is also nothing to support this inclusion and it could be a cost that would require an offset.

s47F requested that all log of claims that outlined 'no reduction in entitlements' should be recorded as 'claims for bargaining parties' in each table.

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CN Connelly agreed to this inclusion but advised bargaining parties that they should also note any disagreement during bargaining meetings.

The AFP are happy to maintain current provisions.

- *Clause 35 – Workforce Adjustment*

CN Connelly noted the AFPA claim for voluntary redundancies (VR) to be available to those who cannot take up a position due to relocation for personal reasons. Our position is to consider including an additional clause, as follows - 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.* This wording has been taken from the general agreement. He believes that this addresses the AFPA claim.

s47E(c) gave an example of this inclusion where the AFP determines that the role is no longer required to move from one location to another location; this occurred when ORG roles were moved from Brisbane to Canberra. This would provide ability for the employee to be considered excess.

An Li advised that this is what the AFPA are after in their claim.

s47F noted that this doesn't cater for the returning Senior Liaison Officer (SLO) scenario.

CN Connelly advised that SLOs enter into deployment knowing full well the terms of redeployment on return that they are entering into.

AFP to draft clause for consideration of bargaining representatives.

- *Clause 35.1 – Notification of proposal to declare excess*

CN Connelly noted s47F claim for no reduction in redundancy provisions. The AFP do not intend on making any change to this provision.

Consensus that no change is required.

- *Clause 35.2 – Redeployment*

CN Connelly advised that the AFP will be including a maximum period that an employee's salary can be frozen for. This will only occur if they take a reduction during this process. The AFP put forward possible timeframes – 28 days, 3 months and 6 months.

An Li noted that this was a big change.

s47E(c) advised that currently these employees maintain their executive level salary and also receive entitlements of the general agreement. They are potentially better off than a substantive EL. There could also be minor cashable savings could be found here.

s47F asked if super contributions would remain the same; EL employees would pay more in contributions.

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s47E(c) advised that this is discretionary and can be reduced by the employee.

s47F noted that he saw merit but a person subject to this would have to adjust their life; 28 days would be too short. However the current entitlement is unfair.

CN Connelly indicated that the intention of the AFP was to ensure that there are no unfair provisions in agreement.

Con Coutsolitis asked what happens to super salary.

s47E(c) advised that an employee's super salary can never reduce.

An Li asked what was the context or background of this current clause, this change will impact on someone. Why can't this be a redundancy?

s47E(c) noted that this would have been a personal choice; redundancy may not have suited them.

s47E(c) advised that in the EL agreement if someone is excess then they must first be offered a VR. If they reject this and there is no other at level roles for them then we find them a role at a lower classification - we should pay them at this new level. Instead of salary being frozen until the end of time it will only be for a limited period and then it will be reduced to the classification of their new role.

An Li noted that reduction in the general agreement is 12 months.

s47E(c) advised that the figures are for discussion.

CN Connelly asked how the bargaining representatives feel about 6 months.

s47F noted that this links in with Clause 35 and the addition of sub-section c), more people will potentially be subject to being declared excess.

CN Connelly advised that this is about an employee being recognised as excess if that is what they are. This issue needs to be addressed.

An Li advised that the AFPA would think about the length and respond at the next meeting. They not want this to be applied be retrospectively. CN Connelly advised that costings will be done around this.

s47F asked what the transition period would be and how it would apply.

s47E(c) advised that employees subject to this are no longer part of this agreement; they are now subject to the general agreement. This change would not affect any employee who has previously accessed this clause. However a transitional clause could be considered in the general agreement.

The AFP will consider this further and provide costings when available.

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- *Clause 35.3 – Voluntary redundancy*

CN Connelly advised that the AFP is not proposing any change.

s47F asked if changing the order of clauses to follow the actual flow of the RRR provisions should be considered.

CN Connelly noted that this was a good suggestion.
Consensus to maintain current provision.

- *Clause 35.4 – Retention period*

CN Connelly advised that the AFP wish to remove 'will' and change it to 'may'. This change would be a benefit to the employee as it would remove the requirement for the AFP to make the employee involuntarily redundant.

An Li advised that the AFPA has no issue with this change.

AFP to progress with removal of 'will' and inclusion of 'may'. AFP will draft clause for consideration of bargaining parties.

- *Clause 35.5 – Support during notice period*

AFP indicated no change to this clause.
Consensus to maintain current provision.

- *Clause 35.6 – Involuntary Redundancy payment*

AFP indicated no change to this clause. CN Connelly indicated that to date, the AFP has not given an IR.
Consensus to maintain current provision.

- *Clause 35.7 – Eligible service for redundancy pay purposes*

AFP indicated no change to this clause.
Consensus to maintain current provision.

- *Clause 35.8 – Rate of payment*

CN Connelly noted that sub-clause 8b needs to be varied to remove the current reference of 'less than 24 years full-time service'.

s47E(c) advised that this clause has not changed in the AFP agreement since 1999. It is believed that this came for the public service application of VRs and doesn't represent the AFP VR provisions.

The AFP to provide draft wording for the consideration of all bargaining representatives.

- *Clause 36 – Termination of employment*

AFP indicated no change to this clause.

Consensus to maintain current provision.

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- *Clause 36.1 – Period of notice*
 - *Sub-clause 36.1.1 – Employer Initiated Termination*

AFP indicated no change to this clause.

Consensus to maintain current provision

- *Sub-clause 36.1.2 – Employee Initiated Termination*

s47E(c) advised that there are other clause in the agreement that already outline this entitlement, they AFP are not sure why this has been included. AFP proposes that this is moved to Clause 34 – Resignation and Retirement.

The AFP to provide draft wording for the consideration of all bargaining representatives.

- *Clause 36.2 – Return of property*

CN Connelly noted that the AFP believes that this is a governance issue, we are not sure why this is in the agreement.

s47F indicated that there have been discussions about not accepting resignations due to issues with employees returning control items.

s47E(c) noted that he is not sure if the AFP could not accept a resignation.

s47E(c) advised that this is not a core term and condition and should be kept in policy not the agreement.

Consensus to remove clause from agreement.

- *Clause 36.3 – Review of decisions to terminate employment*

AFP indicated no change to this clause.

Consensus to maintain current provision.

Agenda Item 5 – Negotiation – Miscellaneous (Clauses 37 to 42) (Attachment D)

- *Clause 37 – Flexibility term*

AFP indicated no change to this clause.

Consensus to maintain current provision.

- *Clause 38 – Reduction in classification*

CN Connelly noted the AFPA claim to remove sub-clause 38.b. He advised that the AFP position is to maintain this provision in the agreement. He noted that this was previously discussed at the 7 January meeting. He advised that this has not been accessed extensively, and noted that it was more probable in the general agreement. He advised that this has been a helpful tool in considering an employee's employment suitability, in cases he has utilised this clause there was justification that faith had been lost in the employee's ability to supervise. This clause has been used successfully and the AFP wants it to remain.

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An Li asked if we would consider some wording about reduction in classification and rank. She asked if you could reduce classification and not rank.

CN Connelly responded noting that rank and band are linked. He further noted that the option for reduction is better than termination.

An Li advised that she would take it back to AFPA colleagues.

CN Connelly advised that this would remain an ongoing issue.

- *Clause 39 – Variation to agreement*
AFP indicated no change to this clause.

Consensus to maintain current provision.

- *Clause 40 – Consultation*

CN Connelly noted the AFPA claim for a consultative committee to be formed. He advised that the AFP position is to maintain current model clause. He noted that there was no dispute raised under current EL agreement and that the AFP wish to maintain the right to change policy as required.

An Li advised that this is not to circumvent the model clause, rather it is a tool to promote the clauses. She believed that this would make the process more effective and promote workplace harmony.

s47E(c) noted that the AFP and AFPA have a unique relationship but he advised that there are other unions and/or associations who represent AFP employees; they could also demand the same treatment in regard to this claim.

CN Connelly noted that the AFP are meeting all the requirements of the Fair Work Act. He advised that this issue would remain ongoing.

- *Clause 41 – Dispute Resolution*

CN Connelly noted the AFPA claim to include disputes arising in the course of employment. He advised that AFP wants to maintain the clause as it stands and does not agree to include disputes that arise outside of the agreement.

An Li indicated that this was included by the AFPA because of issues that have arisen in the past. The process is good which is why we want to extend the scope.

s47E(c) advised that broadening this clause allows for people to dispute anything under the agreement; the AFP would potentially end up in the Fair Work Commission for issues unrelated to the agreement. He advised that there are other mechanisms outside the agreement for employee to access such as as the Administrative Appeals Tribunal (AAT) and Human Rights Commission (HRC).

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An Li advised that they can put forward administrative decision to Ombudsman, if they are unable to deal with the issue it then need to go to the Federal Court. She noted examples of disputes under Part 4 of the AFP Act and issues relating to promotions etc.

CN Connelly advised that he is happy to keep this issue open and come back for further discussion. There are many review mechanisms that employees can access such as Public Interest Disclosure, Ombudsman, Fair Work Commission, HRC and other.

The AFPA were asked to provide examples.

- *Clause 42 – No extra claims*

CN Connelly advised that the AFP want to remove this section. He noted a decision made by the Federal Court of Australia. s47E(c) expanded on the Federal Court decisions advising that a claim was made by an employer in relation to their perceived inability to for any variation to be made to their enterprise agreement, no ability for further vote etc., due to the 'No Further Claims' clause. The Federal Court found that there was still ability and that the 'No Further claims' clause was not valid. Based on this decision the inclusion of this clause does not mean anything so the AFP are happy to remove it.

Consensus to remove clause from agreement.

Agenda Item 6 – Confirmation of next bargaining meeting

Next meeting scheduled for 5 February 2015. The agenda and other information to be forwarded to bargaining representatives

Agenda Item 7 – Other issues

CN Connelly advised that he would like to go around the table to see if there are thoughts or ideas about potential productivity and savings from bargaining representatives. He asked if the survey responses had assisted.

s47F noted that the survey have some themes such as span of control coming out. He noted that this is not just an agreement for three or four years but terms and conditions that will continue on into following agreements. He wants to put forward ideas to move forward in the future.

CN Connelly agreed, if you trade off entitlements it generally means you never get them back. He noted that it is clear people in this group don't want to trade off entitlements to get a minimal pay rise but ultimately these ideas need to be put to a vote.

s47F asked if there was ability to trade off three days of personal leave.

CN Connelly advised that this had been previously discussed and was on the table but he get a sense that there is not a lot of interest in it.

s47E(c) advised that there was a question around personal leave vesting – this may not count for any saving or productivity. He advised that the AFP will get costings from our external provider.

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s47F noted that there doesn't seem to be a lot of ability to gain a productivity increase. If we leave the agreement as is with no pay rise then other agencies will soon match our salaries. She asked why we need productivities for pay increases? s47F noted a Canberra Times article that indicated an increase for an ACT Government department that to her understanding was not compliant with the Government bargaining policy.

s47E(c) advised that ACT Government is not subject to the Commonwealth Government Bargaining Policy.

s47F advised that she doesn't see any ability to come up with huge productivity gains to give pay rises. She noted that she supports cash out of leave claims to increase super salary.

CN Connelly noted this but advised that it is not the intent of the AFP to not have their employees taking leave.

An Li noted that if the AFP could resolve current bullying issues and reduce Comcare claims there could be a substantial saving.

CN Connelly accepted that the AFP has Comcare claims; he noted that any organisation should be looking at removing practices such as bullying. However he was not sure how this could be measured to fund an agreement. He further advised that the AFPA could help the AFP by reminding their membership of supporting policies such as bullying. He further noted that he did not think that this was a significant problem in the EL cohort of employees.

Con Coutsolitis put forward the inclusion of a cost of living allowance instead of pay rise. The AFPA want the AFP to consider a COLA based on a specific location; if Tasmania was used, as it has no EL employees, all of the EL cohort would be eligible.

CN Connelly asked how the AFP would find savings for this. He also noted that the single most contentious issue raised under the general agreement is Deployment Assistance Allowance (DAA). He believes that this could be restricted under the Government policy and if it was possible how would the AFP fund it.

Con Coutsolitis advised that the AFPA would consider this further and come back with further information.

s47F noted that the survey was consistent around comments of span of control and that he had put forward some materials for costing by the AFP around specialists.

CN Connelly advised that the AFP will be considering this claim and span of control data further. The inclusion of a different level may address this problem.

s47F asked how this would be differentiated. It is currently not in the agreement.

s47E(c) advised that this is what the AFP is currently working on.

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CN Connelly asked if there should be consideration on a new entry level salary point for the new agreement. This would have no effect on the current EL cohort. This could create a new saving.

Con Coutsolitis believed that this inclusion could mean there is no incentive for people to apply for the EL level if they are going to earn less money.

s47F advised that in his materials he suggests a frozen entry point; however there are ongoing issues with this as it expands the salary band.

CN Connelly noted that there was more work to be done on this issue.

Agenda Item 8 – Close meeting

Meeting closed @ 13:10.

Action items

1. AFP to provide draft clause for inclusion of a third option in clause 35 – Workforce Adjustment.
2. AFP to provide draft wording for clause 35.4 – Retention period.
3. AFP to provide draft wording for clause 35.8 – Rate of payment.
4. AFP to provide draft wording for movement of clause 36.1.2 – Employee Initiated Termination to be included in clause 34 – Resignation and Retirement.
5. Costing/productivity analysis on reduction of three days personal leave.

Responsibility: AFP Bargaining team

Due date: As available

6. AFPA to provide examples of issues that sit outside the agreement that could be considered under the dispute resolution clause of the agreement.

Responsibility: AFPA

Due date: As available

Attachments

- Attachment A – Letter from the AFPA to NMHR re: Not bargaining in good faith
- Attachment B – Letter of response from NMHR to the AFPA re: Not bargaining in good faith
- Attachment C – Action Items log
- Attachment D – Resignation, Retirement and Termination of Employment & Miscellaneous table (EA clauses)

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AFP Executive Level Enterprise Agreement Bargaining Meeting – 5 February 2015

Attendees:

AFP

Chief Negotiator – Assistant Commissioner (AC) Shane Connelly

s47E(c)

s47E(c)

s47E(c)

s47E(c)

AFPA

An Li

Con Coutsolitis

Independent Bargaining Representatives

s47F

s47F

s47F

s47F

s47F

s47F

s47F

s47F

Apologies

s47F

Minutes

s47E(c)

Minutes:

Agenda Item 1 - Welcome

Meeting commenced @ 12.15

AC Connelly wanted to speak to all bargaining parties about language that has been used in sending out correspondence externally. He advised that all correspondence needs to be clear in indicating that while there may be an in-principle agreement to a concept at the bargaining table this agreement could change. He noted that this issue had arisen as a result of release by the AFPA of a table that outlined what had been discussed and agreed to in-principle, in relation

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to ELEA leave provisions. He advised that the AFPA and s47E(c) will be working on an agreed wording that is acceptable for distribution externally.

Agenda Item 2 – Endorsement of previous meeting minutes

The minutes from the 21 January 2015 bargaining meeting were endorsed by bargaining representatives. No variation required.

Agenda Item 3 – Explanation on costing model and presentation of data by s47E(c)
PowerPoint presentation (Attachment A)

s47F introduced herself and s47F as part of the s47E(c) team who have been engaged to undertake costings and modelling of the EL and general agreements s47F advised that the s47E(c) will be providing advice and data to the AFP bargaining team during the bargaining process.

Slide 1 comments -

s47F asked how productivity is defined. s47F advised that the definition is provided by the APSC in the Government bargaining policy in Part 3.1.3:

'Genuine productivity gains are demonstrable, permanent improvements in the efficiency, effectiveness and/or output of employees, based on reform of work practices or conditions, resulting in measurable savings. Arbitrary reductions in staffing are not considered genuine productivity gains.'

Slide 2 comments -

No comments.

Slide 3 comments -

s47F advised that the costings outlined in the next few slides are based on current EL remuneration with no future pay rises considered at this stage.

s47F asked about the allowances considered for the purposes of calculating the proportion of total cost at the bottom of this slide. He enquired about the airline membership and noted that the employee does not receive this allowance and would it be considered as an expense related allowance that cannot be considered under the Government policy.

s47E(c) advised that this allowance would be considered a cashable savings.

Slide 4 comments -

- Rec leave at half pay reduction

s47F advised that not a lot of employees currently access leave at half pay according to the current data.

s47F advised that he recalled that this amendment was more to align the conditions in the ELEA to those conditions in the EA, than to find savings.

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AC Connelly noted that while this is only a small saving, which is a positive, the amendment is more about the principle.

- Removal of Christmas stand-down

s47F advised that the figures for this calculation indicated may be a notional amount as people will most likely still take leave over this period.

s47F advised that s47G(1)(a) She also noted that if employees come in to work there may be costs such as light, security etc that will need to be considered as the APSC are looking at these things.

Slide 5 comments -

- Cash out and reduced accrual of recreation leave to count towards super

s47F advised that these costing are based on current leave data; he noted that very few employees currently access cash out or reduced accrual provisions. He advised that s47G(1)(a)

s47G(1)(a)

s47F advised that these assumptions should consider age demographics as it tends to be in the last 3 years where people tend to access this.

- Increase of leave from 5 to 6 weeks.

s47F asked if the bottom line percentage takes into account superannuation employer contributions.

s47F advised that super is included in base line data and that this figure includes all AFP costs.

Agenda Item 4 - AFP update on action items

- Superannuation if salary is reduced under workforce adjustment provisions

AC Connelly responded to the question raised in the last meeting about the reduction of salary for employee who are redeployed under workforce adjustment provisions. A question was raised around the impact on an employee super salary. The AFP can advise that while the employee's base salary would decrease an employee's super salary would remain the same and would be subject to AWOTE.

s47E(c) advised that this would mean their super salary would actually go up which could mean that the employee is better off based on the AWOTE calculation.

s47F advised that s47F raised this issue but her concern was that as your take home pay was less, your personal deductions would need to reduce. s47E(c) advised that this is discretionary as it is up to the employee how much they wish to contribute.

- Long Service Leave (LSL) pro rata access after 7 years' service

AC Connelly asked if the AFPA had developed their response to this issue as yet.

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An Li advised that a clause in the agreement can enhance a benefit that is provided for in the NES but not reduce it. She compared this situation with maternity leave provisions in the agreement and the minimum requirement under the Act. She advised that she has not written the formal advice as yet but would forward it as soon as possible.

AC Connelly advised that the AFP will keep this item open and wait on the formal written feedback from the AFPA. If the AFPA agree, this document will be distributed to all bargaining representatives.

- Action Item 3.2 & 3.3 of the action items log

s47E(c) advised that the AFP response and feedback from the APSC would be tabled at the next bargaining meeting.

- Consolidation of the EL & general agreements

AC Connelly advised bargainers that the AFP sought advice on the question of combining the two agreements; such action would require a vote by EL employees. This would potentially cause major issues with the current negotiations.

Con Coutsolitis advised that the AFPA would like to remove this part of their claim (claim 2.a) from their log of claims.

AC Connelly noted the removal of the claim from the AFPA to merge the EL and general agreements.

Agenda Item 5 – Discussion on draft clauses – Leave Provisions

- Clause 24 – Standard Recreation Leave

The AFP want to consider the inclusion of a requirement to take a minimum of 38 hours recreation leave in a continuous block each financial year.

s47F noted that this could be an issue if the leave is taken on weeks that have public holidays. AC Connelly advised that the AFP would work on a possible caveat to remove this potential issue (Action item 5.1).

Con Coutsolitis noted the AFPA claim for high activity areas of ACT Policing and Aviation to receive six weeks recreation leave. He noted that this was for all operational policing roles in these areas. He also indicated that areas that have high on-call requirements such as ICT should be considered. He requested figures from the AFP but advised that this could be further discussed out of session.

s47F noted the ACTP Alpha 7 requirements for EL employees in ACT Policing. She advised that due to a lack of safety net provisions the Alpha 7 may work a night shift and then be on duty the next day. There is nothing in the agreement that provides a safety net.

s47E(c) asked if the requirement to work the next day was due to the employees self-motivation or the expectation of management.

s47F noted that this differs with each individual and this needs further clarity.

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An Li noted that Section 87 of the Fair Work (FW) Act gives an extra weeks' leave to shift workers. She advised that the AFPA consider this group of employees as shift workers so the leave should be increased to six weeks.

s47E(c) noted that the employees who are part of the EL cohort do not work to a roster and are not considered to be shift workers.

AN Connelly noted that all employees in this agreement receive an additional weeks' leave above the NES standard already.

An Li asked that even though the AFP provide an extra weeks leave above what is required in the Fair Work Act she believes that those employees who are operational should get more leave in excess of this.

AC Connelly advised that if this was to be considered then the AFP would more than likely look at reducing the non-operational employees leave to four weeks per annum, rather than increasing leave provisions. He also indicated that this would potentially impact on mobility of the EL cohort.

s47F noted that there are roles that are not operational that work excessive hours.

Con Coutsolitis advised that there were many roles that have a very strenuous requirement for on-call. The AFPA log of claims outlines safety nets that they want implemented. Complaints from AFPA members indicate that they are not allowed to take time in lieu for these extra hours.

AC Connelly noted that the AFP will put forward a possible option at the next meeting (Action item 5.2).

- Clause 24.1 – Cash Out of Recreation Leave
Removal of 38hr blocks and a requirement to have taken a minimum period of leave before cash out can be approved.

AC Connelly noted that this would need to be discussed with pay team next week to assess any possible administrative burden.

Consensus for inclusion was reached from all parties.

- Clause 24.2 – Reduced Accrual of Recreation Leave
AFP is still seeking advice on the question of this being considered for super salary.
- Clause 24.3 – Purchasing Recreation Leave
No change.
- Clause 24.4 – Recreation Leave at Half Pay
AC Connelly noted that that AFP would like to consider the removal this clause.

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s47E(c) noted that employees can still do the same thing by taking one week of full pay recreation leave and one week of miscellaneous leave without pay.

s47F asked if the miscellaneous leave without pay would count for service. He noted that periods of miscellaneous leave without pay do not count as service as further outlined in the draft.

s47E(c) indicated that this clause could either be removed or the current wording varied to ensure only half of the leave period is considered to count for service.

AC Connelly indicated that the AFP would keep the provisions and look at amending the clause to ensure that only 50% of leave period is considered to count for service (Action item 5.3).

- Clause 25 – Maternity Leave
No change.

- Clause 26 – Adoption Leave
AC Connelly noted that the changes to this clause are to provide better clarity for employees.

An Li advised that the AFPA do not want to change the word 'will' to 'may'.

AC Connelly advised that APSC have requested the limited use of the word 'will'. He advised that the AFP is happy to keep this as 'will' for this clause.

- Clause 27 – Parental Leave
No change.

- Clause 28 – Personal Leave
- Clause 28.1 – Accrual
No change.

- Clause 28.2 - Approval
AC Connelly noted that the changes were updated as per the FW Act.

s47F asked about the inclusion of the words 'at any time' in regards to certification. This could mean that the supervisor could ask for certification 12 months after the event.

AC Connelly noted that it should be requested within a reasonable time frame.

s47F advised that she understands the intent but can see that the current language could cause problems.

s47E(c) advised that the AFP can present some other words. This was about making it clear that there can be a requirement to provide certification (Action item 5.4).

- Clause 28.3 – Medically unfit on long service leave
No change.

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- Clause 28.4 – Unpaid personal leave

No change.

- Clause 28.5 – Access to other leave when paid personal leave has been exhausted

No change.

- Clause 29 – Compassionate Leave

s47E(c) advised that this was updated to reflect the current wording in the Fair Work Act.

- Clause 30 – Defence Reserve Service Leave

An Li advised that the AFPA are not happy with this variation. She noted that under the Defence Reserve Service (Protection) Act 2001, all Defence Reserve service needs to count as service.

s47E(c) advised that the AFP are still counting defence leave as service with the exception of annual leave after a six month period. An Li advised that the AFPA don't object in principle but we need to make sure that it is in line with the Defence Protection Act.

s47E(c) noted that this change will have no impact on an employee's continuity of service.

s47E(c) advised that the AFP will seek legal advice on this issue (Action item 5.5).

- Clause 31 – Community Service and Jury Service leave

No change.

- Clause 32 – Miscellaneous Leave

AC Connelly noted the removal of the list from the agreement. He clarified that the removal does not restrict or stop the ability of the employee or the delegate.

s47F agreed that as long as it doesn't limit the delegate's ability to approve leave and there is guidance in policy he is happy for this list to be removed from the agreement.

An Li asked if the AFP will you put words in the agreement that refer this list to a policy.

AC Connelly advised that the Government bargaining framework does not encourage references or links to policy documents.

s47E(c) noted that this will be included in governance outside of the agreement.

Agenda Item 6 – Negotiation - Working Patterns (Clauses 9 to 11)

- Clause 9 – Hours of Duty

AC Connelly noted that the AFP's position is no change to this section.

AFPA claim (claim 3.a) is to reduce hours of work to 38hrs per week. Con Coutsolitis advised that AFPA members are complaining about the hours they are expected to work.

s47E(c) noted that if hours were reduced to 38 per week this would be a loss of productivity of 2hrs for each employee.

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An Li believed that the current arrangement was unfair. She asked why the two extra hours needed to be included.

s47E(c) advised that under the Fair Work Act, there is an ability to have reasonable additional hours included and that these 2hrs had been approved by the Fair Work Commission. As such the AFP are comfortable that this inclusion is fair and legal.

s47E(c) noted that a reduction of 2hrs per week would be a significant loss in productivity that would need to be found by an offset elsewhere. An Li indicated that a productivity gain would not be necessary that the wording of the agreement could just be changed.

AC Connelly noted that there have been no real findings of any productivity in these meetings. He further noted that there is no sense from an AFP perspective of this being an issue across the EL cohort. An Li advised that this is an issue raised by their members that they don't want to work 40hr weeks. She asked if the productivity could be found somewhere else.

AC Connelly noted claim 3.b from the AFPA. He asked if there were a lot of EL employees who work in excess of 12hrs in a 24hr period.

s47E(c) advised that the AFP will draft clauses around this claim and come back to the bargaining parties.

Con Coutsolitis noted that the AFPA want guidance on what managers need to do in these situations.

s47F noted that he agreed but this would incur a financial cost that would have to be found somewhere else. He also advised that this discussion covered his claim regarding accessing flex time; he noted that this was not about covering every minute of time worked but about fairness.

s47F advised that her claim goes along the same lines. She also noted that while she recognises that the vehicle allowance is rolled into salary, the people she represents use their vehicle a lot. The roll in of the allowance does not cover the additional insurance for non-private use and additional kms that are required in these roles s47F advised that this was not so much a claim but rather recognition of the impost on these people.

AC Connelly asked if there was a reasonable claim here if the employee does clock up a lot of kilometres. s47F acknowledged that they are not after additional remuneration but would like consideration to be given for use of fleet vehicles if local business travel is over and above typical use of what is considered reasonable.

AC Connelly noted s47F claim in relation to productivity and employees who work in excess of 40hrs per week. He believes that issue has been covered in addressing other bargaining party claims.

AC Connelly further noted that the increased technology is also an advantage for employees as this can save them time.

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- Clause 9.1 – Reasonable Hours

No change.

- Clause 10 – Unpaid Leave not to count as Service

AC Connelly noted the AFP proposal that no periods of unpaid leave count as service unless deemed by the Commissioner.

s47E(c) noted that this was just a consideration. It currently counts for a maximum of 30 days in a 12 month period.

s47F advised that he can't see a real cost saving when it is already set at a maximum of 30 days.

AC Connelly indicated that he does not believe there is a need to change the current provision. He advised that the AFP would research the data (Action item 5.6).

- Clause 11 – Casual Employment

s47E(c) noted that the APS award has recently increased loading to 25%; there is no obligation for this to be rolled out by the AFP but should possibly be considered for the agreement.

Agenda Item 7 – Other Issues

AC Connelly advised that the AFPA had forwarded a document in regards to their proposal of a Cost Of Living Allowance (COLA) for EL employees (Attachment B). Con Coutsolitis agreed to this being distributed to all bargaining parties (distributed on 6 February 2015).

AC Connelly noted the AFPA amended claim for the merging of the EL and general agreements however he wanted to address the other part of this claim (claim 2.a) which was to consider aligning the timing of these two agreements. He raised the question with bargaining parties as to how this could be done. He noted that he believed there were two ways this could occur:

1. Delay the EL agreement. Current conditions would stay the same but there would be no salary increases.
2. Have a four year EL agreement and a three year general agreement which would potentially align them in 2019. AC Connelly noted that this would only occur if both agreements received yes votes on initial consideration.

AC Connelly asked bargaining parties if they wanted to put the current bargaining on hold or move forward. He noted that alignment could find savings and productivities that could be put back onto the EL agreement.

s47F suggested that this decision should be held aside and consideration given to some of the other issues first.

AC Connelly agreed to hold aside the decision. He believed that the work on span of control may take some time and generate some savings over an extended period. We can wait and see how the current negotiations proceed and what potential savings we find.

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Con Coutsolitis noted that the AFPA members believe that there is nothing forthcoming in the current environment but they are willing to take the risk of a three year agreement with the belief that the environment will improve by this time.

AC Connelly further noted that if bargaining parties were to make a decision to delay EL negotiations then the AFP would be obliged to put this to vote. s47E(c) further advised that there is a real risk of an employee putting forward a complaint of a delay in negotiations if this was the preferred way forward.

s47F asked if the vote would be to continue the existing EL agreement. s47E(c) advised that if the vote would be for a new agreement and it is a duplicate of the current EL agreement then it would need to be for a minimum of three years.

s47F believes it is not in the best interest to align. She noted that the EL agreement sets the tone for the general agreement.

AC Connelly noted that the initial negotiations have been going well. He believes that there is a need to further investigate span of control claims. He advised that the AFP will wait for a response from the AFPA in regards to this part of their claim and if they wish to reconsider the proposal.

AC Connelly asked if there were any other issues to be raised.

Further AC Connelly noted the maturity of discussion but raised his concern that we are yet to find any significant savings. He asked the bargaining parties to forward any further suggestions around productivity gains or cost savings.

Agenda Item 8 – Confirmation of next bargaining meeting

Next meeting was confirmed for Monday 16 February 2015 (1300-1600)

Agenda Item 9 – Close Meeting

Meeting closed @ 14.27

Action Items

- 5.1 Clause 24 – rewording required around public holidays and minimum 38hr continuous block of leave requirement.
- 5.2 Draft options around possible safety net or a minimum rest period.
- 5.3 Clause 24.4 – inclusion of words to ensure that 50% of half pay leave period counts as service.
- 5.4 Clause 28 – draft clause around certification requirements for personal leave.
- 5.5 Clause 30 – AFP to provide advice on amendment for periods of Defence Reserve Service leave in excess of six months to cease counting for recreation leave accrual.
- 5.6 Clause 10 - AFP to obtain data on periods of unpaid leave under 30 days in length.

Attachments

Attachment A – AFP ELEA cost modelling process overview (EY Presentation)

Attachment B – AFPA COLA proposal – 5 Feb 2015

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- Agenda Item 4 – Action Items Log (5 Feb update)
- Agenda Item 5 – Leave Provisions (Draft)
- Agenda Item 6 – Working Pattern Clauses (5 Feb update)

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AFP Executive Level Enterprise Agreement Bargaining Meeting – 16 February 2015

Attendees:

AFP

Chief Negotiator – Assistant Commissioner (AC) Shane Connelly

s47E(c)

s47E(c)

s47E(c)

s47E(c)

AFPA

An Li

Con Coutsolitis

Independent Bargaining Representatives

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Apologies

No apologies

Minutes

s47E(c)

Minutes:

Agenda Item 1 – Welcome

Meeting commenced @ 13.05

Agenda Item 2 – Endorsement of previous meeting minutes

s47E(c) advised that s47F sent through a request for a change to the minutes on the second last page, paragraph four, first sentence which reads s47F

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s47F believes it is in the best interest to align'. This sentence should read s47F believes it is not in the best interest to align'.

s47E(c) confirmed that we will change this in the minutes for meeting 5 (5 Feb 2015).

Agenda Item 3 - Costing - 38 Hour Working Week

AC Connelly raised claim 3.a of the AFPA log of claims in costing for the 38 hour working week. Bargaining parties were provided with a document of this costing (Attachment B). AC Connelly noted that the analysis in the document clearly shows a reduction of productivity of 5% which represents a 2.5642 million dollar deficit based on current EL remuneration.

AC Connelly noted that given the significant cost of the claim, the AFPA reconsider the proposal as we are unable to find productivity gains or cost savings that could counteract a deficit of this amount, without significant reduction in the EL cohort.

AC Connelly advised that a span of control has been suggested to cope with this. AC Connelly further stated that this would cost 2.5 million dollars and 16.6 FTE. AC Connelly advised that the AFP have no desire to reduce numbers.

AC Connelly wanted to hear from Con Coutsolitis, An Li and the bargaining representatives in relation to this claim for any other alternatives of how this claim could work, given the significant cost.

AFPA comments on this claim:

Con Coutsolitis noted that they are happy to go back to the President and CEO of the AFPA to advise them of AC Connelly's response. Con confirmed that the AFPA will come back to AC Connelly next meeting, or the one following with their position.

AC Connelly suggested that we get a sense of what the other bargaining representatives views are on this claim.

An Li asked what the basis for this calculation is and whether it is inclusive of paid meal breaks or not. s47E(c) confirmed that this is a paid meal break but the time frame is not specified in the ELEA.

AC Connelly advised An Li if there are any issues with the costing that we can look into this. s47E(c) confirmed that the calculation is on the base-line costs and Attachment B clearly outlines what is included in the baseline costs.

s47F advised that she is not supportive of the reduction in hours, noting that if we reduce it to 38 hours, employees would still continue to be working the hours that they are currently s47F suggested that we utilise looking at other options rather than a reduction of working hours.

s47F advised that he is comfortable with the 38 hour week plus 2 reasonable extra hours totalling 40 hours. s47F suggested that we incorporate some of the

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protection suggestions spoken about in the last few meetings making sure people are not worn out or have the opportunity to stand down.

s47F

advised that he is neutral on this.

AC Connelly noted that we would need to find where the productivity is should we consider this proposal further.

Agenda Item 4 - AFP update – Action Items log

- Action Item 3.2 and 3.3 of the action items log - AFPA log of claims 10.a to 10.g

AC Connelly advised that the AFP has finalised a response to these action items. The AFP response (Attachment A – Response to AFPA Claims 10.a – 10.g) has been provided to all bargaining parties. AC Connelly asked Con Coutsolitis if he has any comments in relation to this response. Con confirmed that the AFPA will respond next meeting (Action Item 6.1).

- Action Item 3.5 – Updated draft of Clause 26 Adoption Leave

AC Connelly confirmed that the AFP has removed the word 'may' and replaced it with 'will'. Amendment is provided for in attachment Agenda item 6 – Leave Provisions (draft)

- Action Item 3.7 – Update of draft of Clause 32 Miscellaneous Leave

AC Connelly advised that this clause has been re-worded based on the comments from the previous meeting. Amendment is provided for in attachment Agenda item 6 – Leave Provisions (draft)

- Action Item 5.1 – Update of draft Clause 24.5 Standard Recreation Leave.

AC Connelly advised that we have varied the wording in this to ensure leave taken over the public holiday period will be considered for the minimum leave period. Amendment is provided for in attachment Agenda item 6 – Leave Provisions (draft)

- Action Item 5.3 – Update of draft Clause 24.4 Recreation Leave at Half Pay

AC Connelly advised that the AFP has varied the wording to reflect only half of the leave period will count for service. AC Connelly confirmed that the AFP is using the words Annual Leave rather than Recreation Leave. s47E(c) commented that this is a reflection of the Fair Work Act. Amendment is provided for in attachment Agenda item 6 – Leave Provisions (draft)

- Action Item 5.4 - Updated draft Clause 28 Personal Leave

AC Connelly advised that the AFP has varied the wording to better reflect the intent of the clause. Amendment is provided for in attachment Agenda item 6 – Leave Provisions (draft)

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- Action Item 5.5 – Clause 30 - Advice on amendment for periods of Defence Reserve Serviced Leave in excess of six months to cease counting for Recreation Leave Accrual

s47E(c) noted that in the last meeting, An Li was questioning that by having this leave not count for Annual Leave accrual in excess of 6 months, whether this was inconsistent with the *Defence Reserve Service (Protection) Act 2001*. s47E(c) noted that they have read the Act and draw reference to section 30(2) where it states:

"The entitlements in relation to the member's employment in respect of the period of the service must be no less beneficial than they would have been if the member had been absent on leave without pay from the employment during that period."

s47E(c) indicated that the proposed entitlement is more beneficial than the requirement of the Act. s47E(c) advised that it is not inconsistent with the Act, noting that the AFP can stop the accrual of annual leave at the 6 month period, like that current EA provisions.

AC Connelly asked whether this is something in the EA that we should consider. s47F commented that there is always a trade-off, and that it is a good thing for the AFP to consider removing or tightening the entitlement, noting that when looking at the AFP as a desirable workplace it is a slight negative for some people.

AC Connelly suggested that we could propose that EL employees taking Defence Service Leave do not accrue any leave whilst on defence leave and re-invest that into this group by way of productivity and cashable savings. AC Connelly noted that under the government policy it would be considered as a measurable savings.

AC Connelly asked the AFPA representatives if other departments give a 6 month accrual period for Recreation Leave while people are on Defence Service Leave leave. s47E(c) advised that it varies between agencies, some do more.

An Li confirmed that the AFPA are not necessarily opposed to this proposal, they just consider whether it complies with the Act.

s47E(c) confirmed that the AFP are confident that this proposal complies with the Act.

AC Connelly noted that if bargaining representatives or the AFPA want to get this costed as a savings to the zero base that we are happy to take that on board. No further comments were made. (Action item 6.2)

- Action Item 5.2 in relation to Working Patterns

AC Connelly advised that draft words have been distributed to all. This action item is to be discussed during Agenda Item 8.

- Action Item 4.2 draft wording for clause 35.4 – retention period.

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AC Connelly noted that the AFP has varied the wording of this from 'will' to 'may' at the request of the bargainers. To be discussed in Agenda Item 7.

- Action Item 4.4 in relation to wording for movement of Clause 36.1.2

To be discussed in Agenda Item 7.

- AC Connelly confirmed that we are covering 5.2, 4.2, 4.4 in Agenda Item 7 and Agenda Item 8.

Agenda Item 5 - AFPA Claim 12.c – Public Holidays Worked

s47E(c) noted that this is in the AFPA log of claims and that the AFPA requested that this item be placed in the agenda.

AC Connelly noted that the claim states the following:

'Public Holidays Clause 33, if an employee is required to work a public holiday prescribed by this agreement, the employee will be provided an extra day off as annual leave.'

AC Connelly invited Con Coutsolitis and An Li to provide discussion on this.

An Li advised that the AFPA is of the view that section 114 of the Fair Work Act is saying that the employee is entitled to be absent from employment on a public holiday. An Li commented that the final paragraph of clause 33 of the ELEA is not up to the minimum standard according to the Act. An further commented that section 114 of the Act provides that the employee is entitled to be absent from a public holiday. An Li further noted that if the employer made a reasonable request for the employee to work, that they should work the public holiday but the Act also gives the employee an option to refuse if the request is unreasonable.

An Li noted that the EA does not give that option and if an employee is required to work on a public holiday, they are not paid anything additional, nor will an employee be granted an extra day off.

The AFPA are of the view that if there is an expectation for a member to work a public holiday, that the AFP should provide further remuneration or an extra day off, or allow them the option to refuse if the refusal is reasonable.

s47E(c) referred to section 114(4)(d) of the Fair Work Act (Division 10 Public Holidays), this section refers to the level of remuneration being a consideration of if a requirement to work on a public holiday is considered to be reasonable. s47E(c) advised that this is an executive level agreement and executive level employees should not have access to additional remuneration or compensation in this regard.

s47E(c) advised that if an individual works a public holiday it is reasonable that they should receive another day off; noting that this is not for an agreement but rather for policy.

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An Li noted that where an EL member works a public holiday, this should be recognised through remuneration or guaranteed time in lieu, or the employee should be granted the option to refuse. An Li made reference to section 114(3) where it mentions where the request is not reasonable or the refusal not reasonable. An Li asked whether we should recognise this right in the EA.

AC Connelly advised that we need to identify this within the EL cohort, noting that this would apply more regularly to some groups in the cohort than others. AC Connelly noted that there are some ELs that don't take off public holidays (examples of ACT Policing, Aviation and Counter Terrorism provided). AC Connelly also referred to the remuneration package for ELs in the AFP as being different to ELs in the broader public sector; noting that the expectations of our ELs are different because we are an operational agency.

AC Connelly noted that our expectation of an executive level agreement is the ability to recognise those ELs that are working the public holidays by providing them with another day off. AC Connelly advised that the current ELEA does recognise the nature of our business being very different to other public service departments, noting that there are some other agencies in a similar situation (ASIO for example).

AC Connelly asked for other views on this from around the table.

s47F agreed with AC Connelly, noting her understanding for the AFPA's claim. s47F noted that she chose to become a Coordinator and knows the level of expectation placed on her being in that role. s47F noted that apart from a few areas, our EA represents the EL cohort well and the expectations of the senior executive.

s47F advised that he is comfortable with the existing arrangements, noting that from experience, you are able to take a day in lieu if you are required to work a public holiday. s47F inquired about 12c and whether the AFPA are trying to formalise the day in lieu arrangement.

An Li advised that the AFPA want to formalise or guarantee time in lieu to recognise an EL working a public holiday as a minimum standard, in order to comply with the law. An Li suggested adding words into the agreement around if the member refuses on reasonable grounds.

s47F commented that in the past years, she has been required to start work during a public holiday and normally she will take time off during a quiet period.

s47F agreed with s47F while also noting what the AFPA's view that there is no harm to formalise the arrangement.

AC Connelly noted the difficulties in formalising this given that we do not time record for ELs. AC Connelly noted the difference between the EA and ELEA Agreements in that it is expected that managers and coordinators will work together to come to an arrangement.

s47F raised the example in exceptional circumstances where someone is forced to work a public holiday and a situation becomes a dispute. AC Connelly noted that we can resolve these rare situations through policy.

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s47F noted that she is comfortable with the give and take arrangement.

s47F commented that he made a decision to become a Coordinator and has worked numerous public holidays, taking time off when he can.

s47F noted that he is happy with the current system and wording.

s47F noted that he does not see any issues with the provision. s47F further noted that if there is a reasonable basis to say no to working a public holiday that there may be an alternative means by which you are able to get the work done.

AC Connelly suggested that we look at some words in policy to meet the concerns of the AFPA. (Action Item 6.3)

Con Coutsolitis confirmed that there is a problem in the workplace as people do not feel comfortable to ask for a day off. Con suggested having a policy or provision to say that if an employee works on a public holiday he/she will be entitled to take a day off at a later date.

AC Connelly raised the issue of self-management and problems arising from people not taking their leave. AC Connelly advised that we will leave the claim as it is and consider whether the claim needs to remain ongoing.

Agenda Item 6 - Discussion on Draft Clauses – Leave Provisions (clauses 24 to 33)

All attendees received a copy of the document to be discussed Agenda Item 6 - Leave Provisions (draft).

- Clause 24 - Standard Annual Leave

AC Connelly addressed Clause 24 '*Any periods of annual leave count as service for all purposes*' and raised the question of whether this conflicts with half pay.

s47E(c) advised that we need to look at hour this may impact on the half pay leave where the second half does not count as service for all purposes. s47E(c) noted that we may need to add something into section 24 in relation to this.

- Clause 24.1 - Cash out of Annual Leave

AC Connelly noted that we are removing the 'in 38 hour blocks' section of the clause and asked for an update from Pay Team.

s47E(c) confirmed that the Pay Team is not restricted by removing the 38 hour block, however from a system perspective; they would prefer a minimum of one month's accrual (15 hours). s47E(c) indicated that we are reducing it down to the one month accrual (15 hours minimum).

AC Connelly referred to the second paragraph of clause 24.1 where it reads '*and have taken a minimum of 38 hours annual leave in 12 months immediately preceding the*

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request for cash out. AC Connelly noted that this was a suggestion to make sure employees take some leave in the year (one week).

AC Connelly referred to paragraph 3 of clause 24.1 and noted that we have covered this with the 38 hours.

- Clause 24.4 – Annual Leave at Half Pay

AC Connelly noted the replacement of the word 'entire' with the word 'first' in the final paragraph. AC Connelly confirmed that *'The second period of approved annual leave at half pay will count for continuity of service only'*.

- Clause 26 - Adoption Leave

AC Connelly noted the changes to the wording of the first paragraph of clause 26.

- Clause 28.2 – Personal Leave – Approval

AC Connelly noted that the words of this clause were updated in accordance with Fair Work Act.

s47E(c) noted that the last paragraph of clause 28.2 sees the change in the wording 'at any time' to 'upon request' for personal leave certification and that it has been included that it can only be made for current and/or prospective personal leave applications as raised by the bargaining representatives.

- Clause 29 – Compassionate Leave

AC Connelly noted the changes to wording in clause 29(a), these changes are in line with the Fair Work Act.

- Clause 30 – Defence Reserve Service Leave

AC Connelly noted the adjustment to the final paragraph of clause 30; this change is still being considered by bargaining parties.

s47F suggested capping the accrual of hours for employees on Defence Leave to 38 hours.

AC Connelly noted that it would be a productivity saving but also more aligned with what the Commonwealth Guidelines are providing.

s47E(c) suggested that we could consider the paid portion that we pay the defence leave for, so that the 20 days paid could be where an employee can accrue leave - anything in addition to that would not accrue leave.

An Li noted that the AFPA do not necessarily object to this, as long as the AFP comply with the Act. An Li noted that under the Act, the AFP does not have to pay for defence leave, provided that there is continuation of service.

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s47E(c) confirmed that is not an issue as we do consider defence leave for continuation of service with the AFP.

AC Connelly advised that we should do some costings on this.

s47E(c) advised that we will cost the three options of the 38 hours accrual only (1 week) that Simon Penny raised accrual for the paid portion only (20 days) and all at Leave Without Pay no pay.

- Clause 32 – Miscellaneous Leave

AC Connelly noted that the section referring to the grounds for considering requests for Miscellaneous Leave with pay have been removed; they will be moved to policy as previously discussed.

- Clause 33 – Public Holidays/Christmas Stand Down

AC Connelly noted that this is still in consideration and would count for approx. a 1% productivity increase.

Agenda Item 7 – Discussion on draft clauses – Workforce Adjustment & Miscellaneous (clauses 34 to 42)

- Clause 34 – Resignation and Retirement

s47E(c) confirmed that the second paragraph of this clause was moved from clause 36.1.2, shorted and inserted into clause 34 as per Action item 4.4.

- Clause 35 – Workforce Adjustment

AC Connelly noted that the inclusion of 35.c in clause 35 was at the request of the AFPA.

- Clause 35.2 – Redeployment

AC Connelly referred to clause 35.2 in relation to redeployment and noted that the 3 month period in the clause is yet to be debated. AC Connelly noted in the current EA the timeframe is 12 months.

- Clause 35.3 – Voluntary Redundancy

Some bargaining parties raised concerns that that an employee could be redeployed and reduced in classification without any choice.

s47E(c) advised that clause 35.3 refers to where the Commissioner declares the employee excess, the first step is that a voluntary redundancy offer is made. If the employee declines the offer, they then move into the retention period in which we then explore redeployment.

An Li raised involuntary redundancies for discussion.

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AC Connelly noted that there is no appetite for involuntary redundancies in the AFP and advised that our preference is voluntary redundancy, retention and redeployment rather than involuntary redundancy.

s47E(c) noted that one of the requirements in the Government Policy is for agencies that do not have an involuntary redundancy provision in the agreement is to put one in. s47E(c) advised that we already have this provision in our agreement.

An Li noted the AFPA is concerned with a 3 month time period in clause 35.2.

s47E(c) noted that the difference with the EA is if an employee is reduced in classification, they are not receiving any additional benefits because their leave and ability to access overtime, on-call is the same; whereas under the ELEA, the employees are accessing the salary entitlement of the ELEA and also have access to EA allowance.

s47E(c) provided the example of where a former EL employee would maintain their salary for a 12 month period, and also receives an additional 2 weeks leave and access to other terms and conditions, such as composite allowances, that the other substantive EL employees would not have access to.

An Li advised that the AFPA have to consult with their members over the timeframe. An Li suggested that we put in a grandfather provision. An Li advised that they have an enquiry from a member who will be deployed to the lower level and are concerned about this.

s47E(c) confirmed that any change would not affect an EL employee under the current agreement, once they move to the EA those provisions would then apply.

AC Connelly suggested a 6 month timeframe between the lowest point of 3 months and the 12 month period. AC Connelly noted that 6 months provides a lot of time to recalibrate, taking into account that the employee may potentially be receiving a composite during this time.

s47F asked which EA is in effect from the date of an employee's re-classification when the employee is re-classified to a level below the ELEA. s47E(c) confirmed that the EA would take effect.

s47E(c) advised that the employees come under all terms and conditions of the receiving EA; however their salary remains the same for the period of time (3 months, 6 months or 12 months).

s47F noted that he believed the contract would be null and void when they no longer come under its terms and conditions. s47F suggested that one option may be to have an equivalent clause in the receiving EA to address this. s47E(c) noted this point to take away. (Action item 6.4)

It was suggested that we include a limit on the number of levels that an employee can be reduced by due to concerns that you could go from an EL level to a Band 2. s47E(c) s47E(c) noted that it is not the intent for this to occur; this would add another restriction to the EA.

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AC Connelly noted that the Fair Work Commission would not allow the AFP to reduce an EL employee's classification to an unreasonable level. It is about deploying to the next most suitable level.

AC Connelly noted that there is currently no agreement on the timeframe (3 months or 6 months) and requested that all parties turn their minds to this. AC Connelly commented that we need to arrive at a reasonable timeframe, noting that the AFP believe 12 months is an excessive timeframe.

It was noted that the order of the clauses in section 35 did not flow well.

AC Connelly advised that we will change the order of the provisions in clause 35 to reflect voluntary redundancy as the first option.

- Clause 35.4 - Retention Period

AC Connelly noted the changes to the wording and also the addition of the final paragraph in relation to an employee's final day of work once notified that they are involuntarily redundant. Bargaining parties had previously agreed on these changes.

- Clause 35.8 – Rate of Payment

s47E(c) noted that Industrial Relations are close to finalising the words of this provision and will provide to bargaining parties once finalised.

- Clause 36.1.2 – Employee-Initiated Termination

s47E(c) confirmed that this clause has been moved to clause 36.1.1 and return of property has been taken out as this is dealt with in policy.

- Clause 42 - No extra claims

AC Connelly noted that this clause has been removed from the agreement. As agreed previously by bargaining parties.

Agenda Item 8 - Discussion on draft clauses Working Patterns (clauses 9 to 11)

- Clause 9 - Hours of Duty

AC Connelly noted that the last part of the second paragraph has been removed, as the wording is more aspirational and does not provide any entitlement it would be better placed in policy.

s47E(c) noted that this is in line with the Governments Policy.

AC Connelly noted that paragraph 4 has been included. s47E(c) noted that this is the discussion in relation to when employees are expected back at work if they are on

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call (as raised by s47F and s47F in a previous meeting) s47E(c) noted that this is an initial draft and welcomed comments on the proposed wording.

s47F commented that use of the word 'should' is most likely unenforceable. s47F noted that if this will be in the ELEA the wording should be 'will' or 'shall'.

s47F noted that it was agreed that we were going to go down the policy track but that it was agreed that it would be part of the EA.

s47E(c) commented that there was a discussion in the previous meeting to place something around the minimum rest period; this is where this inclusion has come from.

AC Connelly agreed that this should be placed in policy rather than in the agreement.

s47F commented that this was more of a management issue.

s47E(c) advised that if we include words around this type of ad hoc flexible arrangement in the policy, there will be a dispute resolution process that the employee can follow if issues arise.

s47F noted that managers also need to be flexible in considering requests for flexible hours; not only employees.

AC Connelly agreed that this was a fair point raised. AC Connelly advised that we will look at clause 9 and remove suggested draft words. Words will be placed into the EL policy. AC Connelly noted that we need to enhance the wording to show that this is a responsibility of all parties under the ELEA rather than one party – employee and employer. (Action item 6.5)

- Clause 9.1 - Reasonable Hours

s47E(c) noted that the APSC have questioned whether we need this clause because it is in the Fair Work Act and as such is legislated.

An Li noted that this clause is redundant as it is already covered in clause 9.

AC Connelly agreed that this section is redundant as our responsibilities arise from the Fair Work Act. AC Connelly advised that we will remove clause 9.1.

- Clause 11 - Casual Employment

AC Connelly noted that the APS Award has updated the loading amount to 25%.

s47E(c) noted that we do not have any casuals at the EL level at the moment and while there is no obligation to do so, we can consider raising the loading to 25% in line with the new APS Modern Award.

Agreed to keep casual loading at 20%.

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Agenda Item 9 - Other Issues

AC Connelly asked the table if there are any new bargaining claims at the moment.

No comments were made.

AC Connelly thanked the AFPA for their agreement over the wording 'concepts in-principle' for any future external correspondence.

AC Connelly asked if there are any other issues around the table. He noted that we need to start looking at various models of costing if the AFP are to proceed with the inclusion of a new level in terms of spans of control, costings, measurable savings and productivity. AC Connelly advised that there is not yet any commitment by the Commissioner to a new level but is something he is willing to consider.

AC Connelly advised that we start doing some costing, modelling and hypotheticals as to what it might mean for a possible wage rise. He asked if anyone had any new ideas for productivity savings, noting that we are continuing to explore the ideas that people have come forward with.

s47F asked in terms of the span of control and potential new EL1 cohort, would that mean that we take 250 ELs (roughly) and role scope their roles and argue that 30 of these are at the lower level for example?

AC Connelly advised that this is not known at this stage.

AC Connelly referred to an example of Adelaide Airport. AC Connelly referred to IDG where there are a lot of people deployed with very limited span of control in a capacity building sense largely because in some of the countries in which we are building capacity you need officer level employees.

AC Connelly noted that we could reconsider the Band 8 employees that should be at a higher band level and Band 9 employees that could be at a slightly lower level and bring this group together into the new EL1 cohort.

AC Connelly advised that this would mean going out to all of the Managers and National Managers and then it may be a role sizing process. He advised that this would take the entire duration of the EA to complete this process, resulting in a new group of EL1s and less EL2s (the current EL cohort).

s47F noted that he looked at the role evaluation tool that the APSC has and that span of control is one of nine factors in this tool, he believes the AFP would need to look at all factors in this process.

AC Connelly agreed with s47F on this point.

AC Connelly noted that there is very little room for productivity savings in the ELEA as it stands.

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s47F noted his concerns in creating another level which if not correctly implemented, may perpetuate more problems. s47F advised that the Band 8 is a problem outside of the Aviation and ACT Policing context where it works well. He believes it does not work as well in the national sphere as there can be difficulties in placing some of this cohort.

s47F raised discussions from the first meeting about the span of control and Band 8's (particularly the inspector rank) and asked if we could bring the Band 8s along as an additional executive level.

AC Connelly advised that it is a multifaceted issue and that it needs to be an opt in process by way of the Band 8s opting out of the EA and into the ELEA via a merit selection process.

AC Connelly raised the issue of specialist employees and how to appropriately remunerate them if re-classifying their substantive band level.

s47E(c) advised that the specialist issue is a separate issue in that you recognise work value in terms of the actual work and managing of responsibilities.

s47F raised concerns around some Band 8 employees who, at this level, do not manage people. He noted that these employees are aware that there is a gap when they transfer out to another department, and as such, the structure may disadvantage them. He believes that it is not a remuneration problem, rather a problem with the work level standards that the employees are trying to meet.

AC Connelly advised that this proposal creates a level that is currently missing for the AFP, noting that it applies to a small part of the workforce.

AC Connelly noted that he would like to continue discussing these issues at the end of each bargaining meeting.

Agenda Item 10 - Confirmation of next bargaining meeting – scheduled for 4 March (09:30-13:00)

Next meeting was confirmed for 4 March (0930 – 1300)

Agenda Item 11 – Close Meeting

Meeting closed at 15.04

Action Items

- 6.1 AFPA to respond to AFP response on claims 10.a – 10.g of their log of claims.
- 6.2 Costing of a reduction in accrual of leave entitlements for employees on approved defence leave.
- 6.3 Inclusion of words in policy around ability to take time off in lieu for a public holiday worked – in response to AFPA claim 12.c.
- 6.4 Advice on timeframe for salary maintenance for reduction in classification under clause 35.2. What legal ability does the AFP have in setting a timeframe under the ELEA when the employee is redeployed to the general EA.

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- 6.5 Wording in policy around the employee and employer responsibility in regards to managing excess hours.

Attachments

Attachment A – Response to AFPA Claims 10.a – 10.g

Attachment B – Costing of 38hr working week

Action Item 4 – Action Items Log (16 Feb 2015)

Agenda Item 6 – Leave Provisions (draft)

Agenda Item 7 – Resignation, Retirement and Termination of Employment & Miscellaneous (draft)

Agenda Item 8 – Working Patterns (draft)

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AFP Executive Level Enterprise Agreement Bargaining Meeting – 4 March 2015

Attendees:

AFP

Chief Negotiator – Assistant Commissioner (AC) Shane Connelly

s47E(c)

s47E(c)

s47E(c)

s47E(c)

AFPA

An Li

Con Coutsolitis

Independent Bargaining Representatives

s47F

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s47F

Minutes

s47E(c)

Minutes:

Agenda Item 1 – Welcome

AC Connelly advised that on 11 March he will be running another forum for ELs, this will include live streaming and real time questions from ELs located around the country. This will provide an update/progress report on the negotiation process.

AC Connelly noted the importance of the organisation survey that has been disseminated. AC Connelly advised that it is very important that all of the EL's respond to the survey from a leadership point of view, noting that the survey will assist us in the ELEA and EA bargaining processes.

Agenda Item 2 – Endorsement of previous meeting minutes

AC Connelly noted that s47F ent through a request for amendment on page 10 of the minutes:

s47F noted that 'he believed' the contract would be null and void when they no longer come under its terms and conditions. s47F suggested that 'one option may be to' have an equivalent clause in the receiving EA to address this. s47E(c) noted this point to take away.

The AFP will amend the minutes to reflect the above changes.

No further amendments to minutes.

Minutes were endorsed.

Agenda Item 3 - AFP Update - Action Items Log

AC Connelly advised that the Action Items log has been updated with several items marked as finalised. He advised that if there were any concerns regarding the finalisation of any of these items for bargainers to please advise the bargaining team.

AC Connelly advised that we will review the action items that are still 'pending' or at the 'ready for dissemination' stage.

- Action Item 2.2 – Provide response to items within log of claims (where possible)

AC Connelly advised that one of these claims was in relation to AFPA's position on a 38 hour week. AC Connelly further advised that we costed that and Con Coutsolitis was going to go back to AFPA for further information.

Con Coutsolitis advised that they put out another survey as a result of the last meeting and the result of that survey was that employees do not mind either way. On that basis, Con noted that the AFPA withdraw this claim (AFPA claim 3.a).

AC Connelly noted that the AFP will keep the clause in relation to working hours per week as it currently stands.

- Action Item 3.4 – Reduced accrual of annual leave to count towards super salary

AC Connelly noted that this claim from s47F log of claims is ready for dissemination with information having been provided by Comsuper.

AC Connelly confirmed that advice from Comsuper indicates that unless expressly defined within an agreement, that an allowance is considered or is not considered for super salary, the employer will need to administer salary in accordance with the salary regulations for CSS, PSS and the PSSap. Under the regulations there is no requirement for reduced accrual of annual leave to be considered for super salary.

s47E(c) noted that this must be in the agreement in order for a reduced accrual of annual leave to count towards super salary.

s47E(c) and s47E(c) confirmed that the AFP has conducted some analysis on this claim. This analysis will be presented at the next meeting.

- Action Item 4.3 – AFP to provide draft wording for clause 35.8 – Rate of payment

s47E(c) advised that the AFP is waiting on final calculations from Pay Team based on formulas and then the AFP will draft some words around this clause.

- Action Item 4.5 – Costing/productivity analysis on reduction of three days personal leave

s47E(c) confirmed that the AFP has received interim advice from s47G(1)(b) this week but that the AFP is still preparing this advice and it is not yet ready to be distributed.

s47E(c) noted that he believes that

s47G(1)(a)

s47G(1)(a)

s47E(c) confirmed that this claim was raised by s47F in relation to reducing the accrual of personal leave from 18 days to 15 days per year.

s47E(c) advised that the advice that the AFP is receiving is that any productivity will be difficult to assess and that there are a lot of factors that the AFP would have to consider.

s47E(c) noted that some of the indicative figure that the AFP has received show that if an EL actually used their 18 days per year every year, that reducing the accrual of personal leave to 15 days per year may not produce a productivity s47E(c) further noted that on average the EL's have a very high personal leave balance, so the productivity is negligible.

s47E(c) noted that it is legislatively compliant to reduce the accrual of personal leave because the minimum accrual under the NES is 10 days per year, however the productivity and cost saving is not there because EL's are not using their 18 days personal leave per year.

AC Connelly advised that the AFP will do the costing for this claim, noting that it will most likely not create any efficiency.

This analysis will be provided at the next meeting.

- Action Item 4.6 – AFPA to provide examples of issues that sit outside the agreement that could be considered under the dispute resolution clause of the agreement

An Li advised that the AFPA withdraw this claim.

- Action Item 5.1 - Clause 24 – rewording required around public holidays and minimum 38hr continuous block of leave requirement

AC Connelly advised that this action item will be covered in Agenda Item 9.

- Action Item 6.1 - AFPA to respond to AFP response on claims 10.a – 10.g of their log of claims

An Li confirmed that the AFPA are still considering this claim.

Con Coutsolitis advised AC Connelly that the AFPA will have a response by the next meeting.

- Action Item 6.2 – Costing of a reduction in accrual of leave entitlements for employees on approved defence leave.

AC Connelly referred bargaining representatives to Attachment A (Defence Reserve Service Leave) and noted that the costing indicates a saving of \$1000 (0.003% saving) if conducted on the basis of 196 hours.

s47E(c) advised that first table shown in Attachment A is based on total defence reserve service leave taken and the second table shown is based on anything in excess of one week (38 hrs) which reduces the cost saving slightly to 0.002%.

AC Connelly advised that given the quantum of this, the AFP suggests a consistent approach between the EA and ELEA in keeping with 6 months accrual.

s47E(c) noted the EA provision is comparable with other agencies; no agencies have a lesser entitlement than this.

s47F asked whether this model would save money in the general EA. AC Connelly confirmed that currently, the accrual of annual leave is 6 months in the EA.

s47E(c) added that this model would save money in the EA as there is a greater uptake of defence leave under that agreement.

s47F noted that there should be whole of government policy in relation to this.

AC Connelly advised that the AFP will pursue this with the APSC, however from a bargaining point of view; there is no point to pursue at this stage.

The AFP will update bargaining parties once further advice has been received (Action item 7.2).

- Action Item 6.3 Inclusion of words in policy around ability to take time off in lieu for a public holiday worked – in response to AFPA claim 12.c.

AC Connelly confirmed that the AFP is still working on words around this issue.

- Action Item 6.4 - Advice on timeframe for salary maintenance for reduction in classification under clause 35.2. What legal ability does the AFP have in setting a timeframe under the ELEA when the employee is redeployed to the general EA.

s47E(c) advised that the AFP have had a discussion with Legal in relation to this issue. s47E(c) noted that the AFP will need to draft something that will go in a transitional section in the EA. Legal has indicated that the current words in the ELEA are sufficient in the interim to maintain that head of power.

s47E(c) further advised that the AFP will need to add a transitional clause; simply mirroring exactly what is in the ELEA in the EA. s47E(c) noted that this will ensure broader protection.

s47F noted that as long as the employees are not disadvantaged, further noting that the risk is on the AFP at the moment.

s47E(c) noted the second discussion point is around the timeframe for the maintenance of salary that is yet to be bedded down (3 months, 6 months, 28 days).

- Action Item 6.5 - Wording in policy around the employee and employer responsibility in regards to managing excess hours.

AC Connelly advised that this is currently in development.

Agenda Item 4 - AFP response to the AFPA COLA proposal

AC Connelly noted that as previously mentioned, the AFP has responded to the COLA issue. AC Connelly directed the AFPA to his letter of response (Agenda Item 4 Attachment) and asked AFPA if they had any further comments at this stage.

Con Coutsolitis advised that there are no further comments from the AFPA at this stage, however that the AFPA will let others look at it and send back a formal response to the AFP and discuss at the next meeting

Agenda Item 5 - AFP response to AFPA Claim 5 – Access to LSL from 7 years

AC Connelly noted that that the AFP liked this idea, however legal advice indicates that the AFP cannot grant employee's access to LSL from 7 years of service.

An Li noted that the AFPA disagree with the AFP's position in relation to this claim; further noting that this is not a matter of inconsistency, it is a matter of one favour over the other. An Li advised that the AFPA will provide a response in writing in 2 weeks (Action Item 7.1).

An Li noted that she believes the interpretation and application of this section of the FWA is self-serving and arbitrary.

AC Connelly noted that the ELEA states that the provision of LSL after 10 years remains, unless the Commonwealth Act changes in the period of the ELEA.

s47E(c) confirmed that there is only reference to the Commonwealth Long Service Leave legislation in the ELEA because we have to adhere to this.

An Li noted that she does not wish to change the legislation, rather to challenge the interpretation of section 40 of the FWA

Agenda Item 6 - Discussion – General Arrangements table (4 March) – Clauses 1 to 8

AC Connelly referred all-bargainers to the Agenda Item 6 Attachment (General Arrangements Table) for discussion.

- **Clause 1 – Background**

AC Connelly noted that the AFP is not seeking any variation to the current wording.

Supported in principle by bargaining representatives.

- **Clause 2 – Title**

AC Connelly advised that a title needs to be decided upon.

In principle support was given to the title of '*Australian Federal Police Executive Level Enterprise Agreement 2015*'. If voted in this year.

s47F noted one minor point of consistency relating to section 2 regarding Title, where it states that the agreement will be called the AFP Executive Level Employees Enterprise Agreement, however the word 'Employees' has been dropped throughout the rest of the agreement; including the headers of each page.

AC Connelly noted that the wording in the agreement has to be consistent for the new ELEA.

s47F noted that this is an agreement between the AFP and the employees, and on this basis queried why 'Employees' are not mentioned. s47F further noted that the wording needs to be consistent throughout the agreement.

AC Connelly noted that the AFP is happy to leave the word 'Employee' in the agreement, noting that the document has to be consistent throughout.

AC Connelly advised that his preference would be to leave the mention of 'Employees' in clause 3 in relation to Parties as this clause clearly indicates that the agreement is between the AFP Commissioner and the Employees, and to make the title AFP Executive Level Enterprise Agreement (date included).

Supported in principle by bargaining representatives.

- **Clause 3 – Parties**

AC Connelly advised that the AFP is not seeking any variation to the current provision. He noted bargaining representative's claims on this issue.

An Li noted that AFPA claim 1.a where it talks about scope, this means that the AFPA are claiming to be a party to the agreement. An advised that under section 183 of the FW Act, the AFPA are entitled to make this claim.

s47E(c) advised that when the agreement is approved, the AFPA can apply through Fair Work to become a party to the agreement and that this is up to the AFPA to do so, not for the AFP to include in the agreement.

An Li noted her understanding that the AFPA can be included as a party through the drafting of the agreement. An further noted that if the AFP refuse to include the AFPA as a party to the agreement, the AFPA can apply through Fair Work.

s47E(c) noted his concerns about other unions (such as the CPSU) who are a representative authority but are not present in bargaining. An Li noted that if other authorities want to apply through the Fair Work to be included as a party in a workplace agreement, they are able to do this.

An Li further noted issues of the past where the AFPA have had members that have wanted to be represented as a collective, however the AFPA do not have that capacity as they are not a party to the agreement.

AC Connelly noted that the agreement is a contract between the Employee and the Employer, and that some employees choose to have the AFPA as an industry association to represent their needs. AC Connelly advised that the AFPA is the employees bargaining representative; however they are not a party to the agreement.

s47E(c) noted that it is difficult to see the benefit of the AFPA being a party to the agreement.

AC Connelly noted if there is a benefit to the AFP for the AFPA to be a party to the agreement, that it should be raised in bargaining.

An Li advised that if the AFPA is a party to the agreement, the AFPA can apply to the Fair Work Commission to resolve an issue, rather than the member having to raise a claim.

Con Coutsolitis noted that instead of the member having to take the claim to Fair Work, they could essentially remain anonymous and the AFPA can take the claim to Fair Work.

s47E(c) queried how an employee could remain anonymous if the AFP as an organisation would have to research a particular claim.

AC Connelly noted that the position of the AFP is that the provisions are there to raise a dispute through the FWA and the AFP regularly assists employees through that process. AC Connelly further noted that the basis of an employment contract has always been between the Employer and the Employee.

AC Connelly asked for thoughts around the table on this claim?

s47F noted that when an employee has an issue to raise with their employer it is their right to do so, however where the AFPA in principle wants to challenge something without the employee raising a claim, there may be issue where the employee actually agrees with the current conditions.

An Li indication that the AFPA intends to file with Fair Work in relation to this.

AC Connelly asked whether there are other enterprise agreements where the CPSU is a party. An Li noted that the AFP or AFPA have not conducted research to show whether there are any Commonwealth enterprise agreements that exclude/ nclude the union as a party to their agreement.

AC Connelly noted that he recognised that this claim is something that the AFPA would like to pursue, leaving this claim open. AC Connelly asked other bargainers to consider this claim and we will revisit it at a later date.

- **Clause 4 – Dates of Operation**

AC Connelly discussed dates of operation for the agreement, noting that the agreement comes into operation on the date of approval by the Fair Work Commission. AC Connelly noted that the current provision states that the agreement will nominally expire 4 years after the FWC approval date. AC Connelly noted that there is discussion over the length of the agreement being 3 or 4 years.

The AFPA in claim 2.a is for a 4 year agreement. AC Connelly advised that s47F and s47F have noted that they would like for the duration of the agreement to be for 3 years.

The AFPA confirmed that there is no particular reason for a 4 year agreement; Con Coutsolitis confirmed that the AFPA are comfortable with a 3 year agreement.

AC Connelly advised that he has not spoken to the Executive on a final position on this, but is happy to take a 3 year proposition to them.

AC Connelly asked whether any of the bargainers strongly recommend a 4 year agreement.

s47F noted that his view would be to leave the duration of the agreement flexible, to understand what productivity gains may be gained over 3 or 4 years of the agreement.

AC Connelly advised that this issue will remain open for the time being.

- **Clause 5 – Application of the Agreement**

AC Connelly advised that the AFP is seeking no change to this clause.

Supported in principle by bargaining representatives.

- **Clause 6 – Comprehensive Agreement**

AC Connelly advised that the AFP is seeking no change to this clause, however noted that the AFP will review the legislation to ensure that it is current.

Supported in principle by bargaining representatives.

- **Clause 7 – Delegation**

AC Connelly advised that the AFP is seeking no change to this clause. Clauses will be considered once document is finalised.

Supported in principle by bargaining representatives.

- **Clause 8 – Definitions**

AC Connelly advised that the AFP is seeking no change to this clause, noting that we will review and update this clause as required.

Supported in principle by bargaining representatives

Agenda Item 7 - Discussion - Remuneration package and related benefits table (4 March) - Clauses 12 to 23

AC Connelly referred all bargainers to Agenda Item 7 Attachment (Remuneration Package and Related Benefits table)

- **Clause 12 – Salary**

AC Connelly noted that this clause is outlined in Attachment A of the Agreement and that the AFP comments are that the salary remuneration quantum is not yet assessable.

AC Connelly noted the various parties claims listed in the attached table.

Con Coutsolitis commented on claim 6.a (2) noting that the AFPA need to wait until the Commissioner/AFP finishes their review as to where the AFP want to be in the future before this part of the claim can be discussed.

An Li advised that the AFPA have a detailed proposal that they can present at the appropriate time.

AC Connelly advised that the AFP have debated thoroughly whether there is a possibility of another Executive Level, noting that the AFP were going to do costing and research around this.

s47E(c) confirmed that the AFP have now developed the term Executive Level 1 (or Inspector) and are looking for in-principle approval to move ahead with this term. s47E(c) advised that we then need to determine where, in relevant terms to the current Band 8s and Band 9s, that this level would sit and how you move people into and out of that band.

s47E(c) advised that the AFP is putting thought into broad banding, noting that this is very expensive and may warrant further discussion. s47E(c) noted that the AFP's

view is that there will be a merit selection process to move into any EL1 role and a merit selection process to move from and EL1 role to a current EL2 role.

s47E(c) noted that in terms of span of control, there are a number of Coordinators with limited managerial responsibilities, further noting that there is also Band 8s that would fit in to this cohort.

s47E(c) advised that there is a paper being circulated in either the next NM Quarterly, to ask the National Managers to identify roles that could potentially fit into this cohort.

s47E(c) further advised that the AFP have already identified 19 ELs and approximately 20 Band 8s, noting this is without consultation of National Managers who have yet to agree.

s47E(c) noted that some National Managers believe that they could include a number of roles in this EL1 cohort; others do not support the concept. s47E(c) further noted that the AFP will need to discuss this with National Managers and then the AFP can include deeper costings into the proposal.

AC Connelly noted that if this was to proceed, there would be a process through attrition and staff movements to build that cohort and reduce other cohorts. AC Connelly confirmed that the AFP's intention with the new EA is not to seek out redundancies for EL employees. AC Connelly advised that we have debated the span of control issue for some time and whether this would provide savings and productivity that could fund a pay rise.

AC Connelly noted that he needs to prove to the Commissioner that there is a benefit to the organisation of the inclusion of a new EL1 band level. AC Connelly further noted that the AFP need to show a business case that shows if the AFP were to progress this, there would be a benefit to the organisation. AC Connelly advised that the Commissioner will also need to know the weaknesses and disadvantages as well. AC Connelly noted that if the Commissioner approves of this, the intention would be to go out to the National Managers to ask for their views and bring back to bargaining meeting for negotiation.

Con Coutsolitis noted that the AFPA have a document in relation to claim 6.a (1) that they can present to AC Connelly next meeting which outlines the AFPA's position in relation to this claim.

AC Connelly asked if the broadband advancement claim will be included in the same paper. Con Coutsolitis confirmed that it would be, noting that it will include items 1 through to 4 in Claim 6.a. Con further confirmed that the AFPA will try to send the AFPA paper to the AFP by end of next week to be circulated to bargainers before the next meeting.

12.1 Base salary on commencement

AC Connelly advised that the AFP proposes no change to the entitlements provided in this clause, noting that this provision requires re-wording to be clearer on intent.

AC Connelly confirmed that the AFP will leave this clause open while the AFP works on the re-wording of the clause with regard to the overall package as opposed to the salary.

Clause 12.2 Movement within pay scales

AC Connelly advised that further information on the AFP's position in relation to this clause is provided in Agenda Item 7, Attachment B.

AC Connelly noted that the AFP believe that clarification is required on the assessment requirements of employees who take significant leave, such as maternity leave and what

timeframes they must meet; noting that the AFP are aware of government expectations in terms of bargaining.

AC Connelly went through the claims from bargaining representatives as detailed in Agenda Item 7 Attachment (Remuneration Package and Related Benefits).

Con Coutsolitis confirmed that AFPA are not of the position to maintain all existing conditions, rather, the AFPA's position was to move away from the current performance model to an incremental advancement model.

AC Connelly noted that the debate around this clause comes down maintaining the current EL conditions. He noted that the AFP has been given strict instructions for what the AFP has to do around movement within pay scales/performance.

s47F asked if we try to maintain the performance-based pay increments, whether we can remove the restriction on the base salary cap, so that the employees at the top of the EL band level can have access to a movement.

AC Connelly noted that the argument is to maintain existing conditions and that the AFP need to be cautious when making changes to this provision in terms of managing performance.

An Li noted that the AFPA receive many complaints in relation to the discretion behind advancements at the Executive Level.

s47E(c) explained the Charter of Performance process to all bargainers, noting that discussions are held towards end of financial year. s47E(c) further noted that at the end of the financial year, an EL employee should have a discussion with their manager that measures against the AFP values plus individual measures specific to the employees function. s47E(c) further explained that there should be constant formal/informal feedback throughout the year, and then toward the end of the financial year, the EDT contacts all ELs and their Managers to inform them that it is time to have their performance discussions.

s47E(c) noted that as a result of those discussions, they make a rating and this could range from not yet fully effective through to outstanding. s47E(c) advised that these results are then sent to the EDT and go through to the National Managers Group. At this stage, there are some moderations that occur here and outcomes go to the Remuneration Committee who makes recommendations to the Commissioner.

s47F noted that under this process the employees at the top of the salary band have no benefit in performing at a high level.

AC Connelly advised that the current movement in the pay scale is an increment which varies from employee to employee. AC Connelly further noted that if the AFP were to make a comparison here, the AFP's top salary would be approximately \$30,000 higher than the public sector.

AC Connelly advised that to provide the top performing people of the EL cohort a performance bonus, the AFP would have to find productivity and measurable savings elsewhere.

s47F noted that this would cost about \$900,000 per year to provide a performance bonus to the employees at the top of the EL salary band (top half of the cohort x 2% x the top pay scale per year).

AC Connelly advised that the AFP would then have to find savings/productivity to fund this bonus.

AC Connelly referred to Con Coutsolitis' suggestion to remove the subjectivity out of movement within the pay scale, noting that under this model there may be issues with tying remuneration to performance. Con advised that if an EL employee failed to meet their Charter of Performance, they would not receive an incremental advancement.

Con Coutsolitis clarified that the AFPA's claim is to stop the rating at 'fully effective', with the current problem being, why one EL employee can receive a fully effective rating, where another receives a rating of outstanding.

AC Connelly noted that the process under the AFPA's proposed model would still be subjective.

AC Connelly noted that under the AFPA's suggested model, instead of the National Managers dealing with everyone, they would only be dealing with people who are above a rating of fully effective.

An Li added that if an EL employee is not rated as fully effective, then they should be performance managed.

s47F noted the potential for one National Manager measuring performance differently to another National Manager.

s47F noted that EL employees should be assessed on the basis of their performance.

AC Connelly noted the problem is that the process is not being adhered to by all employees at the Executive Level. AC Connelly further noted that if all EL employees were to go through the processes correctly, the process would be successful.

s47F commented that EL employees need to know beforehand, if they complete the work expected of them, will they receive a pay rise. s47F further commented that in the previous ELEA, there was a performance bonus and that was removed.

s47F advised that the change previous agreements is that the performance bonus is now rolled into normal salary and counts toward superannuation.

AC Connelly confirmed s47F previous comment that the performance bonus was rolled into EL employee's salary and that it was not removed entirely.

An Li noted that the AFPA do not disagree with performance pay rises; however they need to be transparent.

s47F noted that EL employees do include measures for performance in their Charter of Performance and if EL employee deliver on their Charter of Performance; they will receive a 'fully effective' rating.

s47E(c) suggested that the AFP include more detail in policy around a Charter of Performance around what fully effective, superior and outstanding mean.

s47F noted that there should be more measurable ways to achieve each rating.

s47F noted the difficulties in outlining measures for performance at the outset of a financial year where we work in such a fluid and dynamic environment, where a Charter of Performance may end up changing by the end of a financial year. s47F further noted that the organisation requires her to be fully effective, however if s47F performs above this rating, it is at the discretion of her supervisor or manager to state that this performance is superior or outstanding performance.

s47E(c) noted that the AFP should be expecting EL employees to be working on more strategic projects and work, and that definitive goals cannot always be measured in regard to this type of work.

s47F noted that what is considered superior performance should be transparent across the managerial level.

s47F noted that if an EL employee meets the Work Level Standards, they will have a case to put forward a rating of outstanding for their performance.

s47E(c) advised that through the Charter of Performance process, all National Managers are held accountable to their peers.

s47F noted that another proposal is that the EL have two cohorts s47F further noted that the current bandwidth is too large (\$40,000 gap). s47F queried from a fairness perspective, is it fair for one employee to wait 13 years to earn the same salary as someone performing at the same level as them.

s47E(c) added to s47F comments above, noting that the dollar increase across the EL cohort based on performance based increments was around 1.3%, and that the only people who received the 5% pay increase were 7 employees across the AFP. s47E(c) further added that if the AFP wants to drop this down to reward high performers to go back to a simple increment, this will not be a very fair or strategic direction for the AFP. He further noted that the AFP should be making this agreement to encourage people to enter the EL cohort and to want to progress through to the SES level by performing well. s47E(c) further noted the unfairness in removing the possibility for employees to advance for performing well.

s47F noted her concerns with not offering a performance bonus to EL's at the top of the salary band in that the work load and expectations are higher but this group of EL employees are not being paid anything additional.

s47F noted that we have had a very generous agreement since 2011, noting that there are other employment options for employees at the top of the EL band level that are not happy with the ELEA.

s47F advised that there is a need to separate the pay increase and the performance movement in the pay scale.

s47F noted that employees at the top level of the EL salary band are not rewarded for their performance, where EL employees at the lower level of the salary band are able to increment.

AC Connolly noted that the employees at the lower EL band level are incrementing through the salary band due to performing well, just as the employees at the top of the EL salary band have done so beforehand. AC Connolly re-confirmed that the AFP has to find measurable savings to fund any pay increase.

s47F asked if the AFP also have to fund the performance movement. s47F

s47F confirmed that the performance movement are self-funding.

s47F advised that he will put some of his thoughts into a brief paper, noting that a lot of this discussion is not core EL topics. s47F further noted that there is lack of understanding of where the AFP wants to be in 4 or 5 years' time. s47F noted that he can see where bargaining representatives are coming from on both sides.

AC Connelly advised that the AFP do not have a vision to be reducing our EL cohort. AC Connelly noted that although this brings funding to the AFP, what the AFP is able to afford is shrinking. He further noted that the AFP's largest dilemma is the organisations lack of attrition. The AFP has an ageing workforce that is not moving on, reflective in an attrition rate of 1.5%. AC Connelly noted that the 53% of EL employees at the top of the salary band is a problem for the AFP, as this percentage will continue to grow.

s47F noted that if the AFP wants to have an even spread of age groups and a workforce that represents all sectors of the demographics, the AFP need to identify how the ELEA will assist the AFP in achieving this.

AC Connelly acknowledged s47F comments above and raised the question of how the AFP can make this ELEA reflective of where the organisation is going.

s47F advised that this is about a shifting attitude, rather than a discussion of every dollar. s47F noted discussion in previous meetings as to what this agreement is about in setting the tone for other agencies. s47F further noted that EL employees should not have this expectation that they will receive 3% every year and that the cohort that s47F represents only want to maintain their existing conditions. s47F advised that she also concurs with s47F comments above.

AC Connelly noted that the AFP wants to reach a position where the agreement is fair, affordable and real.

AC Connelly asked, in terms of moving forward, whether the bargainers accept the principle that the AFP do not want to pursue CPI (annual increase) pay rises through looking at the range of the salary scale.

s47F noted that from a fairness point of view, using 47% of the cohort to fund a pay rise in the other percentage of the cohort at the top of the EL salary band would not be fair.

s47F added to s47F comments above by noting that they are two entirely different considerations, in that one is a progression through a pay scale and the other is a pay rise. He advised that he represents a number of people who are at the top of the scale, noting that they would rather see progression through the scales, rather than a pay increase for employees at the top of the EL band salary.

s47F concurred with s47F comment above.

AC Connelly asked the AFPA if they shared this same view. Con Coutsolitis advised that the membership does share this view; however they disagree with the nepotistic way at which it is currently being handles.

AC Connelly noted that s47F described it well in that one is a movement within the range, and one is a pay rise. He asked the bargainers if they are in agreement that the AFP will not look at the salary band range to fund a pay rise. All bargaining representatives were in agreement on this.

s47F suggested freezing the bottom of the salary range while the top of the range is upwardly adjusted, with one negative outcome being that the salary gap

increases. s47F advised that what this would achieve is that it enables the employees that are not on the top to continue to progress through, while also enabling the people at the top of the salary band to receive further remuneration.

AC Connelly noted the issue with relying on attrition in the AFP, with attrition currently at 1.5% for the organisation. He noted that he would like to see a cap where you cannot work beyond 60 years of age in the AFP. s47E(c) added that we have 540 employees over 55 years of age and one 67 year old police officer.

AC Connelly noted that we need to look at the future of the organisation. AC Connelly raised the question of whether it is possible to introduce a retirement age into the agreement.

s47E(c) noted that there may be other age discrimination considerations with this.

AC Connelly noted that we have not resolved this issue; however all bargaining parties agreed that the issues were separate in principle.

s47E(c) noted the consensus among all bargaining representatives that if an EL employee does not meet the requisite performance measures and Work Level Standards, the employee will not be entitled to receive an incremental pay rise.

AC Connelly noted that we will need to discuss this issue further in regard to what the quantum will be and the mechanisms around this.

AC Connelly noted that bargaining representatives need to turn our mind to where our measurable savings and productivity are going to come from and if the AFP can find any pay increases. AC Connelly further noted that the AFP is still open to suggestions on this.

Clause 12.3 – Base salary increases

AC Connelly noted that the AFP will consider this clause once cost savings are known and approval is given by the APSC and Minister.

Clause 12.4 – Additional Remuneration

AC Connelly noted that this will go through the Remuneration Committee and the AFP does not intend to remove the clause, noting that additional wording around the intent and principles in relation to remuneration is required.

AC Connelly noted that the position of bargainers is to maintain existing conditions.

Supported in principle by bargaining representatives.

Clause 13 – Residual bonus payment

AC Connelly confirmed that this clause will be removed.

Supported in principle by bargaining representatives.

Clause 14 – Parking facilities

AC Connelly confirmed that the AFP has no intent to vary the current entitlement.

Supported in principle by bargaining representatives.

Clause 15 – Fitness allowance

AC Connelly advised that the AFP's position is to remove this allowance and clause. The AFP has concerns as to whether this clause is achieving a fit workforce.

s47E(c) noted that it is less than half of the EL cohort who receive this allowance and that for the 3 years prior to this, it was \$146,000 paid out for this allowance.

s47F noted that this clause should apply to all employees in the AFP or to no employees at all.

s47F discussed introducing a small fitness standard in some part of the organisation, noting that he would like the fitness allowance included across the board for the AFP as an incentive to all employees.

AC Connelly noted that the AFP now provides free gym facilities in many locations of the AFP.

s47E(c) suggested offsetting the allowance against another cost such as reimbursement for an annual medical review.

AC Connelly suggested that the AFP explore whether there is an alternative option to this clause (Action Item 7.3).

s47E(c) noted that a couple of agencies have just removed their clause in relation to a fitness or health allowance. She noted that if we applied this allowance to all employees, the AFP could reduce the allowance to \$300 for example to cover GP or skin doctor check each year, on a reimbursement basis. The AFP will do some research around this and report back to bargainers in a few meetings time.

Clause 16 – Flexible remuneration package

AC Connelly referred to the current provision in relation to flexible remuneration package and advised that the AFP need to check the terminology of this clause.

Clause 17 – Superannuation

AC Connelly noted the need to adhere to legislative requirements in relation to superannuation and advised that there are no changes from the AFP or bargainers sought to this clause.

Clause 18 – Cost of employment or associated benefits

AC Connelly provided the AFP's position on this clause, in that such expenses are provided for within the National Guideline on Hospitality and Entertainment.

s47F noted that the intent may have been to reimburse employees where they have had to purchase a piece of equipment to do their job.

s47E(c) noted that such purchases would be reimbursed on a petty cash basis.

AC Connelly advised that this clause will be removed.

Supported in principle by bargaining representatives.

Clause 19 – Higher duties allowance (HDA)

AC Connelly advised that the AFP may require some rewording due to a roll in of the SES allowances.

s47E(c) noted that if an employee is performing higher duties, they currently receive the minimum base salary plus a vehicle allowance. s47E(c) further noted that now the vehicle allowance is for SES is being rolled in to the base salary, an employee may receive the minimum base salary which includes the vehicle allowance, plus potentially an additional vehicle allowance. s47E(c) confirmed that the AFP needs to change the wording around this clause.

s47F asked why higher duties allowance uses a calendar year as opposed to a financial year. It was agreed that whether a calendar year or financial year applies, it will not make a difference to the current clause.

AC Connelly discussed aligning the period of time for aggregate higher duties to be within the financial year rather than the calendar year for consistency with the rest of the agreement. He advised that he would not be opposed to moving to financial year, given that a lot of higher duties are performed over the Christmas period.

s47F noted that there may be transitional issues with changing the timeframe from calendar year to financial year.

AC Connelly confirmed that the AFP will deal with those issues as they arise.

Supported in principle by bargaining representatives.

Clause 20 – Travel

Clause 20.1 - General

AC Connelly referred to the current provision and confirmed the AFP's position to provide clarification on travel hours counting as hours worked – not just transit hours.

Supported in principle by bargaining representatives.

Clause 20.2 Travel benefits

AC Connelly referred to the AFPA's view on this clause (AFPA Claim 12.a) in relation to business class airfare for flights longer than 6 hours for international travel.

s47F noted that this is included in the travel policy and that this is reason to remove the clause from the ELEA.

Con Coutsolitis advised that the AFPA would be happy to keep travel benefits in the policy and to remove this clause from the ELEA.

AC Connelly noted that the AFP is also happy to keep travel benefits in policy.

s47F indicated that he disagreed with removing the reference to Premium Economy class of travel (where available) for international legs. Simon further indicated that this had been a negotiated outcome won in the previous ELEA negotiations, which should not be sacrificed too readily.

s47F referred to the Whole of Government Policy, noting that this policy can change. s47F further advised that the delegate now has to comply with Whole of Government Policy.

s47E(c) suggested that the AFP take advice from the APSC about the Whole of Government Policy.

s47E(c) confirmed that the AFP will seek advice from the APSC on this policy and will come back to the bargainers on this (Action Item 7.4).

Clause 21 – Communications package

AC Connelly confirmed that the AFP has no intent to vary the current entitlement.

Supported in principle by bargaining representatives.

Clause 22 – Use of own vehicle

AC Connelly advised that s47F was going to provide the bargainers with an indication of miles after raising the fact that some ACT members are travelling a high number of miles per year.

s47F advised that she has spoken to them in relation to this, however has not received anything from them as of yet.

Con Coutsolitis noted that it depends on the employee's individual insurance policy. Con confirmed that the AFPA will put out a bulletin in relation to this to their members.

An Li raised the problem that their members do not understand the implication of this, in that it is the member's own responsibility to buy comprehensive insurance to cover travel for business. An further noted that when the EA is put to members to vote, they should be made aware of the implications around this.

s47E(c) noted that the AFP could advise employees that they may or may not need to look at their comprehensive motor vehicle insurance, as some include a component for business travel.

AC Connelly noted that the AFP would encourage the AFPA to distribute a bulletin in relation to this. AC Connelly further noted that the AFP has no desire to change this clause in the agreement.

Supported in principle by bargaining representatives.

Clause 23 – Recovery of overpayment

AC Connelly referred to the current provision and raised the AFPA's claim (Claim 12.g) that the deduction must occur after obtaining the employees consent.

s47F confirmed that the AFP cannot deduct the overpayment out of an employees pay without their consent.

AC Connelly asked whether the AFP could capture this in finance policy.

s47F noted there is a lot of work being done by s47F and Legal on this matter.

AC Connelly advised that he would prefer for this clause to be removed and included in finance policy. AC Connelly noted where an overpayment occurs, a member has a debt to the organisation and the AFP has an obligation to collect that debt. He queried why this clause is required to be in the ELEA when it is included in legislation and there are many mechanisms to recover overpayments through legal processes.

s47E(c) noted the difficulty with this where there is a clear overpayment; employees are not consenting for the AFP to recover the overpayment, which raises an integrity issue as these employees are not entitled to be paid this money s47E(c) further noted that there was intent to include this clause in the current agreement and it would be best to consult with Legal prior to any removal.

An Li noted that the AFP can sue employees who do not consent to repay overpayment in small claims court.

s47F advised that the AFP is working on different methods to recover overpayments from employees.

AC Connelly advised that this claim will remain open for further discussion for the interim.

Supported in principle by bargaining representatives.

AC Connelly asked all bargainers to respond to the following Agenda Items by COB tomorrow (5 March 2015). Non-response will be taken as acceptance of claims.

All bargainers agreed with this deadline.

- Agenda Item 8 - Discussion – Working Patterns - draft (4 March)
- Agenda Item 9 - Discussion – Leave Provisions – draft (4 March)
- Agenda Item 10 - Discussion – Resignation, Retirement & Termination of Employment and Miscellaneous – draft (4 March)

Agenda Item 11 – Other Issues

AC Connelly raised discussion around the potential for an EL1 cohort and asked the bargainers if they had any further ideas for productivity savings.

s47F oted that he will send through some thoughts to the group on this.

s47F noted his comments earlier in the meeting in relation to freezing the top or bottom of the EL salary scale. AC Connelly advised that there needs to be an offset when changing the movement within pay scales.

s47F asked if we could leave the reduction of recreation leave for superannuation purposes on the table to discuss for the interim (currently amended in Leave Provisions draft (4 March)).

s47E(c) confirmed that this was just clarification as to how the provision currently applies.

Agenda Item 12 - Confirmation of next bargaining meeting – scheduled for 17 March (13:00-16:00)

Next meeting is scheduled for Tuesday 17 March 13:00-16:00 in the NM conference room.

s47F requested that the group have a discussion about productivity specifically at the next meeting as this is a key component of the ELEA discussions.

AC Connelly advised that he is happy to have productivity as a discussion point, with the meeting starting earlier at 11am and have s47E(c) this discussion.

Agenda Item 13 – Close Meeting

Meeting closed @ 12.58pm

Action Items

- 7.1 AFPA to provide a response in relation to EL employees accessing LSL from 7 years of service (timeframe of 2 weeks' time for response)
- 7.2 Information regarding the inclusion of no accrual of personal and annual leave for period of defence service leave and if this would be supported by the APSC.
- 7.3 AFP to explore alternative options to Clause 15 in relation to Fitness Allowance.
- 7.4 Advice from APSC regarding WoG travel policy.

Attachments

Attachment A – Defence Reserve Service Leave
Attachment B – ELEA Base Salary Increases (4 March)
Agenda Item 3 – Action Items Log (4 March)
Agenda Item 4 – AFP Response to AFPA COLA Proposal
Agenda Item 5 – AFP Response to AFPA Claim 5.a – Access to pro-rata LSL at 7 years
Agenda Item 6 – General Arrangements table (4 March)
Agenda Item 7 – Remuneration package and related benefits table (4 March)
Agenda Item 8 – Working Patterns – draft (4 March)
Agenda Item 9 – Leave Provisions – draft (4 March)
Agenda Item 10 – Resignation, retirement and termination of employment and Misc. - draft (4 March)

AFP Executive Level Enterprise Agreement Bargaining Meeting – 17 March 2015

Attendees:

AFP

Chief Negotiator – Assistant Commissioner (AC) Shane Connelly

s47E(c)

s47E(c)

s47E(c)

s47E(c)

AFPA

An Li

Con Coutsolitis

Independent Bargaining Representatives

s47F

s47F

s47F

s47F

Apologies

s47F

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Minutes

s47E(c)

Minutes:

Agenda Item 1 – Welcome

Meeting commenced @ 1300

Agenda Item 2 – Endorsement of previous meeting minutes

AC Connelly advised that s47F requested a variation to the minutes with the inclusion of the following:

s47F indicated he disagreed with removing the reference to Premium Economy class of travel (where available) for international legs. s47F indicated this had been a negotiated outcome won in the previous Enterprise Agreement negotiations which should not be sacrificed too readily.'

AC Connelly noted that the minutes have been varied to include the above.

No further amendments to minutes.

Minutes were endorsed.

Agenda Item 3 – Update on Productivity Workshop

s47E(c) advised that a number of possible concepts that the AFP could progress were discussed in the productivity workshop this morning, such as:

1. Amendment of the current Charter of Performance increases from the current 2%, 3% and 5% pay increases for receiving a rating of 'fully effective', 'superior' and 'outstanding'.
2. Discussion of the concept of an EL1; noting that the Commissioner has not agreed to this yet. s47E(c) advised that if the EL1 concept is approved the efficiencies gained may fund potential salary increases.
3. Span of control - s47E(c) noted that span of control generated discussions. He further noted that the AFP indicated that the span of control issue was raised at the last National Managers Quarterly Strategic Forum and the team is now meeting with all National Managers in relation to the Band 8 and EL roles within their portfolios.

s47E(c) advised that discussions were raised around what an EL role is, and what a Coordinator role is, especially within the ICT portfolio. He further noted that some employees can go from an EL role with delegations, to an EL role without delegations. s47E(c) advised that the AFP will talk to CIO about this when meeting in relation to the ICT Band 8 and EL employees.

4. Incremental advancement - s47E(c) advised that s47F indicated at a previous meeting, that it can take 13 years to reach the top of the EL salary band if an employee maintains a rating of 'fully effective'. He further advised that there were discussions about having 10 increments within the band width, so that an employee can reach the top after 10 years; noting that this idea was met with agreement from the bargainers.
5. Reduced bandwidth - s47E(c) noted that discussions were had around reducing the EL2 salary bandwidth and red-circling the current EL2 cohort, who are above a certain salary point, to form the new agreement.

s47E(c) noted s47F comment that the agreement should be focused and structured around what the AFP is looking for out of its workforce in terms of the age, geographical location, and sworn/unsworn mix. s47E(c) further noted that the AFP has indicated that they will conduct some work around this outside of the scope of bargaining.

There was agreement by the bargaining representatives to explore this further, as there was broad acknowledgement that the current EL2 bandwidth is not sustainable at the higher level.

AC Connelly advised that the AFP, with the concurrence of the bargainers, will progress the EL1 paper and potential savings to the Senior Executive, while the AFP continue costing the other options.

s47F noted that the span of salary range is too large in some respects, with the issue being how to address this concept; noting the starting point is to bring the top of the salary band level down.

AC Connelly noted that it would be a benefit to the organisation to decrease the top of the salary band level.

s47E(c) acknowledged the bargainers for their participation in the workshop this morning.

Agenda Item 4 - AFP Update – Action Items Log

AC Connelly advised that all 'finalised' action items are noted in green, noting that if any of the bargainers believe that any of these items are still up for consideration, that they are welcome to advise as such.

- Action Item 2.2 – Provide response to items within log of claims.

AC Connelly noted that this is an ongoing item with the AFP providing responses as they become available.

- Action Item 3.4 – Further advice on reduced accrual of leave to be considered for super salary.

AC Connelly advised that this advice was provided in the previous meeting, noting that we will be discussing this topic further in Agenda item 6.

- Action Item 4.3 – AFP to provide draft wording for clause 35.8 – Rate of payment.

AC Connelly advised that the AFP is still awaiting advice from Pay Team on this issue, that this will be provided to bargaining parties once draft words are ready.

s47E(c) advised that there are a number of calculations that need to be completed by Pay Team to ensure that the wording that has been developed around this clause is correct. s47E(c) further advised that the AFP will endeavour to provide the bargaining representatives with a draft clause by the next bargaining meeting.

- Action Item 4.5 – Costing/productivity analysis on reduction of three days personal leave.

AC Connelly noted that the AFP has received some interim advice from s47G(1)(a) on this claim.

s47E(c) advised that the AFP have had a discussion in a previous meeting in relation to the reduction of the accrual of personal leave. s47E(c) further advised that firstly, personal leave does not vest until it is taken and secondly, as advised by the APSC, this would only be a cost saving for the AFP where there is a cohort of people using all of their personal leave accruals.

s47E(c) advised that the AFP has looked at personal leave accruals for the EL cohort, noting that they are quite high and therefore people are not taking all of their accrual. s47E(c) further advised that whilst there may not be a lot in this concept in terms of productivity, there is a need for further consideration given that the general EA is yet to be bargained.

s47E(c) advised that the APSC is of the view that if reduced accrual of personal leave can give an organisation long term productivity that may not necessarily be able to be costed at present, the organisation may still consider developing a 'word picture' around this concept, rather than firm figures.

s47F noted his concern with decreasing the accrual of personal leave for employees in policing roles conducting work that is inherently dangerous, sometimes resulting in injury.

AC Connelly advised that with the very nature of the AFP's business, people are susceptible to injury. AC Connelly further advised that whilst we have to sit within the advice from the APSC, there is a need to recognise the unique nature of the AFP's working environment. AC Connelly asked the bargainers if this concept can be taken off the table.

s47F as the bargainer that raised this claim, noted her approval to remove this item from the action items log.

AC Connelly confirmed that this item has been removed from the action items log with the consent of the bargainers.

- Action Item 6.1 – AFPA to respond to AFP response to claims 10.a – 10.g of their log of claims.

The AFPA advised that they do not have a response ready at this time. The AFPA further advised that this will be ready for discussion at the next meeting (9 April 2015).

- Action Item 6.3 – Wording in policy around ability to take time off in lieu for a public holiday worked – in response to AFPA claim 12.c.

AC Connelly advised that this policy is still in development.

- Action Item 6.5 – Wording in policy around the employee and employer responsibility in regards to managing excess hours.

AC Connelly noted that this policy is still in development.

s47E(c) advised that this policy is a work in progress and as the AFP move along and come to an in-principle agreement on a particular aspect of the policy, this will be placed in the policy.

- Action Item 7.1 – AFPA to provide a response to accessing LSL from 7 years of service.

The AFPA provided a timeframe in which they will provide a response on this issue of prior to the next bargaining meeting. This response is expected to be distributed to all parties prior to the next bargaining meeting.

- Action Item 7.2 – Information around inclusion of reduced accrual of personal leave or annual leave for periods of defence leave and if this would be supported by the APSC.

AC Connelly advised that the AFP has sought advice from the APSC. He noted that the APSC has advised that as long as the AFP does not breach the *Defence Reserve Service (Protection) Act 2001*, there is no restriction on varying accrual entitlements. AC Connelly further noted that the AFP has left the timeframe for accrual of annual leave at 6 months for the time being.

s47E(c) advised that the AFP asked if the APSC were aware of any movement through other agencies to change defence leave in their agreement. s47E(c) confirmed that there was no movement within other agencies to change defence leave from what was in their present agreement.

AC Connelly advised that there will be a productivity issue in terms of this claim for the general EA. AC Connelly further advised that the AFP will keep this claim open for the time being, noting that the AFP will come back to bargainers on this claim.

- Action Item 7.3 – AFP to explore alternative options to clause 15 in relation to the Fitness Allowance.

AC Connelly advised that this item will be addressed in Agenda Item 7.

- Action Item 7.4 – Advice from APSC regarding WoG travel policy.

AC Connelly advised that this item will be addressed in Agenda Item 7.

Agenda Item 5 – AFPA Claim 12.b

AC Connelly referred to Claim 12.b of the AFPA log of claims as follows:

'A High Intensity allowance should be payable to designated AFP roles, reviewable on a 6 monthly basis.'

AC Connelly asked if the AFPA could provide some further clarification on this claim.

Con Coutsolitis advised that this issue is in regards to the proposal put forward by the AFPA for the introduction of a Cost Of Living Allowance (COLA). After some discussion, it was suggested that the President of the AFPA discuss this with the Chief Negotiator out of session.

Con Coutsolitis stated that this would be helpful.

Con Coutsolitis raised the issue of remuneration in relation to advancement arrangements (claim 6). Con advised that there is a paper in progress on this. He further advised that this is in relation to an advancement strategy that the AFPA want to put forward (with differences for sworn, unsworn and specialist employees).

AC Connelly advised that this claim is ongoing, possibly to be resolved out of session also.

Agenda Item 6 – Reduced accrual of annual leave to count for super salary

s47E(c) advised that one of s47F claims was to consider the reduced accrual for annual leave to count toward superannuation salary s47E(c) further advised that it did count under the previous agreement (the CA); however under the current agreement it does not count for superannuation.

s47E(c) further advised that the AFP have received advice from Comsuper to say that if the organisation wants to include reduced accrual of annual leave to count for superannuation, the organisation can do this, however the AFP just has to specifically outline this as an entitlement in the agreement. Alternatively, if the organisation does not want to include this to count for superannuation, the organisation does not have to include it. s47E(c) further advised that one of the considerations before making a final decision as to the AFP's position is to consider how this claim may impact the general EA and the cost of it.

s47F advised that this would be an attractive concept for employees with CSS, PSS and PSSap who are intending to retire in a couple of years.

s47F noted that an employee would only have to reduce their accrual of annual leave to count toward superannuation on one occasion, and this will embed the increase in their superable salary indefinitely.

s47E(c) advised that the cost would be minimal for EL employees, noting that the cost may be significant if the AFP apply this concept to the broader organisation under the general EA.

s47F confirmed that if the AFP sought the costings for this claim, it would have to be offset with the productivity of employees working an additional week per year.

AC Connelly noted that members of the AFP nearing retirement are more likely to depart from the organisation which creates organisational renewal, due to the current issue of low attrition within the organisation. He further noted the issue of incentivising this group of employees to depart from the organisation in order to generate renewal, noting the potential high cost of applying this concept to the ELEA and EA.

AC Connelly advised that the AFP may be open to this concept if possible.

s47F advised that an employee should only apply this concept if they are preparing for retirement.

s47E(c) advised that the AFP could offset the cost by capping the amount of leave employees are accruing at 10 weeks, as this will result in employees taking their leave closer to when it is earned rather than taking their leave years down the track.

s47F noted that if the AFP is making an additional contribution to Comsuper each year (based on employees increasing their superable salary through reducing the accrual of their annual leave), the AFP is also gaining an additional week of productivity out of the EL cohort.

s47E(c) advised that the AFP will also need to consider the impact of this concept on the general EA.

s47E(c) noted that if the AFP allow for the reduced accrual of annual leave to count for superannuation, the AFP will need to ensure that employees reducing their leave accrual are not able to then purchase leave.

AC Connelly noted that the AFP will need some governance around this. He further acknowledged that employees reaching the end of their career will want to maximise their superannuation. AC Connelly advised that if the AFP were to consider this claim, the AFP will need to consider introducing a cap on the accrual of leave for EL employees of 10 weeks.

s47E(c) further advised that the leave balance for employees will be capped at 10 weeks all together (inclusive of leave already entered and approved in the system). s47E(c) further advised that if an employee wants leave approved that exceeds the 10 week cap, there would need to be justification behind such a request and it would require a higher delegation for approval.

AC Connelly advised that the AFP will not remove this claim from the table until s47F s47F has spoken to the claim. AC Connelly further advised that the AFP will seek further costings on this claim, noting that the AFP does not support this claim unless there is an offset for the cost.

AC Connelly advised that the AFP will cost reduced accrual of annual leave to count toward superannuation with an offset of the fitness allowance, on the basis that free gyms are now provided as are fitness programs, and on the basis that the AFP are going to cap the accrual of annual leave at ten weeks; with an exemption being able to be granted by NMHR as the delegate.

Agenda Item 7 – Airline lounge membership & fitness allowance

s47E(c) noted that the AFP wanted to further discuss the fitness allowance and airline lounge membership currently in the EL agreement.

Fitness Allowance

AC Connelly advised that s47E(c) will expand on the advice given by the APSC.

s47E(c) noted that the AFP would like to know the bargainers position on the removal of the fitness allowance in the EL agreement. s47E(c) further noted that the AFP spoke with the APSC last week in relation to whether a health allowance for annual health checks for employees would be something that the APSC would endorse.

s47E(c) advised that the APSC raised concerns around the cost of incorporating annual health checks under the agreement, given that there is a small amount of people utilising the fitness allowance now, and that all EL employees may take up the allowance under the new ELEA. s47E(c) further advised that the APSC indicated that other agencies are moving away from a health allowance and removing them from their agreements.

s47E(c) noted that one of the examples that the AFP brought into the discussion was the skin cancer checks for traffic police. s47E(c) further noted that the APSC's position on this was that any organisation can provide these checks, however this should remain outside of the agreement as a discretionary benefit, rather than an entitlement under the ELEA.

AC Connelly noted that this allowance was intended to align the EL package to be more like an SES package, noting that the take up is not high in the SES due to some employees facing difficulty with passing the PCA.

An Li noted that if the AFP's position is to remove this allowance, the employees need to receive something else in return.

AC Connelly suggested that the AFP pass the cost saving on as an offset to another claim, if the fitness allowance is removed. He noted that given that the AFP provides free gyms at many locations and that some employees cannot access the allowance due to pre-existing injuries, this may be something that the bargainers consider as an offset for another claim.

The AFPA noted that this provision is sensible to remove from the agreement, given that the AFP provides such a large number of free gyms for employees. The AFPA further noted that they would like to see the costing around this. s47E(c) advised that the AFP can do the costings behind this.

AC Connelly advised that the removal of the fitness allowance claim is still open for consideration, noting that there is a strong push within the Commonwealth to remove this entitlement from agency enterprise agreements. He advised that only a minority of the EL cohort currently receive this allowance.

Con Coutsolitis noted that the AFP should possibly consider changing the criteria for the fitness allowance.

s47E(c) asked bargainers if they would be open to the AFP looking at the criteria to receive the fitness allowance, subject to the view of the APSC and the Minister.

AC Connelly advised that the AFP can tighten the wording around the fitness allowance provision, if the AFP is going to keep this provision in the ELEA.

Airline Lounge Membership

s47E(c) advised that the discussion around the airline lounge membership is in relation to whether this is a core entitlement or term and condition or not. s47E(c) further advised that in the AFP, there is policy and governance that allows any employee, regardless of their level, to get an airline lounge membership if their role requires them to travel; subject to the approval of the delegate.

s47E(c) advised that the AFP are not proposing to change the policy around airline lounge membership however currently in the ELEA, irrespective of whether an employee travels for work or not, the AFP provide EL employees with an airline lounge membership.

s47E(c) asked the bargainers if they would be happy for this claim to remain in governance and for this entitlement to be removed from the ELEA, to become a discretionary entitlement rather than an entitlement applicable to all EL employees.

An Li noted the AFPA's concern with this membership being removed due to it being an employee entitlement.

Con Coutsolitis advised that EL employees will not be happy with losing their airline lounge membership.

s47F noted that the reason that these provisions are in the ELEA is due to the agreement being an EL agreement.

An Li advised that the AFPA do not believe that their members will agree with the removal of the fitness allowance and airline lounge membership.

Agenda Item 8 – Other Issues

AC Connelly asked the bargainers if there were any further issues that they would like to discuss.

No further issues raised by bargainers.

Agenda Item 9 – Confirmation of next bargaining meeting

The next bargaining meeting is scheduled for Thursday 9 April (0900 – 1300) in the NM conference room.

s47E(c) noted that there may be further productivity discussions within this timeframe.

Agenda Item 13 – Close Meeting

Meeting closed @ 14:14

Action Items

- 8.1 AFP to provide costing for removal of the fitness allowance to offset another claim for the ELEA (reduced accrual of annual leave to count for superannuation on the basis that leave for the EL cohort is capped at 10 weeks with an exemption clause).
- 8.2 AFP to draft wording around clause regarding Airline Lounge Membership

Attachments

Agenda Item 4 – Action Items Log (17 March)

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AFP Executive Level Enterprise Agreement Bargaining Meeting – 9 April 2015

Attendees:

AFP

Chief Negotiator – Assistant Commissioner (AC) Shane Connelly

s47E(c)

s47E(c)

s47E(c)

s47E(c)

AFPA

An Li

Con Coutsolitis

Independent Bargaining Representatives

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Apologies

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Minutes

s47E(c)

Minutes:

Agenda Item 1 – Welcome

Meeting commenced @ 0910

Agenda Item 2 – Endorsement of previous meeting minutes

AC Connelly noted that no comments were received for changes to the minutes.

No further amendments to the minutes.

The minutes were endorsed.

Agenda Item 3 – AFP Update – Actions Item Log

- Action Item 4.3 – AFP to provide draft wording for clause 35.8 – Rate of Payment.

AC Connelly advised that the Pay Team have provided Industrial Relations (IR) with the required information. IR will meet with AFP Legal in the coming weeks to discuss this clause further.

AC Connelly confirmed that this action item is ongoing.

- Action Item 6.1 – AFPA to respond to AFP response on claims 10.a – 10.g of their log of claims.

AC Connelly advised that this action item will be discussed at Agenda Item 4

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- Action Item 7.1 – AFPA to provide response in relation to EL employees accessing LSL from 7 years of service.

AC Connelly advised that this action item will be discussed at Agenda Item 5.

- Action Item 8.1 – AFP to provide costing for removal of fitness allowance to offset another claim for the ELEA (reduced accrual of annual leave to count for superannuation on the basis that leave for the EL cohort is capped at 10 weeks with an exemption clause).

AC Connelly advised that this action item will be discussed at Agenda Item 6.

- Action Item 8.2 – AFP to draft wording around clause regarding Airline Lounge Membership.

AC Connelly advised that wording has been drafted around the airline lounge membership provision to be discussed.

The following is the draft wording for this provision:

'Where an Employee is required to travel for work related purposes and the Delegate determines it appropriate, the Employee may be entitled to one AFP funded membership of an AFP approved airline lounge.

Where an Employee is on long term leave from the AFP, they will not be entitled to receive the airline lounge membership for that period'.

s47F noted that the above draft wording may be too subjective.

s47E(c) noted that this provision currently provides that an employee will receive the airline lounge membership, irrespective of whether an employee travels for work related purposes.

s47E(c) advised that in a previous meeting, discussion suggested that there was not an appetite to remove this entitlement and to make it discretionary, however that there was some consensus around tightening the wording in this provision to limit the entitlement to employees required to travel for work in their role. She further advised that there are instances where people are on long term leave without pay (LWOP) and they are still

entitled to receive the airline lounge membership. The AFP is trying to tighten the wording around this provision, to reflect that people on long term LWOP are not entitled to this membership.

AC Connelly noted that if an employee is on long service leave (LSL) or recreation leave, this is leave that they have earned through working. AC Connelly suggested that the AFP specify that where an employee is on long term leave, other than recreational leave and LSL, they are not entitled to this membership. AC Connelly noted the consensus among the bargainers that 'long term' leave be defined as LWOP that is greater than 3 months.

s47E(c) noted that the AFP can define 'long term leave without pay' in the agreement.

AC Connelly confirmed the following change to the draft wording for this provision:

'Where an Employee is required to travel for work related purposes, the Employee is entitled to one AFP funded membership of an AFP approved airline lounge. Where an employee is on leave other than Long Service Leave or Recreation Leave for a period in excess of 3 months, they will not be entitled to receive the airline lounge membership for that period.'

AC Connelly noted that the AFP is linking the entitlement to work related travel. AC Connelly suggested the following words for inclusion in this provision, to broaden the definition of work related travel:

'...where there is an expectation for an employee to travel for work related purposes'.

After a range of discussions:

AC Connelly advised that the AFP will finalise this action item out of session. s47E(c) and s47E(c) confirmed that the AFP will distribute the draft wording to bargainers.

Agenda Item 4 – AFPA response to AFP position on Claim 10.a – 10.g of log of claims

AC Connelly referred to Attachment 1 (AFPA response to AFP position on Claim 10.a – 10.g of log of claims) and asked the AFPA to speak to the response.

- Claim 10.a of log of claims

An Li confirmed that the AFPA understand the AFP's position with regard to Claim 10.a - 10.g of log of claims, noting that the AFPA would like to have this recognised in the ELEA.

s47E(c) noted that the AFP's position is that the AFPA delegates already have the ability to raise any issue they see fit with any member of the AFP, including the Senior Executive.

AC Connelly noted a concern in terms of industrial equity, if the AFP were to insert this clause and the draft words into the ELEA, there would be an expectation that the AFP would then recognise the other unions (the CPSU for e.g.) in the same way. AC Connelly further noted the AFP's concern that there is potential to denude the current unique position of the AFPA with the AFP.

Con Coutsolitis noted that the AFPA's concern is the fact that there are delegates that feel they may not be able to approach management with certain issues, as they do not have protections around them, and there is currently no recognition.

s47E(c) advised that the *Fair Work Act 2009* provides significant protection for union delegates.

Con Coutsolitis advised that if this is also documented in the ELEA, AFPA delegates will feel that they are covered and can approach who they need in order to fulfil their duties as a delegate to the organisation.

s47E(c) suggested that this may be able to be addressed through the AFPA's internal education processes such as training days with the delegates. s47E(c) advised that NMHR may possibly be able to present to the AFPA delegates on one of these training days.

AC Connelly acknowledged the position of the AFPA, noting that the AFP does not agree that this clause needs to exist in the agreement. AC Connelly noted the work that has been done throughout bargaining to remove unnecessary provisions of the ELEA that are more appropriately placed in policy.

AC Connelly advised that the AFP will remove this claim from the table and undertake to negotiate through a facilities agreement, items contained throughout claims 10.a to 10.g, or parts thereof, to a mutual agreed position between both parties.

Agenda Item 5 – AFPA response to AFP position to pro rata LSL at 7 years

AC Connelly advised that the AFP is open to this claim, if it is allowable. AC Connelly noted that the AFPA's response (Attachment 2) was counter to the AFP's position.

AC Connelly suggested that the AFPA meet with AFP Legal to discuss this claim.

AC Connelly acknowledged the AFPA's paper and confirmed that the AFP will address this paper out of session through a discussion between the AFPA and AFP Legal.

s47F noted the financial impact to the AFP through making LSL available to EL employees after 7 years. s47F advised that currently with LSL, actuaries assess when you can access your LSL. Reducing the eligibility period would mean that the liability for payment of LSL would increase and impact on financial costs. He further advised that allowing employees to access LSL after 7 years increases debt, however allows it to be taken earlier.

s47F noted that this may be an incentive for employees to retire earlier.

The AFP will consider the submission put forward by the AFPA further.

Agenda Item 6 – Costings – Reduced accrual of annual leave vs. removal of fitness allowance

s47F referred to Attachment A.

- Costing on removal of the fitness allowance and airline lounge membership

He noted that costings on the removal of the fitness allowance indicate a cost saving of \$28,600 or a 0.053%. Removal of the airline lounge membership would be a cost saving of \$38,722 which equates to 0.072%.

AC Connelly advised that he wanted the fitness allowance to remain in the agreement. He noted that the focus of outcomes from the recent all staff survey will be around

safety and wellbeing of employees. He advised that the AFP want to look at inserting something into the ELEA around how an employee qualifies for the fitness allowance. The AFP would like to encourage more employees to access this allowance.

AC Connelly asked the bargainers if they accepted the costing and whether the bargainers were in agreement on encouraging more employees to access this allowance. He advised that the argument at present is that the current regime is excluding employees from accessing this allowance (due to the qualifying test).

AC Connelly suggested that given that the cost saving for removing the fitness allowance from the ELEA is minimal, that the AFP leaves this allowance in the ELEA and undertakes to conduct a review into how people qualify to receive the fitness allowance. This review will be done outside the bargaining forum.

- Reduced accrual of annual leave to count for superannuation

s47E(c) advised that if we applied this concept to the EL employees, it would cost the AFP \$25,024; noting that this is not a significant cost, however it is contingent on there being no changes in behaviour. He further advised that the cost of this claim would be significant if it were to be applied to the general agreement in due course.

s47F advised that there is a financial cost with this claim, but noted that the AFP will get an additional week of productivity from EL employees.

AC Connelly noted the AFP's concern with reducing employees leave from a health and welfare perspective.

s47E(c) advised that the messages that the AFP have been receiving through the musters and information sessions is that the 5 weeks leave is extremely important to the EL cohort.

s47F noted that the EL employees will still have a choice to reduce the accrual of their annual leave even if it doesn't count toward their superable salary.

AC Connelly noted that if this claim is included in the ELEA, it will not necessarily be included in the EA.

s47E(c) advised that the AFP's position is to maintain the reduced accrual of annual leave not to count as superannuation, so that an employee does not receive an added benefit of reducing their accrual. She further noted that the cost of this claim is \$22,039, based on the employees currently utilising reduced accrual of annual leave.

s47E(c) further noted that this costing is not an accurate costing of what this claim will actually cost the AFP.

AC Connelly noted that natural attrition through retirement is important, and something that the AFP have to consider; noting that the AFP do not want to incentivise people to reduce their accrual of leave for health and welfare reasons.

AC Connelly advised that the AFP need to hear from the bargainers who raised this claim before the AFP move forward with this claim.

Agenda Item 7 – Costings – Removal of accrual of annual and personal leave for unpaid periods of defence leave

AC Connelly referred to Attachment A for the cost saving percentage of removing the accrual of recreation and personal leave from Defence Reserve Service leave. He advised

that if the AFP removes the accrual of recreation and personal leave from Defence Reserve Service leave, this will amount to small cost saving of 0.003% (also reflected in Attachment B).

AC Connelly advised that in terms of the defence leave matter, the inconsistency around the Commonwealth has been raised by the AFP with the Australian Public Service Commissioner. AC Connelly further advised that the Executive would like for the AFP to reach a point of non-accrual of recreation and personal leave for employees while on defence leave. He noted that this is more of a principle issue with any change having an impact on the EA, in that there are some areas where a number of employees take significant periods of defence reserve service leave.

s47E(c) advised that whilst this costing presents a low cost saving, there is a lot more outside of the paid leave component which is not included in the costing presented in Attachment A, due to the difficulty in determining the actual cost.

This issue is to be considered further.

Agenda Item 8 – Costings – Quantum of movement in the pay scale rating percentages

s47E(c) referred to Attachment C and advised that the AFP conducted costings around the potential for an EL stream and the number of current EL2 roles that move over to EL1 roles over the life of the agreement, in terms of the cost and percentage increase.

s47E(c) referred to scenario one of Attachment C and noted the percentage reductions in scenario 1, 2 and 3. As indicated in these costings there could be some good savings based on contingent requirements of reclassifying EL2 roles to EL1 roles. He further noted that the inclusion of an EL1 cohort has not yet been endorsed by the Executive.

The fundamental assumptions are around the package levels of the EL1 employees that are yet to be confirmed. s47E(c) further advised that these costings have been based on a package of \$115,000. This costing is where the AFP will find its productivity.

AC Connelly advised that the AFP's current attrition equates to an estimate of 5 EL employees leaving the organisation per year. He further advised that if the AFP wish to front load the EA, the AFP would provide a pay rise in year one and then no subsequent pay rises in years two and three. This concept may provide an incentive for some of the AFP's retirees, which could see the current attrition rate change markedly; noting that the AFP may not achieve this in the first year of the agreement.

AC Connelly noted that scenario one would be a difficult scenario for the AFP to achieve in the first year of the agreement, noting that scenario 2 (a reduction of 10 roles per annum) may be more achievable for the AFP.

s47E(c) advised that the red sections in the table in Attachment C are the costs to the Charter of Performance increases (movement with the pay scale) s47E(c) further advised that at the productivity workshop, the AFP put forward the concept of amending the PDA increases to 1%, 2% and 3% for a fully effective rating. This concept has been costed and the savings in Attachment C are based on PDA increases of 1%, 2% and 3% and as such, if the PDA increases are changed (increased or decreased), the costings in Attachment C will also change.

AC Connelly asked the bargainers for their thoughts on this claim.

s47E(c) clarified that the costings in red are based on the movement within the pay scale being 1%, 2% and 3% depending on performance, with a 0% base salary increase. s47E(c) further clarified that as seen in the table for year three and four, the cost decreases slightly due to more employees reaching the top of the salary band.

s47F advised that if the AFP identified that there were 20 EL employees aged 53 and over, the AFP could potentially insert 20 EL employees per year as a scenario across the life of the agreement, without the AFP replacing these positions.

s47E(c) noted that in terms of attrition, employees are not leaving the organisation.

s47E(c) advised that the AFP have previously received costings on 13 EL2 employees changing to EL1 employees, or 3.7 EL employees leaving the organisation. s47E(c) further advised that realising either of these costings will pay for a 1.5% pay increase; noting that there are underlying assumptions that need to be met in order to achieve this.

AC Connelly advised that the above concept would change the span of control, noting that the span of control equates to productivity and is measurable in its savings. AC Connelly further advised that the whole AFP restructure to come may present an opportunity for the AFP to realise the above concept.

s47E(c) clarified that the first column in red (salary increase (0% + PDA below top of band) in Attachment C represents employees that are not at the top of the band and are still subject to movement throughout the pay scale. s47E(c) further clarified that the second column in red (top of band payments) is the cost if the AFP provide the employees at the top of the band with an equivalent 1%, 2% and 3% cash payment that does not increase their base salary. The third column in red (total cost increase) represents the calculation of both columns.

AC Connelly advised that if through changing the movements in the pay scale, the measurable saving is reinvested across the whole EL cohort.

s47E(c) advised that the salary increase column in the table in Attachment C reflects the cash payment being a lump sum, not to count toward base salary for superannuation and assumes a 0% base salary increase.

AC Connelly advised that the purpose of this exercise is to identify productivity and cost savings that can be invested into a pay rise; noting that traditionally a pay rise goes into an employee's salary to count for superannuation.

s47F noted that there is a difference between a pay rise and a progression which needs to be clear.

s47F asked if the AFP have looked at the costing for reducing the top of the salary band level through reducing the top of the bandwidth to \$170,000 (for example). s47E(c) confirmed that the AFP has looked at this costing, noting that it is beneficial to the organisation long-term. s47E(c) further confirmed that it will be 9 to 10 years down the track before the cost saving to the AFP would be realised.

s47E(c) noted that the APSC have indicated that they are open to longer turn efficiency gains.

AC Connelly advised that from a fairness perspective, if the EL1 claim is not accepted, the status quo with no base salary increase may be attractive to EL employees. He further noted that there is no pressure from the AFP to reduce EL employees at present.

AC Connelly advised the bargainers that the AFP have a paper in draft in relation to the EL1 cohort and is currently gaging an idea of quantum for each of the portfolios so that the AFP can cost this concept accurately. AC Connelly further advised that the AFP will progress the paper to the Deputy Commissioners and the Commissioner for a penultimate decision (in-principle approval).

AC Connelly will bring the position of the AFP back to the bargainers; noting that the AFP will then be in a position to move forward once the AFP have an in-principle decision on this concept.

Agenda Item 9 – Other Issues

AC Connelly advised the bargainers that s47F abled a paper and the AFP would like to encoura s47F o present some of his ideas to the bargainers, a s47F aised some very valid issues. AC Connelly noted tha s47F id not want this paper to be formally lodged as part of his log of claims.

s47F advised that he was informed that the APSC has loosened up on its costings recently.

s47E(c) raised the issue of costing a reduction in delegations; noting the difficulty of costing this s47E(c) advised that the messaging from the APSC is starting to change but the requirement to adhere to policy has not yet changed.

Agenda Item 10 – Confirmation of next bargaining meeting

AC Connelly advised that the next bargaining meeting is scheduled for Wednesday 29 April 2015 from 13:00 to 16:00.

Con Coutsolitis advised that s47F s to represent the AFPA for the next bargaining meeting with An Li being on leave.

Agenda Item 11 – Close Meeting

Meeting closed @ 10:43

Action Items

- 9.1 The AFP to distribute draft wording for the clause regarding Airline Lounge Membership to bargainers prior to the next meeting.
- 9.4 - AFP to address the AFPA's paper (response to the AFP's position on pro rata LSL at 7 years) out of session.

Attachments

Agenda Item 3 – Action Items Log (9 April 2015)

Attachment A – Costings – Reduced accrual of annual leave vs. removal of fitness allowance

Attachment B – Costings – Removal of accrual of annual and personal leave for unpaid periods of defence leave

Attachment C – Costings – Quantum of movement in the pay scale rating percentages

Attachment 1 – AFPA response to AFP position on Claim 10.a – 10.g of log of claims – 8 April 2015

Attachment 2 – AFPA further response re: claim 5.a Long Service Leave to AFP response – 8 April 2015

**AFP Executive Level Enterprise Agreement Bargaining Meeting
– 4 August 2015**

Attendees:

AFP

Chief Negotiator – AC Mandy Newton

s47E(c)

s47E(c)

s47E(c)

s47E(c)

AFPA

An Li

Polly Walker-Dorras

Independent Bargaining Representatives

s47F

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Apologies

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Minutes

s47E(c)

Minutes:

Agenda Item 1 – Welcome

Meeting commenced @ 10:32am

Agenda Item 2 – Handover of Executive Level Enterprise Agreement (ELEA) bargaining

Assistant Commissioner (AC) Shane Connelly addressed the bargainers and advised that the delay in meeting with bargainers has been due to the AFP awaiting decisions from

Executive in terms of structural reform that may arise out of the Enterprise Agreement (EA).

AC Connelly commended the bargainers on their open and constructive dialogue throughout the bargaining process to date and formally handed over the role of Chief Negotiator to AC Newton.

AC Newton welcomed the group to bargaining and introduced Polly Walker-Dorras (representing the AFPA) to the bargainers.

AC Newton also introduced [REDACTED] s47F to the group who attended as AC Newton's Project Officer.

Agenda Item 3 – Outcome of additional classification (EL1/Inspector) concept

AC Newton addressed the delay since the previous bargaining meeting, and advised that this was a result of consideration being given to the concept of whether the AFP would introduce another level into the Executive Level (EL) cohort. AC Newton noted that this concept has not come to fruition at this time and so need not be considered further in this forum.

AC Newton thanked the bargainers for their patience whilst the viability of this concept was being determined; noting that the AFP may wish to revisit this concept again in the future, depending on operational and leadership requirements.

AC Newton confirmed that this claim put forward by the AFPA (Claim 6(a)1) is off the table for the purpose of negotiations for the ELEA.

Agenda Item 4 – Timeframes for bargaining

AC Newton advised the bargainers that she believes we are now nearing the finalisation of bargaining and the drafting of the agreement. AC Newton further advised that the next steps are as follows:

- The AFP is to send the remuneration proposal to the Australian Public Service Commission (APSC) for approval. The APSC have to approve the proposed draft ELEA, noting that submissions are taking 2-3 weeks at present.
- The APSC may choose to consult with the Department of Finance if required. This may extend the time the remuneration proposal is with the APSC for consideration by another few weeks. The Minister for Justice also has to agree with the position the AFP takes forward to the APSC.
- Once the APSC approve the remuneration proposal, the AFP can discuss the proposal and any potential pay increases with all bargainers.
- AC Newton advised that the AFP have a draft agreement that is well progressed at this stage, and will be discussed further at Agenda Item 8.
- AC Newton advised that once the consideration period commences, that there will be a minimum of 7 days from the date it is released to employees and ending immediately before the start of the voting period.
- Voting commences (noting that there is no minimum voting period, however, the AFP believe around 7 days would be appropriate).
- If a 'yes' vote is received, the agreement will be sent to the Fair Work Commission (FWC) for approval.
- The agreement will commence 7 days from the date that the FWC approve the agreement.

s47F enquired about a potential loosening of the requirements for finding productivity gains that can be offset in full.

s47E(c) confirmed that there is some flexibility with regard to the productivities and offsets that are not realised in the life of the agreement; noting that there is a requirement within the 'narrative' for the APSC and the costings that the productivities and/or offsets will be seen in the outer years of the agreement.

Agenda Item 5 – Action Items Log (4 August 2015)

AC Newton noted that there are three outstanding agenda items on the Action Items log:

Action Item 4.3 – to be discussed at Agenda Item 8 (Draft Agreement).

Action Item 7.1 - to be discussed at Agenda Item 6.

Action Item 8.2 – to be discussed at Agenda Item 8 (Draft Agreement).

Agenda Item 6 – Accessing long service leave after 7 years (Action Item 7.1)

AC Newton advised that the AFP have considered the proposal from the AFPA in regard to recognising pro-rata Long Service Leave (LSL) at 7 years and confirm that given the restrictions in legislation, this is not something that can be considered further by the AFP.

AC Newton further advised that the AFP is bound by Commonwealth legislation regarding LSL which stipulates that a minimum period of 10 years' service is required prior to any recognition of LSL.

An Li asserted that the AFPA's submission is not inconsistent with the provisions of the Commonwealth legislation. An Li further noted that the AFP's response failed to accurately address the submissions of the AFPA's claim and that the claim is more generous than the provisions of the Commonwealth legislation. An Li noted that the AFPA would like the AFP to seek legal advice on this matter and fully respond to the submissions made within this claim.

AC Newton confirmed that the AFP has previously sought legal advice on this matter from AFP Legal, as well as advice from the APSC.

s47E(c) confirmed that the AFP has received the AFPA's position, recognising that the AFP would benefit from introducing this submission into the ELEA. However AFP Legal have reviewed this submission and advised that the *Long Service Leave (Commonwealth Employees) Act 1976* is prescriptive, unlike the minimum entitlement provided in the *Maternity Leave (Commonwealth Employees) Act 1973* or the *Fair Work Act 2009*. He further advised that the AFP have engaged with the APSC who have confirmed the advice provided by AFP legal.

AC Newton noted that the AFPA has the opportunity to engage with the APSC directly to address this submission more broadly. s47E(c) suggested that the AFPA contact the Community and Public Sector Union (CPSU) regarding this matter, noting that the union representative in the law and justice sector may be able to provide their view on the *Long Service Leave (Commonwealth Employees) Act 1976*.

AC Newton confirmed that the AFP have considered this matter extensively and suggested that the AFPA progress further discussions with the CPSU or any other unions representing public servants in relation to seeking agreement on the interpretation of the

Long Service Leave (Commonwealth Employees) Act 1976. AC Newton reiterated that the AFP are supportive of this concept, however the legal advice received by the AFP does not support this claim.

AC Newton asked whether the AFPA would be willing to accept that the claim is no longer on the table for further discussion.

Action Item 7.1 - The AFPA confirmed that they will consider withdrawing this claim (5(a)); noting that they will advise the AFP of their decision at the next bargaining meeting.

Agenda Item 7 – Reduced accrual of annual leave to count for superable salary (Action Item 8.1)

AC Newton noted that in previous bargaining meetings, there was discussion around the possibility of using the cost savings from the removal of the fitness allowance and airline membership to offset the reduced accrual of annual leave to count as salary for superannuation. She confirmed that reduced accrual does not currently count for salary for superannuation and that it was agreed in subsequent meetings that the AFP would not remove the fitness allowance and/or the airline membership.

AC Newton advised that given that there is no identified savings that would enable the AFP to consider this proposal further; this claim is now being removed from the table. The bargainers were asked if there were any further comments on this claim.

s47F asked whether this claim should be removed from the table due to the absence of a productivity offset or due to Comsuper regulations.

s47E(c) advised that it is within our remit to reduce the accrual of annual leave to count for salary for superannuation; however there was no identified offset and it would result in an additional cost to the organisation.

s47E(c) noted the difficulty in foreseeing the savings and/or costs that could be realised through employees opting for a reduced accrual of annual leave to count for salary for superannuation (given that it currently does not count for superannuation).

s47E(c) confirmed that the costings regarding this claim were presented at the previous bargaining meeting.

AC Newton confirmed that the claim made by s47F has now been removed from the table as the AFP is unable to arrive at an agreement for an offset associated with the claim.

This finalises action item 8.1.

Agenda Item 8 – Review of draft agreement

AC Newton referred bargainers to the draft agreement, noting that this agreement is still in draft and by no means is it considered a final document. AC Newton directed bargainers to the areas highlighted in yellow that are yet to be discussed and agreed upon.

AC Newton referred to each provision of the draft agreement and invited the bargainers to make comment on any of the sections.

Section 3 – Parties

An Li advised that the AFPA have concern with this section, noting that the AFPA are of the view that they are entitled to be a party to the agreement. She noted that the AFPA will be submitting a request to become a party to the agreement to the FWC.

AC Newton advised that this issue has been previously discussed and was not agreed upon previously.

Section 9 – Hours of Duty

s47F noted that the wording 'The average of 40 hours includes duty during a meal break', indicates that an employee works during a meal break, rather than their average of 40 hours per week including paid meal breaks.

s47E(c) advised that in the general Enterprise Agreement (EA), the words around hours of duty are as follows:

'Employees will work an average of 40 hours per week, inclusive of an average daily 24 minute paid meal break'

Action Item 10.1 - All bargainers were in agreement with the use of the above words in this provision of the ELEA without reference to the 24 minute requirement.

Section 10 – Unpaid Leave Not to Count as Service

s47F asked whether there would be the inclusion of excess hours going into hours of duty in this agreement.

s47E(c) confirmed that it was agreed in a previous bargaining meeting that this would be placed in policy.

Section 11 – Casual Employment

An Li noted that within this section of the current ELEA, there is inclusion of the sentence *'it is not the intention of the AFP to employ Members or Protective Service Officers as defined under the AFP Act 1979 on a casual basis'* which has been removed from the draft ELEA.

AC Newton confirmed that the removal of this sentence was a recommendation from AFP Legal.

Sections 12.3 and 12.4 - Base Salary Increases

AC Newton advised that the format of these sections in the agreement has been amended to reflect recommendations by AFP Legal. AC Newton also advised that the performance component section has been amended to reflect the actual dates that the increases will take place (i.e. on 1 July of every year for the life of the agreement).

An Li raised concerns about the increases not continuing to apply after the agreement ends.

AC Newton advised that the AFP have continued with performance based payments, due to not having a current agreement in place at the moment, but the intent is that in the new agreement they will only apply on the nominated dates.

AC Newton noted the removal of performance based payments for the Senior Executive, and asked whether bargainers would be open to consideration of introducing an incremental pay point system if an employee meets all of their performance requirements.

An Li noted that the AFPA are in support of this proposition (AFPA claim 6(a)3).

s47F noted that there are intangible savings in amending the Charter of Performance mediation process.

s47F advised that with a 2% incremental increase per year of the agreement, it was previously determined to take approximately 13 years for an employee to move from the bottom increment point in the bandwidth to the top increment point. s47F

s47F asked whether the AFP would consider advancing an employee beyond one single increment point for outstanding performance.

Action Item 10.2 - AC Newton advised the bargainers that the AFP will seek costings around the proposition of introducing an incremental progression system into the ELEA.

All bargainers were in agreement that this proposition is to be considered further at the next bargaining meeting.

Section 12.5 – Additional Remuneration

AC Newton advised that the current ELEA allows for flexibility on whether the additional allowance will count toward an employee's salary for superannuation, noting that this has been applied inconsistently (probably more so in the general EA). AC Newton further advised that given that this is an allowance based on an employee performing a specific role for a specific period of time and is not a permanent allowance, the allowance should exclude superannuation.

No further issues raised by bargainers.

Section 17.2 – Travel Benefits

AC Newton noted that the AFP bargaining team agreed to draft words around airline membership to tighten up the eligibility requirements. This is Action item 8.2.

s47F noted that the words in the draft agreement are significantly different to the form of words proposed in a previous bargaining meeting.

s47E(c) advised that due to the number of absences from the bargaining meeting in which the wording was discussed, the AFP sent the proposed wording to all bargainers for comment, and the consensus was not in favour of the proposed words. s47E(c) also noted that another inclusion in the wording was in relation to leave without pay for a period of 3 months or more, which became difficult in that airline lounge memberships are valid for a 12 month period. s47E(c) further noted that the AFP removed this wording and replaced it with 'The AFP may cease to fund the lounge membership if the Commissioner determines the Employee is no longer required to travel for work-related purposes'.

s47F advised that his suggested wording from the previous meeting was in relation to employees who may be required to deploy on short notice.

s47E(c) noted that the AFP are not removing the airline lounge membership, rather the AFP are recognising employees that the organisation require to travel for business

purposes. She further advised that the position the AFP came to on this provision is that if the AFP does not require an employee to travel, the organisation should not be funding an airline membership for that employee s47F further advised that this position is open to further discussion.

AC Newton advised that the AFP would be willing to amend the wording to something along the following lines:

'If an employee is required to travel while undergoing AFP duty, the employee is entitled to the membership. If an employee's membership ceases whilst they are on leave without pay or another form of leave for which they are not being paid, their airline lounge membership would not be renewed until the employee returned to duty.'

All bargainers were in agreement on the intention of the above.

s47F noted that the fitness allowance has been removed from the draft ELEA.

s47E(c) noted that this provision should be in the agreement and has not been intentionally removed. The AFP will amend accordingly.

Action Item 8.2 – Amend wording to reflect words around cessation of membership where an employee is on leave without pay or another form of leave.

Section 20 – Recovery of overpayments

AC Newton advised that the AFP has added a sentence to this section as follows:

'Nothing in this agreement prevents the AFP from seeking to recover an overpayment through other means'.

As the AFP currently has a variety of methods in which an overpayment can be recovered, this added sentence is just for clarification and confirmation.

Section 21.4 – Annual Leave at Half Pay

AC Newton advised that the AFP have added business rules around the approval of annual leave at half pay, such as maximum allowable leave accruals, minimum approval period and restriction for annual leave at half pay following an approved application for purchased leave.

No further issues raised by bargainers.

Section 26 – Paid Supporting Partner leave

AC Newton advised that the AFP has added that this leave will be forfeited unless taken within the first 3 months as per the original intent of the provision. AC Newton raised concerns with the potential for this provision to limit the value placed on the other partner in caring for a child when the Mother returns to work.

s47F noted that the wording is quite gender specific for this provision.

s47E(c) confirmed that the wording for this provision has been taken from the Fair Work Act.

s47E(c) noted that the language in this provision accommodates same sex couples as well.

s47E(c) noted that this provision provides an additional amount of paid leave to employees and is an enhancement on the unpaid parental leave entitlements that are provided for in the Fair Work Act.

Section 27 - Personal/Carers Leave with Pay

AC Newton advised that the wording of this section is for clarification around the requirement of satisfactory evidence and that it can only be made for current and prospective applications.

s47E(c) advised that s47F originally raised this wording in a previous bargaining meeting, noting discussions that were had around certificates being requested retrospectively.

s47F asked about the wording of 'personal/carers leave'.

It was confirmed that this wording reflects the wording in the legislation, noting that an employee's entitlement can be used for both personal or carers leave (self or family).

s47F noted that section 27.2 should read 'personal/carers leave' as well. s47E(c)

s47E(c) confirmed that the AFP will adjust the wording in this provision of the draft agreement.

Section 27.6 - Referrals for Medical Advice

AC Newton advised that in consultation with the Safety and Protocol portfolio, a section was added regarding the validation of independent assessments engaged by the AFP and an employee's GP where the advice contradicts the other.

An Li noted that the AFPA are still considering the wording of this section. The AFPA will provide further comments at next bargaining meeting.

Section 29 - Defence Reserve Service Leave

AC Newton advised that the additional wording in this provision was added, as agreed by the bargaining parties, that Defence leave in excess of the paid portion does not count for annual or personal leave accrual.

Section 34.3 - Redeployment

AC Newton advised that where an employee is redeployed to a lower classification, the previous salary is maintained for a period of 3 months. AC Newton further advised that where an employee is redeployed to a role that would normally receive a working pattern allowance, the allowance is not paid until the conclusion of the 3 month period. This is to avoid an employee being paid at the EL level, performing a band 7 role but also receiving composite, additional leave and access to overtime, on-call and other entitlements which results in the employee having an increased earning capacity over and above the EL classification.

s47E(c) advised that the 3 month time period has not been agreed to. She further noted that consideration needs to be given to the fact that when an employee is redeployed to a lower classification level, the employee has initially been offered a voluntary redundancy and elected redeployment to a lower classification.

s47F commented on section 34.3 (b) and asked what agreement employees are covered by when transitioned into a lower classification level.

s47E(c) advised that the AFP are looking at transitional provisions, which have not yet been determined, noting that there will be a transitional section in the receiving agreement.

s47F noted that the 6 month time period would be the maximum period he would consider reasonable, noting concerns with the 3 month period for transition in terms of the length of time it would take an employee to adapt to the classification level.

AC Newton suggested a period of 4 months for transition between band levels. The majority of bargainers were in agreement with this time period; however the AFPA proposed a period of 6 months.

An Li commented on the level of fairness in moving from an open ended timeframe to a period of 4 months.

AC Newton noted that all bargainers are in agreement with a time period of 4 months; however the AFPA do not agree with the AFP's position and have proposed a time period of 6 months.

s47E(c) noted that this time period does not affect an employee's salary for superannuation.

Action Item 10.3 - The time period for salary maintenance during redeployment is open for further discussion in the next bargaining meeting.

Section 34.8 – Rate of Payment

AC Newton advised that as discussed, the Rate of Payment section has been reworded regarding part time service. This is Action Item 4.3.

s47E(c) confirmed that the calculations remain the same with regard to this provision; however the wording has been changed to reflect the Fair Work Act.

No further comments on this provision.

Agenda Item 9 – Other Issues

AC Newton welcomed any further discussion prior to the closing of the meeting.

s47F asked about the intention of section 36 (Flexibility Arrangement), noting that the provision appears to constrain flexibility with regard to hours of duty as it can be applied under the Fair Work Act.

s47E(c) confirmed that the wording in this provision is reflective of the wording in the Fair Work Act, noting that the AFP provision is only around flexibility arrangements for 'hours of work'.

s47E(c) advised that where the employee requests a flexible working arrangement and the organisation agrees to that arrangement, the arrangement can be conducted formally through this provision; noting that the employee should be better off overall given that they have requested the flexible working arrangement.

s47F also asked about the proposal he put forward in relation to specialists and any cost saving from this proposal.

AC Newton advised that the AFP are looking to cost the ELEA through a reduction in EL roles overall, and a small saving associated with Defence Reserve Service Leave which will assist with the general EA. She noted that the Executive have been discussing some of the specialist roles that are not supervisory roles.

AC Newton advised that all National Managers have been asked to look at the staffing arrangements within their Portfolios for ongoing savings for the AFP. AC Newton further advised that the AFP are finalising some of the costings at this time based on acknowledgement of the voluntary redundancies within the EL cohort this year and consideration of how many more redundancies the AFP may require to reduce the number of EL roles in the organisation.

s47F asked from what date would the AFP be able to recognise savings.

s47E(c) confirmed that productivity savings can commence from the date on which the AFP issued the notice of employee representational rights (i.e. 21 November 2014).

AC Newton confirmed that EL employees, who have accepted voluntary redundancies this year, which were accrued into financial year 2014/2015, can be utilised as an offset for the ELEA. AC Newton advised that the AFP will seek further figures and costings to offset the agreement.

s47F queried whether there are additional savings generated through the delay in the new ELEA being implemented, given that as of 01 July 2015 a proportion of the EL cohort did not receive a performance based increase.

s47E(c) advised that s47E(c) have indicated that there are some savings due to the delay but he was unsure they could be attributed to ELEA cost savings. The AFP will follow this up.

AC Newton thanked the bargainers for attending the meeting, and asked for any further comments on the draft agreement to be provided to the AFP Bargaining Team within a fortnight from today.

AC Newton advised that the AFP will plan to hold the next bargaining meeting in 3 weeks' time from today.

Agenda Item 10 - Close meeting

Meeting closed @ 11:55am

Action Items

- 10.1 - The AFP to amend draft wording in section 9 in relation to duty during a meal break in accordance with the wording in the EA.
- 10.2 - The AFP to seek costings regarding the proposition of introducing an incremental progression system into the ELEA.
- 10.3 - Discussion on the timeframe for maintenance of salary for employees who are reduced in classification under section 34.3.

Attachments

- Agenda Item 5 - Action Items Log (4 August 2015)
- Agenda Item 8 - ELEA Draft Agreement (4 August 2015)

**AFP Executive Level Enterprise Agreement Bargaining Meeting
– 1 September 2015**

Attendees:

AFP

Chief Negotiator – AC Mandy Newton

s47E(c)

s47E(c)

s47E(c)

AFPA

Polly Walker-Dorras

Con Coutsolitis

Independent Bargaining Representatives

s47F

s47F

s47F

s47F

s47F

s47F

Apologies

s47F

s47F

Minutes

s47E(c)

Minutes:

Agenda Item 1 – Welcome

Meeting commenced @14:30

AC Newton welcomed all of the bargaining representatives to the meeting.

Agenda Item 2 – Endorsement of previous meeting minutes

AC Newton advised that no comments have been received for changes to the minutes for the previous bargaining meeting and so, the minutes were taken to be endorsed.

Agenda Item 3 – Action Items log (1 September 2015)

AC Newton advised that there are three outstanding items on the Action Items log:

Action Item 7.1 – The AFPA to provide a response in relation to Executive Level (EL) employees accessing Long Service Leave (LSL) from 7 years of service and whether the AFPA have considered withdrawing this claim.

Con Coutsolitis advised that the AFPA are awaiting An Li's return before a decision is provided in regard to this claim.

AC Newton requested that the AFPA respond to the AFP with regard to this claim prior to the next bargaining meeting.

Action Item 8.2 – The AFP to draft wording around clause regarding Airline Lounge Membership.

AC Newton advised that as discussed at the previous meeting, the wording around the provision of the airline lounge membership has been drafted as follows:

'Where an Employee is required to travel while undertaking AFP duties, the Employee is entitled to one AFP funded membership of an AFP approved airline lounge. The AFP may cease to fund the lounge membership if the Commissioner determines the Employee is no longer required to travel for work-related purposes. If an Employee's membership ceases whilst they are on any form of leave without pay, the membership will not be renewed until such time as the Employee returns to the workplace.'

s47F advised that s47F also sent through some comments with regard to the draft wording of this clause, noting his agreement with s47F comments. s47F further advised that there is still an opportunity for the airline lounge membership to be restricted with the current draft wording.

AC Newton acknowledged s47F and s47F comments and proposed the removal of the first sentence to this paragraph to be replaced with the following words:

'The Employee is entitled to one AFP funded membership of an AFP approved airline lounge.'

All bargainers agreed with the proposed wording for this clause.

Action Item 10.1 – The AFP to amend draft wording in section 9 in relation to duty during a meal break in accordance with the wording in the EA.

All bargainers were in agreement with the draft wording for section 9 of the ELEA.

Action Item 10.2 – The AFP to seek costings regarding the proposition of introducing an incremental progression system into the ELEA.

AC Newton advised that this Action Item is to be discussed at Agenda Item 4.

Action Item 10.3 – Discussion on the timeframe for maintenance of salary for employees who are reduced in classification under section 34.3.

AC Newton advised that in the previous bargaining meeting, the AFP proposed a salary maintenance period of 3 months; however a period of 4 months was proposed as a more reasonable timeframe. AC Newton advised that this timeframe was acceptable to the AFP.

s47F proposed the idea of providing a one off lump sum payment to an EL employee subject to re-classification with an immediate move to the new terms and conditions of the general Enterprise Agreement as opposed to a delayed period for the lower classification salary to apply.

s47E(c) noted that there may be taxation implications with this proposal s47E(c) s47E(c) added that there may be concerns where re-classification occurs as a result of a substantiated PRS issue.

s47F suggested that the AFP have two separate categories: one for re-classification due to a substantiated PRS finding or performance issue, and another for the workforce adjustment process. s47E(c) confirmed that this is a possibility.

s47E(c) advised that with a lump sum payment, it becomes quite complex when considering composite and other allowances and the way in which the calculations would be conducted. s47E(c) further advised that the AFP will propose a less complicated process at Agenda Item 5.

Agenda Item 4 – Information regarding incremental movement

AC Newton asked the bargainers to refer to draft section 12.3 of the ELEA regarding incremental advancement. AC Newton advised that in the previous bargaining meeting, there was some discussion in regard to introducing an incremental pay point system for the ELEA in line with the Senior Executive and the general EA.

s47E(c) advised that the draft Incremental Advancement provision is intended to replace the movement within the pay scale provision of the current agreement s47E(c) further advised that where an employee performs to the rating of 'Fully Effective' they will increment up the pay scale by one point each year, as well as receiving their base salary increase. s47E(d) further advised that the AFP is unable to provide the bargainers with the costings around this proposition as they are yet to be approved by the Australian Public Service Commission (APSC), noting that the AFP is looking at how many increments is reasonable.

s47E(d) advised that the AFP is of the view that 10 increment points is reasonable; noting that it currently takes an EL employee 5 years to reach the top of the salary band with a rating of 'Outstanding' for all Charters of Performance and 6 years for a rating of 'Fully Effective'.

AC Newton highlighted that if the AFP continues with performance based movement in the ELEA that this will be the only section of the organisation subject to performance based pay increases.

s47F commented on the wording within draft clause 12.3 for Incremental Advancement. s47E(d) proposed the removal of the word 'complete' and 'cycle' from this subsection in clause 12.3.

All bargainers were in agreement with this change.

s47F further noted minor drafting errors. ***The AFP will amend this draft clause accordingly.***

s47F asked whether the AFP can backdate the second and third incremental advancements due to the delay with implementing the new agreement.

s47E(c) advised that this is not possible as it would result in the AFP providing two increases to the cohort within a 12 month period. s47E(c) further advised that the AFP is unable to attribute any savings from the delay in the implementation of the ELEA to the agreement, as per the Australian Government Public Sector Workplace Bargaining Policy.

s47F asked why clause 12.3 has the specific dates of 2016, 2017 and 2018 for the incremental advancements rather than specifying that incremental advancement will occur annually on 1 July (without specifying the years). s47E(c) advised that any further incremental advancement would be subject to a future enterprise agreement.

AC Newton proposed the following wording to replace the current wording in clause 12.3: *'Incremental advancement within the Salary Band will occur 1 July annually'*.

All bargainers were in agreement with introducing an incremental advancement system into the ELEA and with the change in wording to this section proposed by AC Newton.

Agenda Item 5 – Discussion on Section 34.3 and the timeframes for salary maintenance after a reduction in classification

s47E(c) advised that one concept raised by s47F out of session was in regard to which agreement an employee falls under during the salary maintenance period. s47E(c) further advised that the AFP have updated the draft agreement to make this clearer, by outlining that during the 4 month salary maintenance period an employee remains under the ELEA, and after this period, the employee will automatically fall under the terms and conditions of the general EA.

s47F asked about the effect date of the 4 month salary maintenance period and whether the employee is required to perform their general EA role or alternatively, the EL role for the 4 month period. AC Newton confirmed that the re-classifying employee will move to the new role at the lower classification level immediately, but will continue to earn the salary of the EL classification for the 4 month period.

Con Coutsolitis asked about the superannuation implications of this. s47F confirmed that an employee's superannuation for salary cannot be reduced, however as their salary will reduce, the employee may need to recalculate what their contributions will be considering the new salary at the lower classification level.

s47E(c) noted that an employee is initially offered a voluntary redundancy with a first consideration period of 7 days and then a second consideration period of 14 days.

s47E(c) advised that the majority of bargainers were in agreement on the timeframe of 4 months, with the exception of the AFPA who proposed a salary maintenance period of 6 months.

Con Coutsolitis asked whether the AFP would consider 5 months as a salary maintenance period. AC Newton advised that the AFP considered a period of 4 months rather than 3 months at the previous bargaining meeting due to the AFPA's request to increase the period.

AC Newton confirmed that an employee subject to re-classification will go to the National Placement Committee for determination of the role they may move to.

AC Newton asked the bargainers if they would accept a salary maintenance period of 4 months for an employee subject to re-classification.

All bargainers were in agreement with a salary maintenance period of 4 months for the ELEA.

Agenda Item 6 – Review of comments from bargaining parties on draft agreement

AC Newton advised that the AFP has received comments on the draft agreement from s47F and thanked s47F for his comments.

s47E(c) summarised comments as follows, noting that the AFP has accepted many of the suggested changes:

- Incremental advancement – as discussed at Agenda Item 4 today.
- Travel benefits and the Airline Lounge Membership- as discussed at Agenda Item 3 regarding Action Item 8.2.
- Section 28.3 in relation to employees that are medically unfit while on Annual or Long Service Leave – the AFP have separated reference to Annual Leave from Long Service Leave to prevent confusion.
- Defence Reserve Service Leave – The AFP have removed reference to 'calendar year' in the draft agreement and replaced it with 'financial year'. All bargainers were in agreement with this change to provide consistency across the agreement.
- Re-classification and the salary maintenance period – All bargainers have agreed on the salary maintenance period of 4 months as discussed at Agenda Item 5.
- Regarding reduction in classification – the AFP previously included the word 'permanent' in section 38, however, this wording may be interpreted to mean that an employee is reduced in classification indefinitely. As a result, the AFP has changed the wording to 'ongoing' and specifies that there is nothing in this section that prevents an employee from subsequently seeking advancement through a merit selection process.

AC Newton asked the AFPA if they were able to provide any further feedback from their members following the muster that was held during late July.

Polly Walker-Dorras advised that the feedback from the members was predominantly that they wanted an opportunity to view the agreement and provide their views prior to the consideration period commencing.

s47E(c) advised that there is no maximum amount of time for the consideration period; however the minimum requirement is 7 days s47E(c) further advised that a consideration period in excess of 7 days will delay the agreement being endorsed by the Fair Work Commission.

Polly Walker-Dorras advised that the AFPA would like a consideration period greater than 7 days on the basis that the AFPA's membership would like the opportunity to provide feedback on the draft agreement. s47E(c) confirmed that the AFP is unable to change the draft agreement during the consideration period as it will have been approved by the APSC by this point in time.

s47E(c) advised the AFPA that the AFP can send relevant information from the Fair Work Act with regard to the bargaining process.

AC Newton advised that the AFP can summarise the key areas that have changed from the current agreement and send this information to the AFPA to distribute to members; noting that the AFP are happy for the AFPA to sign off on this information before it is distributed.

Agenda Item 7 – Other issues

AC Newton welcomed any open discussion from the bargainers prior to the closing of the meeting.

AC Newton confirmed that the clause regarding fitness allowance has been added back to the draft agreement.

AC Newton advised that an updated version of the draft agreement will be provided to bargainers in the near future.

Agenda Item 8 – Close meeting

Meeting closed @15:10

Action Items

- 11.1 - The AFPA to provide a response with regard to their claim in relation to EL employees accessing LSL from 7 years of service prior to the next bargaining meeting.
- 11.2 - The AFP to amend draft wording in clause 12.3 regarding Incremental Advancement in accordance with Errol Fries comments during the meeting.
- 11.3 - The AFP to provide a summary of the bargaining process with regard to the consideration and voting periods to the AFPA to distribute to their members.

Attachments

Agenda Item 3 – Action Items Log (1 September 2015)

Agenda Item 4 – Incremental Advancement (Draft) 1 September 2015

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**AFP Executive Level Enterprise Agreement Bargaining Meeting
– 2 October 2015**

Attendees:

AFP

s47E(c)

s47E(c)

s47E(c)

AFPA

An Li

Con Coutsolitis

Independent Bargaining Representatives

s47F

s47F

s47F

s47F

s47F

s47F

Apologies

AC Mandy Newton

s47F

s47F

s47F

Minutes

s47E(c)

Agenda Item 1 – Welcome

Meeting commenced @ 9am

s47E(c) welcomed all to meeting. He advised that AC Newton sent her apologies and that she would be delayed due to a conflicting meeting with the Commissioner; he advised that AC Newton is currently performing the duties of the COO.

Agenda Item 2 – Endorsement of previous meeting minutes

It was noted that no comments have been received regarding amendments to the previous bargaining minutes. Bargainers were asked if they wished to comment at this time if not the minutes would be considered as endorsed.

No comments from bargainers present.

Meeting minutes were endorsed.

Agenda Item 3 – Action Items Log

- Action Item 7.1 – *'AFPA to provide a response in relation to EL employees accessing LSL from 7 years of service (timeframe of 2 weeks' time for response)'*

An Li from the AFPA advised that as this was a complex issue and that in the interests of moving ahead, the AFPA withdraw their claim.

Action Item is now considered as finalised.

- Action Item 8.1 – *'AFP to draft wording around clause regarding Airline Lounge Membership'*

It was noted that this action item had been discussed and a resolution agreed upon. Action item will be recorded as finalised in the action items log.

- Action Item 10.1 – *'The AFP to amend draft wording in section 9 in relation to duty during a meal break in accordance with the wording in the EA.'*

It was noted that this action item had been discussed and a resolution agreed upon. Action item will be recorded as finalised in the action items log.

- Action Item 10.2 – *'The AFP to seek costings regarding the proposition of introducing an incremental progression system into the ELEA.'*

This action item has been discussed and agreed upon in principle however at this stage costings cannot be provided. Further consultation to take place once remuneration can be discussed.

- Action Item 10.3 – *'Discussion on the timeframe for maintenance of salary for employees who a reduced in classification under section 34.3.'*

This item was discussed and a period of 4 months was agreed upon. Action item will be recorded as finalised in the action items log.

An Li noted that some of the AFPA members want the AFP to consider the clause to not apply to existing AFP employees. She particularly noted three employees within the Intelligence portfolio.

s47E(c) advised that the agreement will apply to all EL employees however he noted that there may be ability to consider the three individual cases outside of

bargaining. He further noted that at this time these employees had not been declared potentially excess.

An Li advised that the AFPA would be happy to discuss the three individuals outside of formal bargaining.

Agenda Item 4 – Review of changes to draft agreement based on APSC comments

s47E(c) advised that the draft document had been informally forwarded to the APSC for their comments and suggestions. He requested comments and feedback from bargaining parties on amended sections.

- Section 6 – Comprehensive Agreement

Section to be removed. The APSC have advised that this content is in the Fair Work Act (FW Act) so is not necessary to include it in the Agreement.

s47E(c) asked if anyone had concerns with this removal.

An Li questioned the interaction with the modern award and noted that it is currently not finalised.

s47E(c) and s47E(c) advised that the FW Act is clear about the interaction of other applicable agreement and modern awards.

Outcome:

Consensus was given that this section can be removed.

- Section 8 - Definitions
 - Base Salary – definition has been varied due to removal of the additional remuneration section and inclusion of the Individual Flexibility Arrangement section.
 - Immediate Family Member – part d. has been added. This provides recognition of traditional kinship relationships or obligations. This is already part of the definition in the general EA.
 - Individual Flexibility Arrangement (IFA) – included as changes to the IFA section now encompass the former additional remuneration provisions.
 - Satisfactory Evidence – this has been added to clarify what is acceptable in regards to providing evidence when taking personal/carers leave.

Outcome:

Consensus was given that these definitions are appropriate.

- Section 9 – Hours of Duty

The APSC have requested that we add this new wording as the previous wording was restrictive.

'The Commissioner may direct an Employee to work a specific pattern of hours when operational needs require a different pattern to be worked.'

s47E(c) advised that this is about not restricting the Commissioners powers – it is a clarification about the power he currently has.

s47F thought that changing the words to *'when operational needs require it'* would be more suitable.

Outcome:

Consensus was given that use of the words *'when operational needs require it'* was more suitable.

s47E(c) noted that the specification of 24 minutes for the paid meal break had also been added upon APSC recommendation.

Outcome:

Consensus given on the inclusion of a specified time.

- Section 11 – Casual Employment

The AFP have included additional sections that apply to casuals that permit access to unpaid compassionate leave, unpaid personal leave and unpaid community service leave as these are entitlement under the NES.

Outcome:

Consensus given on the inclusion of these additional sections.

- Section 12.2 – Base Salary Increases

s47F asked about the last paragraph of this section where it states no movement beyond the maximum pay point. Would this mean no pay increase for those at the top?

s47E(c) advised that it is hard to discuss this section at this at this point in time as there is currently no ability to talk about salary remuneration. This can be discussed further once the remuneration provisions have been endorsed by the AFP Executive and approved by the APSC and relevant minister.

- Section 12.3 – Incremental Advancement

The paragraph within this section referring to *'a mutual obligation between the Employee and the AFP to address all steps necessary for a timely Charter of Performance to take place'*, has been removed. This was in accordance with advice from the APSC that this does not confer an entitlement on employees and is therefore better placed in policy.

The final sentence has also been varied and the words *'It is expected that an'* were removed. This is to remove the vague nature of the sentence and ensure that employees are aware that Charter of Performance is an obligation.

Outcome:

Consensus given to the above amendments.

s47F noted the sub-section 12.3.c should not be a dot point.

s47E(c) noted that this is correct and is a formatting error and will be corrected.

- Additional Remuneration

This section has been removed. Additional remuneration will be addressed in the IFA section.

- Section 16 - Superannuation

The first paragraph of this section has been removed on APSC advice, as it was considered as too descriptive and was inconsistent with the government bargaining policy. The amendment does not vary any entitlement.

Outcome:

Consensus given on the removal of the paragraph.

- Section 18.1 – General (Travel)

The following words were included '*With the exception of Local Business Travel*' – this is to provide clarification on the extent of the travel provision entitlement.

s47E(c) further noted that we require a definition of 'Local Business Travel' and that this is currently being considered by the AFP. He noted that it would most likely be based on distance.

s47F suggested that the use of the word 'localised' may give less wriggle room than the word travel.

s47F believed it was necessary to include this as clarification for new employees who are not aware about the roll in of the vehicle allowance.

s47E(c) advised that once a definition has been drafted it will be sent to all bargaining parties out of session for comment. **(Action Item 12.1)**

- Section 18.2 – Travel Benefits

The APSC had recommended the words '*as determined by the Commissioner*' be added in regards to approval of official travel.

s47F believed that word 'determined' was not really appropriate and that the sentence was not really clear in its intention as it could be read as the Commissioner determining what was considered an overseas location.

s47E(c) advised that it is about clarification on the approval of official travel. She advised that the AFP will look at this sentence and make its intent clearer.

Outcome:

AFP to provide bargainers alternate wording (Action Item 12.2)

The following sentence was added, as recommended by the APSC, to clarify when a travel entitlement applies: *'This section applies to travel undertaken as official travel associated with an Employee's employment'*.

Outcome:

Consensus given for inclusion of this sentence.

- Section 21 – Recovery of Overpayment

The following words have been included *'or from otherwise making deductions in accordance with the Fair Work Act.'* as recommend by the APSC.

Outcome:

Consensus given on the inclusion of these words.

- Section 22 – Standard Annual Leave

Words have been included around the accrual of annual leave being calculated progressively and credited on a monthly pro-rata basis.

s47E(c) advised that this is how our system currently works now, and was reworded to ensure that how the accrual works is clear to employees and to the Fair Work Commission.

Outcome:

Consensus given on inclusion of these words.

- Section 22.2 – Reduced Accrual of Annual Leave

This sub-section has been removed as it will be able to be accessed under the IFAs.

s47F asked why it was necessary for the section to be removed.

s47E(c) advised that the APSC noted that it is something that should be dealt with in the IFA section. She further clarified that the ability to receive a reduced accrual will still exist.

Outcome:

Consensus was given for removal of this sub-section.

- Section 22.3 – Purchasing Annual Leave

Words have been included that require any employee accessing purchased leave to seek approval.

s47F asked if this should also be done under an IFA.

s47E(c) advised that the AFP will seek further advice on this from the APSC

(Action Item 12.3)

- Section 22.4 – Annual Leave at Half Pay

The APSC recommend some minor changes to the way this sub-section was worded to ensure that the entitlement was clear. The following was added upon APSC recommendation - *'An Employee's Annual leave credits will only be deducted for the First Period'*. This clarifies that an employee is not receiving a reduced amount of leave if leave is taken at half pay and as such is not provide an entitlement less than the NES.

Outcome:

Consensus given on the amendments made to this sub-section.

- Section 22.5 – Requirement to take Annual Leave

The APSC has recommend the following wording – *'The Commissioner will consider the reasonableness of the requirement to take Annual Leave before making such a direction'*. It was indicated that the previous wording could have caused a potential dispute over what is considered as reasonable.

Outcome:

Consensus given to the inclusion of the above words.

- Section 23 – Maternity Leave

Words have been included by the AFP to clarify current entitlements in regards to maternity leave – *'A period of Maternity Leave is not broken or extended by public holidays.'*

Outcome:

Consensus given to the inclusion of the above words.

- Section 28.1 – Accrual (Personal/Carer's Leave with Pay)

As with Annual Leave, the word 'progressively' has been included to clarify the entitlement.

Outcome:

Consensus given on inclusion of these words.

- Section 28.2 – Approval (Personal/Carer's Leave with Pay)

The words Satisfactory Evidence have been included – in reference to the definition. The following sentence has also been added – *'Where an employee does not provide the requested Satisfactory Evidence, any Personal/Carer's Leave will be without pay and treated as an unauthorised absence.'*

s47F asked if a statutory declaration can be used. He advised that the definition of Satisfactory Evidence indicates that it can't be.

s47E(c) advised that the current statutory declaration arrangements are outlined in policy and require prior approval. This means ringing and obtaining approval to use a statutory declaration prior to submission.

Outcome:

The AFP will check the interaction of policy with statutory declarations. (Action Item 12.4)

- Section 28.4 – Personal Carer’s Leave without Pay

Clarification has been added that the periods of Personal/Carer’s Leave without Pay will not count for service in excess of 30 days in a 12 month period, unless it is required by legislation.

Outcome:

Consensus given on the inclusion.

- Section 29.1 – Paid Compassionate Leave

The compassionate leave section has been split into paid and unpaid sub-sections – this is to cover casual employees as required under the NES.

Outcome:

Consensus given to the separation of compassionate leave to paid and unpaid sub-sections.

- Section 29.2 – Unpaid Compassionate Leave

Included to cover casual employees as per the NES.

Outcome:

Consensus given to this inclusion.

- Section 31 – Community Service and Jury Service Leave

This section has been amended to ensure that eligible employees are aware they can access unpaid community service leave and also request, if on annual leave and required to utilise community service leave, that annual leave is re-credited.

s47F noted that the last sentence would benefit from the word ‘it’ being added. It would read – ‘Annual Leave may be re-credited to the extent of the period of Community Service Leave should the Employee request it.’

Outcome:

Consensus was given to this amendment and also to the addition of the word ‘it’.

- Section 33 – Public Holidays/Christmas Stand Down

The APSC advised that we remove the reference to Public Service Holiday as this is not legislated. Wording had been changed to – ‘*an additional day, to be observed as a public holiday on the first working day after the Boxing Day public holiday*’

Outcome:

Consensus given to this amendment.

- Section 37 – Individual Flexibility Arrangement (IFA)

This section has been amended to reflect the FW Act provisions as they are relevant to the AFP.

s47F asked if these arrangements were going to be like AWAs and are they made know to all employees.

s47E(c) advised that the amendments will be more like additional remuneration and as such it will be an arrangement between the employee and the AFP and will not be made public. She further advised that there are some requirements around approval by the Remuneration Committee where an employee requests approval for variation of allowances and/or leave.

Outcome:

Consensus on the amendments to this section and correction of spelling and formatting.

- Section 40 - Consultation

The APSC advised that the model clause be included in its full written format.

s47F as not sure that the numbering and formatting was consistent with the rest of the agreement. He also asked if it was necessary to have the words from the Act in the agreement or if we could just reference the model clause.

s47F suggested that the clause be boxed to remove any concern around formatting.

s47E(c) advised that the AFP can consider this further, however it was expressed by the APSC that these words should be included. She noted that this was due to undertakings being given by the Fair Work Commission as they were not satisfied with the wording of the agreement and it wasn't the model term.

Outcome:

The AFP will further consider this inclusion but for now will leave the full written format of the model clause in the agreement. Clause was boxed.

- Section 41 – Dispute Resolution

As per the consultation section, the APSC has advised that the model clause be included in its full written format.

Outcome:

The AFP will further consider this inclusion but for now will leave the full written format of the model clause in the agreement. Clause was boxed.

- Section 42 – Higher Duties

This section has been included to allow the transition of higher duties from calendar year to financial year.

Outcome:

Consensus given for inclusion.

- Section 43 – Incremental Advancement

This section has been included to allow transition from current base salary to incremental salary points.

s47E(c) noted that the bargainers will have a better idea once actual increments are able to be provided.

Outcome:

Will be considered further once remuneration can be discussed.

- Section 44 – Defence Reserve Service Leave

This section has been included to allow the transition of defence leave from calendar year to financial year.

Outcome:

Consensus given for inclusion.

s47E(c) advised that the AFP would appreciate any further comments on the document via email. He reiterated that the APSC advice was given via an informal review of the document by them and formal review is still required.

Agenda Item 6 – Other Issues

s47E(c) advised that the remuneration side of the bargaining was still being considered by the AFP Executive. He noted that the AFP Bargaining team have been working with the CFO portfolio in this regard. At the moment we are waiting on a response from our financial consultants on some questions regarding the costing model. Once endorsed by the CFO and given the go ahead by the Commissioner it will be sent to the APSC for review and approval will be sought from the relevant minister.

s47E(c) further advised that another bargaining meeting will be held, once we have formal and final sign-off to discuss remuneration quantum.

He asked if there were any other issues that people want to raise.

No issues were raised by the bargaining parties.

Agenda Item 7 – Close Meeting

s47E(c) passed on the apologies of AC Newton who was unable to attend the meeting.

Meeting closed 10:02am

Action Items

- 12.1 Definition of Local Business Travel. This will be sent to the bargaining parties out of session for comment.
- 12.2 Alternate wording to be provided to better clarify the intent of the following paragraph – *‘Where an Employee travels to a location outside of Australia, as determined by the Commissioner, they will be eligible for Premium Economy class of travel (where available) for the international leg/s associated with the travel and any domestic leg/s outside of Australia undertaken as part of the continuous journey to the Employee’s primary destination.’*
- 12.3 The AFP to seek advice from the APSC regarding Purchased Leave being accessed through IFA entitlements.
- 12.4 Check the interaction of statutory declarations with the definition of Satisfactory Evidence.

Attachments

Draft ELEA – 2 October 2015

Agenda Item 3 – Action Items Log (2 October 2015)

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**AFP Executive Level Enterprise Agreement Bargaining Meeting
– 7 December 2015**

Attendees:

AFP

AC Mandy Newton

s47E(c)

s47E(c)

AFPA

Con Coutsolitis

Independent Bargaining Representatives

s47F

s47F

s47F

Apologies

s47F

s47F

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Minutes

s47E(c)

Agenda Item 1 – Welcome

Meeting commenced @ 11am

AC Newton welcomed all to the meeting.

Agenda Item 2 – Endorsement of previous meeting minutes

It was noted that no comments have been received regarding amendments to the previous bargaining minutes. Bargainers were asked if they wished to comment at this time, if not, the minutes would be considered as endorsed.

No further comments from bargainers present.

Meeting minutes were endorsed.

Agenda Item 3 – Action Items Log

Outstanding Action Items

Action Item 10.2 – Introduction of incremental advancement model.

AC Newton advised that this action item will be discussed at Agenda Item 4 of this meeting.

Finalised Action Items from previous meeting.

Action Item 12.1 – Definition of Local Business Travel.

AC Newton advised that consensus was reached, out of session, on the inclusion of the definition – reads as follows:

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

Action Item is now considered as finalised.

Action Item 12.2 – Alternate wording provided to clarify the intent of section 16.2 (second paragraph).

AC Newton advised that a consensus was reached, out of session, on this paragraph being amended as follows:

'As approved by the Commissioner, where an Employee travels to a location outside of Australia, they will be eligible for Premium Economy class of travel (where available) for the international leg/s associated with the travel and any domestic leg/s outside of Australia undertaken as part of the continuous journey to the Employee's primary destination.'

Action Item is now considered as finalised.

Action Item 12.3 – APSC advice around the provisions of Purchased Leave being accessed via an IFA.

AC Newton confirmed the APSC's advice that this should remain as an expressed entitlement and not be considered as part of an IFA. AC Newton also confirmed that the APSC advised that Reduced Accrual of Annual Leave should also be an expressed entitlement and as such, this section has been reinstated within the draft agreement.

Action Item is now considered as finalised.

Action Item 12.4 – Interaction of statutory declarations with the definition of Satisfactory Evidence.

AC Newton noted that the current definition does not permit the use of statutory declarations. AC Newton advised that out of session consideration raised no concerns around the definition remaining as is and restricting the use of statutory declarations.

Action Item is now considered as finalised.

Agenda Item 4 – Remuneration Quantum

AC Newton advised that Commissioner Colvin has endorsed a pay rise quantum of 2% for each year of the Agreement (over three years). AC Newton further advised that the pay rise quantum has also been approved by the Australian Public Service Commissioner and is put forward for consideration of bargaining parties for discussion. She advised that there would be a reduction of 12 EL FTE in order to fund the proposed pay rise quantum.

AC Newton invited the independent bargainers to comment on the above proposed quantum.

s47F queried whether the required reduction of 12 FTE was per year of the agreement or over the life of the agreement.

AC Newton confirmed that the required reduction in 12 FTE is the total number required to be reduced over the life of the agreement.

s47F enquired about how an employee transitions to the incremental advancement structure.

s47E(c) confirmed that the transitional arrangements are detailed in the draft agreement and advised that on the date of commencement of the proposed EEA, employees will receive a 2% pay increase on their current salary, with no further movement (to the incremental advancement structure) until 1 July 2016.

s47E(c) advised that individual movement will depend on where each Executive Level employee currently sits within the salary bandwidth. She further advised that the average movement in increment is 2.8%.

s47F asked whether the pay increases will be backdated.

AC Newton confirmed that in accordance with the Australian Government Public Sector Workplace Bargaining Policy, the AFP is not legally authorised to backdate pay increases.

AC Newton advised that this quantum (2% each year) was the best possible outcome for the new EEA.

s47F enquired about what affect the proposed quantum pay increases will have on the general EA.

AC Newton confirmed that it is difficult to determine what the savings would need to be if the AFP were to offer a similar quantum pay increase for the general EA, noting that this will be the expectation for Band 1 – 8 employees. AC Newton advised that for this reason, the AFP will need to communicate that this offer is a result of changes to the Executive Level span of control and reductions in FTE for the Executive Level cohort.

AC Newton invited any further discussion from the bargaining representatives regarding the draft EEA.

s47F asked if the requirement to reduce by 12 FTE (through offers of voluntary redundancy) will need to be finalised before the proposed agreement commences.

AC Newton advised that the AFP will be working on this reduction concurrent to implementing the new proposed EEA; noting that the AFP would like to issue formal offers of voluntary redundancy to recipients as soon as possible.

Agenda Item 5 – Draft Agreement – changes made since last meeting

AC Newton referred to the following sections, noting that they have been varied since the draft provided at the 2 October meeting. She advised that the changes are generally minor, such as section numbering, with no change to entitlements or provisions or varied in accordance with a request from the APSC to ensure compliance with Government policy.

AC Newton referred to the below changes within the draft ELEA and invited bargaining representatives to raise any issues or concerns that they had regarding any of these changes.

s47F raised concern with section 26.2 regarding the approval of Personal/Carer's Leave with Pay where the section refers to the requirement for an Employee to provide 'Satisfactory Evidence'. He noted that the removal of the following sentence may be contentious: *This request can only be made for contemporaneous and/or prospective Personal/Carer's Leave applications* as this has been discussed during bargaining and agreed upon.

s47E(c) confirmed that the APSC have requested that the AFP remove this sentence from this section of the agreement as it is restrictive to management and as such, is not in line with the Government policy.

AC Newton confirmed that the AFP will remove this sentence from this section in accordance with advice from the APSC.

s47E(c) confirmed that the AFP will commit to ensuring that this is included in the ELEA policy document.

Below is a summary of the changes made to the agreement:

Section 6 – Delegation

Suggested change to wording by AFP Legal so it reads more fluidly (previously referenced section and sub-section for IFAs).

Section 7 – Definitions

- Inclusion of a definition for 'Designated public holiday' (recommend by AFP Legal)
- Amendment to definition of Immediate Family in the removal of 'Member of household' – removed as it is referred to in the relevant leave sections where a 'Member of household' is applicable. (recommended by AFP Legal)
- Inclusion of definition for 'Localised Business Travel' (as discussed in Agenda Item 3 – Action Item 12.1).

Section titled 'Unpaid Leave' was removed, based on advice from AFP Legal, as the contents of this section are addressed in other sections of the agreement.

Section 8 – Hours of Duty

- Inclusion of a specified time period for the daily paid meal break – this was recommend by the APSC and discussed, and consensus given, at the previous bargaining meeting.
- Inclusion of the words 'other reasonable additional hours (which may include)' – recommend by AFP Legal as better clarification of intent.

Sub-Section 10.2 – Base Salary Increases

Varied from *'has reached the maximum increment'* to *'exceeds the maximum increment'* – more accurate wording.

Sub-Section 10.3 – Incremental Advancement

Inclusion of the words *'and has been rated as underperforming over the assessment period'* – provides additional clarification on the requirement.

Sub-Section 16.1 – General (Travel)

Inclusion of the word *'Localised'* in place of *'Local'* – better represents the intent of the section.

Sub-Section 16.2 – Travel Benefits

Rewording of second paragraph (as discussed in Agenda Item 3 – Action Item 12.2)

Section 18 – Use of Own Vehicle

Inclusion of the word *'Localised'* in place of *'Local'* – better represents the intent of this provision.

Section 19 – Recovery of an Overpayment

Removal of reference to the *'Fair Work Act'* and inclusion of the word *'legislation'* – advised by the APSC that other legislation is relevant and only referencing the Fair Work Act would be considered restrictive.

Section 20 – Standard Annual Leave

Inclusion of the actual rate of deduction – suggested by AFP Legal.

Sub-Section 20.2 – Reduced Accrual of Annual Leave

Inclusion of words around the NES requirement for minimum leave standards – provides better clarification of the entitlement.

Sub-Section 20.3 – Purchasing Annual Leave

Inclusion of words to clarify the inability to take Purchased Leave at half pay.

Sub-Section 20.4 – Annual Leave at Half Pay

c. has been reintroduced to ensure that employees are fully aware of payment rates over the leave period – recommended by AFP Legal.

Section 24 – Unpaid Parental Leave

Inclusion of the word *'Unpaid'* – clarification of the leave type.

Section 25 – Paid Supporting Partner Leave

- Reworded to better clarify intent of the entitlement.
- Inclusion of the word *'working'* to clarify that leave only applies to working days.

Sub-Section 26.2 – Approval (Personal Carer's Leave with Pay)

The APSC has advised that we must remove the following sentence:

'This request can only be made for contemporaneous and/or prospective Personal/Carer's Leave applications.'

The APSC advised that this sentence is considered as restrictive to management and as such is not in line with the Government policy.

Section 31 – Community Service and Jury Service Leave

Removal of second paragraph regarding Unpaid Community Service Leave – APSC advised that this was restrictive and as such is not in line with the Government policy. Community Service Leave provisions are provided for under the Fair Work Act.

Section 33 – Re-crediting of Leave

The sub-section titled '*Medically Unfit while on Annual Leave or Long Service Leave*' has been retitled '*Re-crediting of Leave*' and branded as an independent section. The amendment was due to the nature of the section being not only related to an employee who is medically unfit but to all possible scenarios where an employee could be re-credited leave.

Section 34 – Public Holidays/Christmas Stand Down

- The word '*designated*' has been included for clarification.
- That last two paragraphs have been included to provide better clarification on what occurs in regards to a requirement to be absent on a public holiday and what occurs if you are on approved Annual Leave or paid Personal/Carer's Leave.

Section 36 – Workforce Adjustment

Inclusion in point c. of the following words - '*and the Commissioner has determined that these provisions will apply to the Employee*' - this is to provide additional clarification on the application.

Sub-Section 36.2 – Declaration of Excess Status and Voluntary Redundancy

Correction of sub-section reference.

Sub-Section 36.3 – Voluntary Redundancy Payment

First paragraph has been moved from sub-section 36.1 – no change in wording. AFP Legal suggested it was more relevant to this sub-section.

Sub-Section 36.6 – Support during Notice Period

Clarification on the length of the notice period.

Section 39 – Part-Time

Inclusion of a section on Part-Time Employees. Recommended by AFP Legal to provide better clarification on Part-Time entitlements, remuneration etc.

Section 42 – Consultation

Any reference to 'employer' has been replaced with 'AFP' – recommended by AFP Legal. Any reference to 'clause' had been replaced with 'section' – recommended by AFP Legal as it is use of terminology consistent with the agreement.

Section 43 – Dispute Resolution

Any reference to 'employer' has been replaced with 'AFP' – recommended by AFP Legal.

Section 45 – Incremental Advancement

Removal of the words 'equal to the maximum increment' replaced with 'or greater than the maximum increment' - more accurate wording.

All bargainers were in agreement with the changes to the draft agreement.

Agenda Item 6 – Next Steps

AC Newton advised that the next step in the process will be for the AFP to formally commence the Access Period, under the Fair Work Act the minimum Access Period is seven days, during this period all Executive Level employees are provided with the draft

agreement. She advised that the Access Period is the Executive Level employee's time to review and consider the document with the ability to ask any questions they may have. AC Newton further advised that following this period, the AFP will immediately go to vote, noting that at this stage, we intend to hold voting over a five day period.

AC Newton advised that if the agreement receives a majority vote (50% + 1 vote) the AFP will progress with lodging the agreement with the Fair Work Commission, however, if it receives a no vote then the AFP will re-commence bargaining in the New Year.

s47F asked whether the AFP is considering further reductions beyond the required 12 FTE at this stage.

AC Newton advised that the AFP will consider whether the organisation can afford to lose any further positions, or discontinue funding any positions (e.g. overseas based positions). She confirmed that the AFP intends to have the agreement put to a vote prior to the Christmas stand down.

s47E(c) advised that there is no minimum timeframe required for the voting period, however the AFP are of the view that five days would be a reasonable timeframe.

Con Coutsolitis enquired about how the vote will occur.

s47E(c) confirmed that the vote will be conducted online (as all Executive Level employees having access to the Internet), with the EA Bargaining Team gathering alternate email addresses for employees who will be on leave prior to the end of the calendar year and during January 2016. He advised bargainers that it is the AFP's intention to have the new ELEA lodged with Fair Work by 24 December 2015.

Agenda Item 7 – Other Issues

AC Newton invited the bargaining representatives to raise any further issues that they would like to discuss.

s47F enquired as to whether there are any issues/topics that cannot be discussed when the bargaining representatives are updating the employees that they represent.

AC Newton confirmed that quantum is not to be discussed with employees until after the Access Period commences.

Agenda Item 8 – Close Meeting

Meeting closed @ 11:23am.