



**AFP**  
AUSTRALIAN FEDERAL POLICE

# **AUSTRALIAN FEDERAL POLICE ENTERPRISE AGREEMENT**

2017 - 2020



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## **PART I - INTRODUCTION**

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### **1 Background**

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

### **2 Title**

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

### **3 Parties**

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

### **4 Dates of Operation**

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

### **5 Application of the Agreement**

- (1) This Agreement covers and applies to all AFP Employees engaged under section 24 of the AFP Act with the exception of those who are:
  - (a) SES Employees;
  - (b) covered by the *Australian Federal Police Executive Level Enterprise Agreement 2016-2019*;
  - (c) deployed overseas under section 40H(1) of the *Australian Federal Police Act* and where a determination under section 40H(2) of that Act is in place (except for those Employees engaged in External Territories); or
  - (d) special members of the AFP appointed under section 40E of the *Australian Federal Police Act*, with the exception of those special members who were Employees of the AFP before being declared a special member.

### **6 Delegation**

- (1) The Commissioner may, in writing, delegate any of the Commissioner's powers or functions under this Agreement other than under this section or in relation to an Individual Flexibility Arrangement which varies an Employee's entitlements to remuneration, allowances or leave or sub-sections 11(15), 17(6), 17(8), 17(9), 17(11) and 20(1).

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

## 7 Salary Increases

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

## 8 Definitions

- I **2012 Agreement** means the Australian Federal Police Enterprise Agreement 2012-2016.
- II **The AFP Act** means the *Australian Federal Police Act 1979* (as amended from time to time).
- III **AFP** means the Australian Federal Police.
- IV **AFP Employee** means an employee engaged under section 24 of the AFP Act.
- V **Afternoon Shift** means as a normal pattern of attendance of eight hours or more where an Employee ceases duty between 1900-0200 hours.
- VI **Air Security Officer** means an Employee who:
  - (i) has a current Air Security Officer qualification; and
  - (ii) is required to undertake Air Security Officer duties on board an aircraft on a full-time basis.
- VII **Australian Federal Police Regulations** means the *Australian Federal Police Regulation 1979 (Cth)* (as amended from time to time).
- VIII **Bandwidth** means the hours within 0600-2000 Monday to Friday; excluding Designated Public Holidays and are applicable only to Employees assigned to the Support working pattern.
- IX **Base Salary** means the Salary Band and Increment Point against which an Employee is remunerated and, except for the calculation of higher duties allowance, does not include any allowances in Part VI of this Agreement.
- I **Base Salary Hourly Rate** means a payment in accordance with the following formula:  
$$(\text{Base salary} \times 12/313)/80$$
- X **Casual Employee** means an Employee engaged on a casual basis to perform work that is intermittent or irregular in nature.
- XI **Classification Structure** means the eight Salary Band levels to which the AFP applies work level standards and sets associated performance expectations (with the exception of the Technical Specialist Framework classification).
- XII **Commencement Date** means the date on which this Agreement comes into operation, in accordance with section 4.

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

- XXXII **Merit** (including “Merit Principles”) means ensuring all eligible people are provided an opportunity to apply for existing vacancies, and that any employment decisions are transparent and based on a fair assessment of the applicant’s ability to perform a role and is consistent with Regulation 3 of the Australian Federal Police Regulations.
- XXXIII **Member** means an AFP Employee in respect of whom a declaration under section 40B of the AFP Act is in force.
- XXXIV **Minimum Rest Period** means a period of time during which an Employee is not required to perform duties and during which the period of rest does not count towards a Three Month Averaging Period or Roster Period. However, where an Employee has been directed to Stand Down to receive a Minimum Rest Period, the period of Stand Down counts towards a Three Month Averaging Period or Roster Period.
- XXXV **National Employment Standards** has the same meaning given by section 61 of the Fair Work Act.
- XXXVI **Night Shift** means any normal pattern of attendance of eight hours or more, where more than two hours of the rostered shift or scheduled attendance occurs between 0000 and 0600 hours.
- XXXVII **Normal Working Hours** has the meaning given in section 16 of this Agreement.
- XXXVIII **Operational Requirement/s** refers to the requirements of the role of an AFP Employee and any direction to perform other duties.
- XXXIX **Ordinary Time** means hours that are worked and recorded at single time based on an averaged 40 hour week (which comprises 38 ordinary hours of work plus two reasonable additional hours).
- XL **Overtime** means time worked in addition to an Employee’s Normal Working Hours.
- XLI **Overtime Rate** means a payment in accordance with the following formula:  

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



- XLVIII **Satisfactory Evidence** means a certificate from a registered health practitioner for the purposes of Personal/Carer's Leave (excluding non-medical unexpected emergencies).
- XLIX **SES Employee** means an Employee declared as a Senior Executive AFP Employee under section 25 of the AFP Act.
- L **Soft Barrier** means a point within a broadband where successful assessment against relevant criteria is required prior to further incremental salary advancement.
- LI **Stand Down** means a period of Ordinary Time an Employee is not required to work that counts towards a Three Month Averaging Period or Roster Period in accordance with section 22 of this Agreement.
- LII **Supervisor** means a person who carries the responsibility for the supervision of one or more Employees, including the monitoring of attendance and performance.
- LIII **Technical Specialist** has the meaning given in Part III of this Agreement.
- LIV **Technical Specialist Framework Classification Structure** means the salary band levels to which the AFP applies work level standards and sets associated performance expectations for Technical Specialists.
- LV **Three Month Averaging Period** means four annual periods, inclusive of all calendar days, from:
- (i) 1 March up to and including 31 May;
  - (ii) 1 June up to and including 31 August;
  - (iii) 1 September up to and including 30 November; and
  - (iv) 1 December up to and including the last day in February.
- LVI **Weekend** means any Saturday and Sunday from 0000 hours Saturday to 2400 hours Sunday.
- LVII **Weekend Worked** means that no less than four hours has actually been worked during a Weekend but does not include any hours paid at the Overtime Rate or worked during a recall to duty.
- LVIII **Working Day** means:
- (i) For the Support working pattern – Monday to Friday, unless there is an agreed Individual Flexibility Arrangement, inclusive of Designated Public Holidays and any approved leave.
  - (ii) For the Operations and Rostered Operations working pattern – unless there is an agreed Individual Flexibility Arrangement, any day an Employee is scheduled to work Normal Working Hours inclusive of Designated Public Holidays and any approved leave.

## **9 Remuneration Structure**

### ***Salary on Commencement in a New Salary Band***

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

### ***Salary Increments***

- (5) Progression within a Salary Band will occur annually on the anniversary date of the Employee's previous advancement, engagement at, or assignment to, the relevant Salary Band. For the purposes of this sub-section the current Performance Development Agreement will need to be at the 'agreement signed' stage and the previous Performance Development Agreement will need to have a minimum rating of 'fulfilled'.
- (6) Incremental advancement will be delayed where:
  - (a) an Employee has not participated in the AFP's Performance Development Agreement process as outlined in section 63 of this Agreement;
  - (b) an Employee has a Performance Development Agreement rated as 'underperforming', until such time as the Employee's performance is rated as 'fulfilled'; or
  - (c) an adverse Professional Standards finding under Part V of the AFP Act, in relation to a category three conduct issue or a corruption issue has been made and the Commissioner has made a determination that the appropriate action in relation to the finding is to defer the incremental advancement for a period of time not exceeding 12 months.

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

## **10 Classification Structure**

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

## **11 Broadband and Advancement Arrangements**

### ***Broadbands***

- (1) A broadband is the combination of two or more Salary Bands into a single, broader designation. Broadbands are either:
  - (a) specified in Attachment B; or
  - (b) created by the Commissioner after the commencement of this Agreement, subject to the requirements in sub-section 11(6) below.
- (2) An Employee can only access one broadband arrangement at any one time.
- (3) In accordance with section 63, movement through any broadband is subject to an Employee participating in the AFP’s Performance Development Agreement process and achieving a rating of ‘fulfilled’ or higher in an Employee’s Performance Development Agreement in the preceding 12 months.
- (4) There is no ability for an Employee who is assigned to a position within a broadband to perform higher duties or gain a promotion or advancement within the broadband they are assigned.
- (5) Entry into a broadband will be at the minimum Salary Band and Increment Point of the relevant broadband. An Employee may be eligible to commence at a higher Increment Point within the broadband if determined appropriate by the Commissioner.

### ***Creation of a Broadband***

- (6) The Commissioner may approve the creation of a broadband structure during the life of this Agreement subject to the following conditions:

- (a) a broadband created under this Agreement operates according to its terms as if it is part of this Agreement;
- (b) eligibility to access the broadband will be subject to an appropriate advancement strategy being developed; and the creation of a broadband is to be consistent with the AFP Salary Bands, associated work level standards and Merit Principles.

***Advancement within Broadbands***

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

***Advancement across a Soft Barrier***

- (12) Advancement across a Soft Barrier will be subject to:

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

***Advancement across a Firm Barrier***

- (13) Advancement across a Firm Barrier within a broadband will be subject to:
  - (a) the rating of an Employee's performance (including behavioural aspects) as fulfilling or exceeding the requirements of the Employee's Performance Development Agreement; and
  - (b) adherence to the AFP Core Values and the AFP Code of Conduct as indicated by an Employee's Professional Standards history; and
  - (c) the completion of specified training or acquisition of specified qualifications; and
  - (d) any additional formal assessment as required by a panel or committee responsible for the assessment of an Employee's skills, capabilities and performance.
- (14) Advancement across a Firm Barrier within a broadband may be subject to job availability.

***Existing Broadbands***

- (15) The Advancement Arrangements (as at the Commencement Date of this Agreement) specific to the existing broadband structures will not be varied over the life of this Agreement unless consistent with the variation provisions contained in the relevant arrangement. The existing broadband arrangements are detailed in Attachment B.

## **12 Casual Employment**

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

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

### **13 Entry Level Programs**

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

- (b) be appointed at a higher Increment Point than the minimum Increment Point within their current Salary Band; or
- (c) be assigned to a role at the minimum Increment Point, but one Salary Band higher than the Employee's commencement salary.

## **14 Flexible Remuneration Packaging (Salary Packaging)**

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

## **15 Superannuation**

- (1) Where the AFP is obliged to make superannuation contributions in compliance with such legislation, those contributions will be paid into a complying superannuation fund as notified by the Employee.
- (2) Where an Employee fails to nominate a complying superannuation fund, superannuation will be paid to the AFP's default fund, the Public Sector Superannuation Accumulation Plan (PSSap), unless the Employee is eligible to be a member of the Public Sector Superannuation Scheme (PSS) or the Commonwealth Superannuation Scheme (CSS), in which case the AFP will make contributions in accordance with the rules of that fund.
- (3) A minimum employer contribution of no less than 15.4% will apply to PSSap funds.
- (4) Where an Employee has chosen an accumulation fund other than PSSap, the employer contribution will be on the same basis and at the same percentage of the fortnightly superannuation contribution salary as that required for members of PSSap subject to the contribution not being less than 15.4%. This will not be reduced by any contributions made through salary sacrifice arrangements. This section does not apply where a superannuation fund cannot accept employer superannuation contributions.
- (5) Employer superannuation contributions will not be paid on behalf of an Employee during periods of unpaid leave that do not count as service, unless otherwise required under legislation.
- (6) The Commissioner may limit the superannuation funds to which an Employee may choose to have employer superannuation contributions made to, if those funds do not:
  - (a) allow the AFP to make a superannuation contribution for the benefit of the Employee by means of an electronic funds transfer; and
  - (b) accept a remittance advice in the form preferred by the AFP.

## **PART III - TECHNICAL SPECIALIST FRAMEWORK**

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

### ***Engagement or Assignment within the Technical Specialist Framework***

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



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

### ***Movement between a Broadband and a Technical Specialist Role***

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

### ***Hours of Duty***

- (14) An Employee in the Technical Specialist Framework will adopt a pattern of attendance that meets the demands of the role and which is consistent with the attainment of business objectives established through the Employee's Performance Development Agreement.
- (15) The required hours of work for an Employee in the Technical Specialist Framework will be 40 hours per week as averaged over a 12-month averaging period. The 40 hours of work per week consists of 38 ordinary hours of work, plus two additional hours, which comprise of a daily paid meal break of 24 minutes.
- (16) The level of remuneration that an Employee receives in the Technical Specialist Framework reflects an expectation that the Employee may be required to work outside of the hours of 0800-1600 Monday to Friday without further remuneration.

### ***Remuneration in the Technical Specialist Framework***

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

### ***Higher Duties***

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

### ***Exclusions***

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

## **PART IV - ATTENDANCE AND ORGANISATION OF WORK**

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### **16 Hours of Attendance**

- (1) An Employee's Normal Working Hours will be:
  - (a) 38 ordinary hours per week; and
  - (b) not less than two reasonable additional hours per week.
- (2) Accordingly, an Employee will work an average of 40 hours per week, inclusive of 38 ordinary hours of work, plus two additional hours, which comprises a daily paid meal break of 24 minutes. An Employee is considered to be on duty during a meal break. A meal break should be taken, wherever possible, between each fourth and fifth hour of continuous duty.
- (3) Where an Employee is performing shift work or an extended pattern of attendance and works in excess of nine continuous hours, the Employee will be entitled to a second meal break, between each fourth and fifth hour of duty after each previous meal break.
- (4) An Employee will not be required to work less than eight hours for each normal or rostered occurrence unless an agreement exists between the Employee and the Supervisor. This requirement does not apply to a recall to duty or Overtime.
- (5) Split shifts will only be worked where there is a mutual agreement between the Employee and Supervisor.
- (6) An Employee's Normal Working Hours, based on the AFP working pattern to which the Employee's role is assigned, are averaged over a Three Month Averaging Period or a Roster Period.
- (7) Any hours worked must be approved by the Employee's Supervisor prior to the hours being worked.
- (8) An Employee must comply with the requirements of the AFP's time recording system and must accurately record the hours they have been approved to work using the appropriate time type. Employees must complete and submit for approval their time recording on a regular basis and within a maximum of seven calendar days from the completion of duty, unless extenuating circumstances exist.
- (9) When scheduling the attendance of an Employee, a Supervisor will have regard to the work health and safety obligations of the AFP.

### **17 Roles and Determination of Working Patterns**

- (1) All AFP roles (with the exception of Technical Specialist, critical event and FTM Roles) are performed within three working patterns. The working patterns are:
  - (a) Operations;

- (b) Rostered Operations; and
  - (c) Support.
- (2) The three AFP working patterns are detailed in Part V of this Agreement.

***Establishing Working Patterns***

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

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

## **18 Composite Allowances**

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

### ***Operations or Rostered Operations Core Composite***

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

### ***Operations High Volume Core Composite and Additional Composite***

- (7) Employees working Operations working patterns in high volume areas, as identified by the Commissioner, under section 23(3) of this Agreement, will receive a Core Composite of 22% which will count as salary for superannuation and an additional composite of 35% of their Base Salary. This additional composite is in recognition of the required additional hours and will not count as salary for superannuation.

## **19 Removal of Core Composite**

- (1) By mutual agreement between the Employee and the Commissioner, an Employee may remain in a role that would normally be required to work under an Operations or Rostered Operations working pattern and work under a Support working pattern, without the payment of the Core Composite.
- (2) Where the Commissioner is of the view that an Employee is unwilling or unable to demonstrate that they can work in accordance with the required working hours and normal patterns of attendance in the Operations or Rostered Operations working pattern, the Commissioner may remove payment of the Core Composite until such time as the Commissioner is satisfied that the Employee is able to demonstrate an ability or preparedness to comply with the requirements of the relevant working pattern.
- (3) The removal of the Core Composite will take effect 28 calendar days after the Commissioner's decision to remove it.
- (4) Where the Commissioner removes an Employee's Core Composite under sub-section 19(2) above, the Employee's working arrangements will be in accordance with section 25 of this Agreement.

## **20 Fixed Term Mobility**

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

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

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

## **21 Working Patterns during Training or Development**

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



## 22 Stand Down

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

## **PART V - THE AFP WORKING PATTERNS**

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### **23 Operations Working Pattern**

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

#### ***Standard Operations Working Pattern***

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

#### ***High Volume Operations Composite Allowance***

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

#### ***Safety Net Provisions***

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

**Table 1**

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

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

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

***Three Month Averaging Period***

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

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

## **24 Rostered Operations Working Pattern**

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

### ***Roster Principles***

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

**Table 2**

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

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



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

#### ***Other Roster Principles***

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

- (25) Subject to the Operational Requirements of the AFP, the normal attendance pattern may take into account an Employee's preference to be scheduled for a Rest Day on a day of religious or special significance to the Employee.
- (26) Where an Employee performs duty during the changeover period between Standard Time and Daylight Saving Time, the Employee will be paid for the actual hours of the rostered shift pattern worked. However, an Employee whose normal rostered shift is reduced as a result of the changeover period between Standard Time and Daylight Saving Time will not be disadvantaged and will be paid as if they had worked their normal rostered shift.

## **25 Support Working Pattern**

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

### ***Scheduling Principles***

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

### ***Flex-time***

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

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

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

#### ***Flex Credit***

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

#### ***Flex Debit***

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

## **PART VI - ALLOWANCES AND OTHER ENTITLEMENTS**

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### **26 Overtime**

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

## **27 Temporary Operational Composite**

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

## **28 Critical Event Composite**

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

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

## 29 Higher Duties Allowance

- (1) Where an Employee is required to perform the duties of a role at a higher Salary Band for a period of:
  - (a) not less than 10 consecutive calendar days for an Employee assigned to the Operations or Rostered Operations working patterns; or
  - (b) not less than 10 Working Days for an Employee assigned to the Support working pattern or performing higher duties at the Executive or SES levels; or
  - (c) an aggregate of more than 20 working days in a Financial Year,

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

- (2) For the purposes of sub-section 29(c), 'working days' will be based on an Employee's normal pattern of attendance during the period where they perform higher duties. Rest Days and Overtime will not count towards the calculation of aggregate days.
- (3) Higher duties will be limited to a maximum total period of six months in any role without the role being advertised for an open selection process based on Merit Principles, except where the Commissioner has determined that a longer period of higher duties is appropriate.
- (4) In exceptional circumstances, the Commissioner may authorise the payment of higher duties allowance at a higher rate.
- (5) An Employee will only receive the Core Composite while on higher duties if the higher duties role is assigned to a Rostered Operations or Operations working pattern or a FTM Role.
- (6) Where an Employee has been temporarily undertaking duties at a higher level:
  - (a) for a continuous period of 12 months; or
  - (b) there has been temporary assignment of duties at a higher level for a total of 12 months in a 24 month period,

the Employee's higher duties allowance will be increased and calculated on the next Increment Point within the higher Salary Band.

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

### ***Higher Duties at the Executive Level***

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

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

***Higher Duties at the SES Level***

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

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

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

**30 Night Shift Allowance**

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

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

- (2) For the purpose of this section, any reference to “hours” is limited to actual hours worked and does not include:



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

### 31 On-Call Allowance

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

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

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

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

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

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

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

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

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

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

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

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

- (7) An on-call allowance is paid for each period of up to 24 hours, which can cross a calendar day. Where a period of on-call crosses a calendar day and entails two differing rates of payment, the Employee will be paid whichever is the higher of the two rates of payment.
- (8) To be eligible to claim recall to duty, whilst required to be on-call, an Employee must demonstrate that:
  - (a) they were required to perform work on behalf of the AFP;
  - (b) such work is recorded in the relevant time recording system; and

- (c) the minimum amount of time required of them in relation to the recall to duty was 30 minutes.
- (9) The on-call allowance is not payable where an Employee is in receipt of a close duty allowance or Critical Event Composite.

## **32 Recalled to Duty**

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

### ***Recall While On-call***

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

### ***Recall While Not On-call***

- (7) Where an Employee is not in receipt of an on-call allowance and is recalled to duty, the Employee will be paid whichever is the greater amount of:
  - (a) the Overtime Rate for the actual hours worked; or
  - (b) the Overtime Rate for a minimum of two and a half hours.

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

### 33 Close Duty Allowance

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

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

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

for each 24 hour period the close duty allowance is payable. Where an Employee is required to recommence duty on multiple occasions during the 24 hour period, the accumulated time worked will be treated as a single instance of duty for the purposes of sub-section 33 (4) (a) and (b).

- (5) A close duty allowance is not payable where an Employee is in receipt of an on-call allowance or a Critical Event Composite.

### 34 Remote Localities Allowance

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

### **35 Air Security Officer Flight Operations Allowance**

- (1) Employees performing the role of an Air Security Officer who are required to undertake duties on board an aircraft as part of their core duties will receive a flight operations allowance.
- (2) This allowance is payable in recognition of the inconvenience experienced due to the transient location of their workplace and the time necessarily spent away from their home location.
- (3) The air security officer flight operations allowance is not payable to an Employee:
  - (a) unless they are assigned to a position in Discreet Operations, or;
  - (b) who only perform Air Security Officer duties from time to time when travelling operationally, or;
  - (c) who receives another form of allowance in recognition of the inconveniences experienced due to the transient location of their workplaces and the time necessarily spent away from their home location.
- (4) The air security officer flight operations allowance of \$15,000 per annum will be paid pro-rata on a fortnightly basis, in arrears. The allowance will not count as Base Salary or as salary for superannuation purposes.
- (5) The AFP will meet all approved costs associated with the AFP employment related travel requirements in accordance with this Agreement where the Air Security Officer is required to stay overnight at a location (other than their home location) in between scheduled duty. Time spent undertaking operational duty on board an aircraft is not employment related travel for the purposes of this sub-section.

## **PART VII - LEAVE**

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### **36 Standard Annual Leave**

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

#### ***Excessive Annual Leave Balances***

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

#### ***Cash Out of Annual Leave***

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

### ***Cash Out of Annual Leave whilst on Long Service Leave***

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

### ***Reduced Accrual of Annual Leave***

- (14) An Employee may apply to the Commissioner to reduce the accrual rate of Annual Leave in return for an allowance paid fortnightly over 52 weeks. This allowance will be equal to the value of the Annual Leave that is reduced.
- (15) An Employee may only reduce their accrual in blocks of 38 hours and by a maximum of 76 hours per financial year. As such, accrual of Annual Leave cannot, at any stage be less than four weeks (152 hours) per year.
- (16) An application will only be approved for reductions of future Annual Leave credits. An application to retrospectively reduce already accrued Annual Leave credits will not be approved. An application will not be approved if it would result in the Employee receiving a lesser entitlement to Annual Leave than that in the National Employment Standards.
- (17) Reduced accrual of Annual Leave does not affect an Employee's salary for superannuation purposes.

### ***Purchased Annual Leave***

- (18) An Employee may apply to the Commissioner to purchase additional Annual Leave in 38 hour blocks up to a maximum of four weeks (152 hours) in return for a pro-rata deduction from their fortnightly Base Salary.
- (19) Only one application may be made per Financial Year.
- (20) Any purchased Annual Leave must be used within 12 months of the purchased Annual Leave being credited and prior to other standard Annual Leave being utilised.
- (21) By default, an Employee assigned to an Operations or Rostered Operations working pattern or FTM Role, will have a pro-rata deduction from their fortnightly Base Salary inclusive of the Core Composite in order to receive payment of the Core Composite during a period of Purchased Annual Leave.

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

#### ***Annual Leave at Half Pay***

- (25) An Employee may apply to the Commissioner to take a period of Annual Leave at half pay. Where an Employee is approved to take a period of Annual Leave at half pay:
  - (a) the first half of the period of leave is characterised as Annual Leave (first period);
  - (b) the second half of the period is characterised as unpaid leave (second period); and
  - (c) the employee will be paid at half pay across the entire duration of the leave (first and second period).
- (26) The first period will count as service for all purposes. The second period does not constitute or count as a period of service but does not break the Employee's continuous service with the AFP.
- (27) Unless approved by the Commissioner, an Employee with an Annual Leave accrual of more than four weeks (152 hours) at the time of application cannot access Annual Leave at half pay.
- (28) The minimum approval period for Annual Leave at half pay is five Working Days.

### **37 Personal/Carer's Leave with Pay**

#### ***Leave***

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



### ***Approval***

- (5) An Employee may take Personal/Carer's Leave in the following circumstances:
  - (a) where the Employee is not fit for work because of a personal illness, or personal injury; or
  - (b) to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household who requires care or support because of:
    - (i) a personal illness, or personal injury; or
    - (ii) an unexpected emergency.

### ***Certification Requirement***

- (6) Legitimate requests for Personal/Carer's Leave will be approved.
- (7) An Employee is required to provide Satisfactory Evidence to support an application for Personal/Carer's Leave:
  - (a) where the Employee is absent for three or more consecutive occurrences; or
  - (b) where they have been absent for more than 60 hours without evidence in a Financial Year.
- (8) Notwithstanding sub-section 37(7), a Supervisor may, at any time, request Satisfactory Evidence to support a current or future application for Personal/Carer's Leave.
- (9) For a non-medical unexpected emergency an Employee is required to provide reasonable evidence to support an application for Personal/Carer's Leave.
- (10) Where an Employee does not provide the requested Satisfactory Evidence or reasonable evidence within five Working Days of the application, the application for Personal/Carer's Leave will be declined and any associated period of absence will be treated as unauthorised.

### ***Access to other leave when Paid/Carers Leave has been exhausted***

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

## **38 Personal/Carers Leave without Pay**

- (1) An Employee may take Personal/Carer's Leave without pay in accordance with the National Employment Standards.
- (2) Approved Personal/Carer's Leave without pay will not break continuity of employment. However, unless otherwise determined by the Commissioner, periods of Personal/Carer's Leave without pay in excess of 30 calendar days in

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

### **39 Referrals for Medical Advice**

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

### **40 Mandatory Rest Days**

- (1) Employees will be entitled to receive four Mandatory Rest Days over the period 1 March to the last day in February the following year.
- (2) Two Mandatory Rest Days will be credited to Employees on the following days of each year to which this Agreement applies:
  - (a) 1 March; and
  - (b) 1 September

provided that the Employee has (on that day) an Annual leave balance of no more than 228 hours (6 weeks).
- (3) The two Mandatory Rest Days must be used within the six month period after which the entitlement is credited.
- (4) Mandatory Rest Days must be taken in accordance with arrangements made between an Employee and their Supervisor. Supervisors must ensure Employees are granted reasonable opportunities to utilise their Mandatory Rest Days within the six month period.
- (5) Mandatory Rest Days that have been credited to an Employee may be taken consecutively where Operational Requirements permit.
- (6) Unused Mandatory Rest Days will not accrue into the following six month period.
- (7) Where an Employee provides reasonable grounds as to why they have been unable to meet the requirements of this section, the Commissioner may determine that the Employee is entitled to be credited with the two Mandatory

Rest Days. A determination under this sub-section will be based on a written submission setting out the reasons why the Employee has not been able to meet the requirements of this section.

#### ***Accrual of an additional Mandatory Rest Day***

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

### **41 Long Service Leave**

- (1) An Employee is entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*.
- (2) An eligible Employee may access, with approval from the Commissioner, Long Service Leave for a minimum period of seven calendar days at full pay or 14 calendar days for leave at half pay.
- (3) Long Service Leave cannot be broken with other periods of leave, Weekends, Designated Public Holidays or Rest Days unless otherwise provided by legislation.
- (4) Long Service Leave will be deducted in calendar days commencing on the first day of an approved application and is inclusive of any Rest Days, Weekends and Designated Public Holidays.
- (5) Rest Days that fall immediately outside the dates of the approved application will not incur a deduction of Long Service Leave.

### **42 Re-crediting of Leave**

#### ***Annual Leave***

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

#### ***Long Service Leave and Mandatory Rest Days***

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

### ***Other Leave Types***

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

## **43 Compassionate Leave**

### ***Paid Compassionate Leave***

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

### ***Unpaid Compassionate Leave***

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

## **44 Paid Supporting Partner Leave**

- (1) An Employee who is the parent of a newborn or newly adopted child and:
  - (a) is not the birth mother of a newborn child; or
  - (b) is not the primary carer of an adopted child,will be entitled to paid Supporting Partner Leave for up to 10 consecutive Working Days.
- (2) Paid Supporting Partner Leave must commence within two months (8 weeks) from the day the Employee's partner give's birth or where an adopted child begins to reside in the Employee's home.

### ***Paid Supporting Partner Leave at Half Pay***

- (3) An Employee may seek approval to take Paid Supporting Partner Leave at half pay for up to 20 consecutive Working Days. Where an Employee is approved to take Paid Supporting Partner Leave at half pay:

- (a) the first half of the period of leave is characterised as Paid Supporting Partner Leave (first period);
  - (b) the second half of the period of leave is characterised as unpaid leave (second period); and
  - (c) the Employee will be paid at half pay across the entire duration of the leave (first and second period).
- (4) The first period will count as service for all purposes. The second period does not constitute or count as a period of service but does not break the Employee's Continuous Service with the AFP.

#### **45 Unpaid Parental Leave**

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

#### **46 Maternity Leave**

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

#### **47 Adoption Leave**

- (1) An Employee with at least 12 months continuous service with the AFP, who adopts a child and is the primary carer, will be entitled to six weeks paid adoption leave at the time the adoption is recognised by the making of an adoption order.

- (2) The adoptive child must not be a child or a stepchild of the Employee or the Employee's partner unless that child had only been in the custody and care of the Employee or the Employee's partner for a period of less than six months.
- (3) In exceptional circumstances, the Commissioner may grant an additional eight weeks paid adoption leave.

#### **48 Defence Reserve Service Leave**

- (1) Unpaid Defence Reserve Service Leave will be granted in accordance with the *Defence Reserve Service (Protection) Act 2001*.
- (2) Employees who are members of a Defence Reserve will be granted paid leave to undertake Defence Service and training. The maximum period of paid leave is 20 Working Days in a Financial Year. An additional 10 Working Days paid leave will also be provided once only to allow an Employee to attend recruitment or initial Defence Reserve employment training. For training or absences that exceed these allowances, leave without pay may be granted.
- (3) Periods of Defence Reserve Service Leave without pay do not count as service for the accrual of Annual and Personal/Carer's Leave. Leave granted for Defence Reserve purposes counts as service for all other purposes.

#### **49 Community Service and Jury Service Leave**

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

#### **50 NAIDOC Leave**

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

#### **51 AFP Tertiary Study Assistance Scheme Leave**

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

#### **52 Miscellaneous Leave**

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

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

### **53 Public Holidays**

- (1) The AFP will deem the following days as Designated Public Holidays or days to be observed as Designated Public Holidays:
  - (a) New Year's Day (or substitute day);
  - (b) Australia Day (or substitute day);
  - (c) Good Friday;
  - (d) the Saturday and Sunday within the Easter weekend;
  - (e) Easter Monday;
  - (f) Anzac Day;
  - (g) Queen's Birthday Holiday (on the day on which it is celebrated in a State or Territory);
  - (h) Labour Day (or equivalent, on the day on which it is celebrated in a State or Territory);
  - (i) Christmas Day (or substitute day);
  - (j) Boxing Day (or substitute day);
  - (k) the first working day after the Boxing Day public holiday;
  - (l) the two normal Working Days between Christmas and New Year; and
  - (m) any gazetted local public holidays in the State or Territory where the Employee is assigned that is not already listed in this section above except

for "Sunday" as prescribed by Part 1 of Schedule 2 to the *Holidays Act 1910 (SA)*.

- (2) Where a Designated Public Holiday is gazetted as a substitute day and an Employee works on the actual day, the Employee may elect to have the actual day recognised as the Designated Public Holiday. An Employee may not have both the actual day and the substituted day deemed a Designated Public Holiday.
- (3) If an Employee is taking Annual Leave or paid Personal/Carer's Leave over a period which includes a Designated Public Holiday, they are entitled to be absent from work on the Designated Public Holiday without deduction from their Annual Leave or paid Personal/Carer's Leave credits.

#### ***Public Holidays and AFP Working Patterns and FTM Roles***

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

#### ***Additional Penalty Payment***

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



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

***Preserving effect of National Employment Standards***

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

**54 Salary While on Leave**

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

## **PART VIII - RESIGNATION, RETIREMENT AND TERMINATION OF EMPLOYMENT**

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### **55 Resignation and Retirement**

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

### **56 Workforce Adjustment**

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

#### ***Notification of Proposal to declare Excess and Voluntary Redundancy***

- (3) Where the Commissioner determines that an Employee is likely to become potentially excess to requirements, the Commissioner will notify the Employee in writing as soon as practicable.
- (4) The Employee will be given 14 calendar days (first consideration period) from the date of the notification of proposal to declare excess to consider the option of a potential voluntary redundancy, raise any issues of concern relating to the proposed declaration and to provide a written response to this notification.
- (5) At the end of the first consideration period, the Commissioner may declare the Employee excess. Before a decision to declare an Employee excess is made, any response from the Employee and any redeployment opportunities available at the time of the notification, to be taken into account.

### ***Declaration of Excess Status and Voluntary Redundancy***

- (6) Where the Commissioner declares that an Employee is excess to requirements and that the Employee has at least six months continuous eligible service, they will be provided with a declaration of excess status which will include an offer of voluntary redundancy payment (in writing).
- (7) The Employee will then have 14 calendar days (second consideration period) from the date of declaration of excess status to consider the option of voluntary redundancy in accordance with sub-section 56(9) below, or decline an offer of voluntary redundancy and pursue redeployment or reduction options during a retention period.

### ***Voluntary Redundancy Payment***

- (8) Where the Employee decides to accept an offer of voluntary redundancy, they will have 14 calendar days in which to separate from the AFP, unless a later date is agreed to by the Commissioner.
- (9) For voluntary redundancy under the terms of this Agreement, the following payments are to apply for eligible service:
  - (a) 12 weeks pay for up to and including three years service; or
  - (b) 18 weeks pay for service in excess of three years and up to six years; or
  - (c) 36 weeks pay for service in excess of six years and up to nine years; or
  - (d) 52 weeks pay for service in excess of nine years.
- (10) The above payments do not include payments in lieu of notice.
- (11) The above payments do not include payments in the form of final monies for items including unused accrued Annual Leave and Long Service Leave.

### ***Redeployment***

- (12) Where the Commissioner declares that an Employee is excess, the AFP will endeavour to redeploy the Employee into a suitable role subject to consideration of relevant skills, performance and any re-training requirements.
- (13) Where an Employee is redeployed to a role or position below their substantive classification level in accordance with this sub-section, they will maintain their previous Base Salary for a period of 12 months from the date they were declared excess. After this 12-month period, the Employee's Base Salary will revert to the top Increment Point of that lower band level.

### ***Retention period***

- (14) During the three month retention period, the Employee will be considered for any redeployment opportunities as they arise and will be considered in isolation

for any identified vacant positions without the requirement to be ranked or assessed against other applicants.

- (15) The retention period commences on the day the Employee is notified, in writing, that they have been declared excess.
- (16) The Employee may be required to enter into a development plan that will be designed to enhance the Employee's redeployment prospects and may include re-training and development in employment seeking skills.
- (17) The Employee has a responsibility for his or her own career management and will actively participate in reassignment and redeployment processes as well as seek out alternative employment opportunities as they arise.
- (18) For redeployment under this sub-section, an Employee will be assigned to a suitable role or position at or below their substantive classification level (with or without the Employee's consent).
- (19) Where at the conclusion of the retention period, the Employee has not been successfully redeployed into an alternative, suitable role, the Employee will be notified in writing that the Employee will be made involuntarily redundant within 14 calendar days of the conclusion of the Retention Period.
- (20) Where the Employee has been notified in writing that they are involuntarily redundant, the Employee's last day of work with the AFP will be at the conclusion of the Retention Period.

#### ***Support during notice period***

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

#### ***Involuntary redundancy***

- (22) Where an Employee, who has been declared excess and has not been permanently redeployed by the end of the retention period, will be made involuntarily redundant within 14 calendar days of the conclusion of the retention period. Their employment will be terminated by the Commissioner under section 28 of the AFP Act, on the grounds that the Employee is excess to the requirements of the AFP.
- (23) For involuntary redundancy under the terms of this Agreement, the following payments are to apply for eligible service:
  - (a) 12 weeks pay for up to and including three years' service; or

- (b) 18 weeks pay for service in excess of three years and up to six years; or
- (c) 36 weeks pay for service in excess of six years and up to nine years; or
- (d) 52 weeks pay for service in excess of nine years.

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

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

### ***Eligible Service for Redundancy Pay Purposes***

(26) For the purposes of calculating a redundancy entitlement, the following will apply:

- (a) eligible service will be calculated up to the date of redundancy;
- (b) for the purposes of calculating “eligible service”, prior service or employment with any authority or body constituted by or under a law of the Commonwealth, Australian Public Service or the Australian Defence Force will be aggregated with service or employment with the Australian Federal Police, provided there was no break, exceeding seven calendar days, or no break other than one attributable to leave of absence (whether with pay or without pay), from the prior service or employment and if the Employee's prior service or employment was not terminated by reason of:
  - (i) retrenchment/redundancy;
  - (ii) retirement on the grounds of invalidity, inefficiency or loss of a necessary qualification;
  - (iii) forfeiture of office;
  - (iv) dismissal on disciplinary grounds; or
  - (v) termination of a probationary appointment for reasons of unsatisfactory service or employment.
- (c) For the purposes of this section, any period of casual employment does not count as ‘eligible service’ for the purpose of calculating any redundancy entitlements.

(27) Absences during a period of eligible service or employment which do not count as service for employment for Long Service Leave purposes do not count for the purposes of calculating the benefits specified above.

### ***Rate of Payment***

(28) For the purposes of calculating any voluntary or involuntary redundancy payment under the above sub-section, “salary” means:

- (a) full-time Employee:
  - (i) the Employee’s full-time base salary;

- (b) for an Employee who was a Part-time Employee for any period during their period of service:
  - (i) the Employee's Base Salary calculated on a pro-rata basis for any period where an Employee has worked Part-Time hours during their period of service and the Employee has less than 9 years full-time service;
- (c) for Employees in receipt of higher duties allowance;
  - (i) the Base Salary rate on which salary and higher duties payments are made where the Employee has been acting in a higher position for a continuous period of at least 12 months immediately preceding the date on which the Employee is given notice of termination, the Employee is entitled to be paid at a higher rate including both the Employee's Base Salary and higher duties allowance.

## **57 Termination of Employment**

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

### ***Period of Notice***

- (2) Where an Employee's employment is terminated, the period of notice will be:
  - (a) four weeks; or
  - (b) in the case of an Employee over 45 years of age with at least five years Continuous Service - five weeks.
- (3) With respect to any period of notice, the AFP may do any of the following:
  - (a) pay the Employee in lieu of any part or all of the notice period;
  - (b) require the Employee not to report to work during the whole or any part of the notice period;
  - (c) release the Employee prior to the expiry of the notice period with payment of wages or salary to the date of termination only; or
  - (d) provide the Employee with duties different from those that the Employee would ordinarily perform.
- (4) The period of notice in this section does not apply to an Employee whose employment is terminated because of serious misconduct.
- (5) For the purpose of this section, any period of casual employment does not count as 'Continuous Service' for the purposes of calculating the period of notice under this clause.

### ***Review of Decisions to Terminate Employment***

- (6) The sole and exhaustive rights and remedies of an Employee in relation to termination of employment are those that the Employee has under:
  - (a) the Fair Work Act;

- (b) other Commonwealth laws (including the Constitution, the AFP Act and the *Administrative Decisions (Judicial Review) Act 1977*; and
  - (c) common law.
- (7) Termination of, or a decision to terminate employment, cannot be reviewed under the procedures for preventing and settling disputes or under any procedures for internal review of employment action.

## **58 Final Termination Payments**

- (1) Where an Employee ceases employment with the AFP, the payment of any unused:
- (a) Annual Leave;
  - (b) Mandatory Rest Days (based on 8 hours); and
  - (c) Flex Credits (up to the maximum carryover amount of 16 hours at Ordinary Time);

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

- (2) An Employee's entitlement to the payment of unused Long Service Leave on cessation of employment will be in accordance with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*.

**59 Individual Flexibility Arrangement**

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

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

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



## **60 Part-Time Work**

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

## **61 Job Sharing**

- (1) Subject to the genuine Operational Requirements of the AFP, and the merit of the Employee's application, the Commissioner may approve job sharing arrangements between two or more Part-Time Employees.

## **62 Home-Based Work**

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

## **63 Performance Development Agreement Process**

- (1) The AFP Performance Development Agreement (PDA) aims to facilitate effective performance management, in order to support the delivery of AFP objectives and outcomes. Effective performance management is achieved through building a workplace culture based on ongoing feedback between the Supervisor and the Employee and the clarification of performance expectations and objectives.
- (2) The PDA is mandatory and must be completed every 12-month period.
- (3) An Employee will be ineligible to receive salary increases, incremental progression and progression through a broadband, if they have not participated in the PDA process and have not attained the minimum rating of PDA 'fulfilled'.
- (4) Where an Employee goes on long term leave (e.g. maternity leave, long service leave), the Employee and their Supervisor must ensure the PDA cycle is completed prior to the leave commencing, unless exceptional circumstances exist.
- (5) Non-compliance will result in a delay in any incremental progression or progression through a broadband, until the PDA is at the 'agreement signed' stage.

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

## **64 Employment Related Travel**

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

### ***Ordinary Travelling Time (OTT)***

- (4) An Employee who is required to undertake travel for work related reasons travelling away from their usual place of work to an alternative location:
  - (a) within the hours of 0600-2000 Monday to Friday for Employees under a Support or Operations working pattern or assigned to a FTM Role; or
  - (b) within the Employee's normal attendance pattern for Employees under a Rostered Operations working pattern,

will have the time spent in travel count towards their Normal Working Hours. The hours will not count towards penalties under any of the AFP working patterns.
- (5) The Commissioner may grant, at the request of the Employee, a payment for work related travel that occurs within the timeframes outlined in sub-section 64(4). Where payment is approved, the Employee will be paid an additional Base Salary Hourly Rate for each hour of travel and any travel time paid under this sub-section will not count towards the Employee's Normal Working Hours.

### ***Excess Travelling Time (ETT)***

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

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

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

- (7) An Employee may, with the agreement of their Supervisor, elect to take time off in lieu of payment of excess travelling time calculated as Ordinary Time. Employees will utilise time off in lieu within the current Three Month Averaging Period or Roster Period.
- (8) Time spent in travel is not considered as duty for the purposes of penalties payable under any of the working patterns and does not include time spent overnight as a result of a stopover between two destinations, including where the stopover consists of consecutive nights.

***Rest Periods after Domestic Travel***

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

***Rest Periods after International Air Travel***

- (11) Where an Employee, other than an Air Security Officer on flight duty, is required to undertake international travel (inclusive of any domestic leg/s that forms part of the continuous journey), the below rest periods will apply:
  - (a) An Employee must be provided with a minimum period of 12 hours rest after the completion of flights involving international travel, where their travel time exceeds 10 hours, prior to commencing their next duty.
  - (b) An Employee must be provided with a minimum period of 24 hours rest after the completion of flights involving international travel, where their travel time exceeds 18 hours, prior to commencing their next duty.
- (12) By mutual agreement, and where there is an Operational Requirement, an Employee may return to duty prior to the completion of the Minimum Rest Periods in sub-section 64(11)(a) and (11)(b). Where this occurs they will be paid an additional Base Salary Hourly Rate for each hour worked and the hours worked will accrue as Ordinary Time towards the Three Month Averaging period

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

- (13) For the purposes of international travel, the duration of a flight includes two hours prior to departure and one hour after arrival and any time spent in transit en-route to the final destination.

***Rest Periods after Air Security Officer on Flight Duty***

- (14) Where an Air Security Officer performs flight duty on any flight the following rest periods will apply:
- (a) for flights of more than six hours and up to and including 12 hours in duration, a minimum of 12 hours rest;
  - (b) for flight duration in excess of 12 hours and up to and including 18 hours duration, a minimum of 24 hours rest; and
  - (c) for flights in excess of 18 hours duration, a minimum 48 hour Rest Period, however under this sub-section an Employee, in agreement with their supervisor, may reduce the Rest Period to a minimum of 24 hours.
- (15) For the purpose of sub-section 64(14), the performance of “flight duty” will include time spent in transit at an airport en-route to the final destination of the operational flight, inclusive of any sign on and sign off procedures as required.

***Excess Travel Provision***

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

## **65 AFP Diversity or Support Networks**

- (1) The AFP maintains a number of diversity or support networks. The networks are:
  - (a) AFP Ability Advisory (AAA) Network;
  - (b) Confidant Network;
  - (c) Gay and Lesbian Liaison Officer (GLLO) Network;
  - (d) Mallunggang Indigenous Officer Network (MION);
  - (e) National Women's Advisory Network (NWAN); and
  - (f) any other Network established by the Commissioner.
  
- (2) Subject to the genuine Operational Requirements of the AFP, and with the approval of their Supervisor, an Employee may be allowed:
  - (a) reasonable time during their normal pattern of attendance; or
  - (b) reasonable opportunities to alter their normal pattern of attendance in accordance with this Agreement,

to attend meetings or undertake duties associated with an AFP diversity or support network.
  
- (3) Any approved hours incurred as a result of sub-section 65(2) above will not attract any penalties (however described) under any of the working patterns and cannot be paid as Overtime.
  
- (4) Nothing in this Agreement prevents an Employee from undertaking duties associated with a diversity or support network (or any other community or charitable event) outside of the Employee's normal pattern of attendance on a voluntary basis.

## **66 Relocation Costs**

- (1) The AFP will meet reasonable costs arising from the relocation of an Employee and their household as the result of an advertised selection process based on Merit Principles for advancement and any redeployment as a result of Workforce Adjustment under sub-section 56(2)(c).
  
- (2) Where there is a mutual agreement between the AFP and the Employee, the Employee may be relocated on the basis that they cover some or all relocation costs.
  
- (3) Relocation expenses will not be met by the AFP for any relocation that has occurred at the Employee's request or for mutual agreements between Employees to swap locations on compassionate or any other grounds.

## **67 Reduction in Classification**

- (1) The Commissioner may reduce an Employee in classification to any Increment Point in any Salary Band within the AFP as a result of:
  - (a) an adverse Professional Standards finding under Part V of the AFP Act, in relation to a category three conduct issue or a corruption issue being made where the Commissioner has made a determination that the appropriate action in relation to the finding is to reduce, or includes a reduction in, the Employee's salary band, or
  - (b) a process to manage underperformance, where the Employee has failed to meet performance expectations and the subsequent action taken in relation to the underperformance process is to reduce the Employee in classification.
- (2) Where an Employee is reduced in classification under this section, all the terms and conditions, including salary rates, or broadband provisions, applicable to the classification to which the Employee is reduced, will apply until such time as the Employee is otherwise advanced in accordance with an open selection process based on Merit Principles.

### ***Voluntary Reduction in Classification***

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

## **68 Underpayment of salary**

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

## **69 Overpayment of Salary**

- (1) The AFP may recover any overpayment of an Employee's salary or allowances in accordance with the Commissioner's Financial Instructions.
- (2) The AFP may also recover any overpayment of an Employee's salary or allowances by making one or more deductions from any monies due to be paid to the Employee, if the Employee authorises the AFP to make the deduction.
- (3) An overpayment of salary does not occur where an Employee initiates an adjustment or roster change.

- (4) Nothing in this Agreement prevents the AFP from seeking to recover an overpayment through other means, or from otherwise making deductions in accordance with the Fair Work Act and other legislation.

## **70 Consultation**

- (1) The AFP is committed to being an 'employer of choice' and provides a strong cooperative working relationship between the AFP management, Employees and their Employee representatives. Major workplace changes, as applied under the model term, will be pursued in consultation with Employees and, where they choose, their representatives.
- (2) Managers are encouraged to involve Employees as early as is practicable in the consultation process. The AFP may establish regular consultative meetings with Employees and, where they choose, their representatives where appropriate.
- (3) While the use of a range of consultative arrangements is desirable, the approach taken in each instance should be reasonable and appropriate to the issues and circumstances. Where the decision has been made to introduce a major change (as per the model term) or a change to the regular roster or ordinary hours of work, the consultative arrangements must comply with the requirement of the model term.

### ***Model Term***

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

### ***Major Change***

- (5) For a major change referred to in sub-section 70(4)(a):
  - (a) the AFP must notify the relevant employees of the decision to introduce the major change; and
  - (b) sub-sections 70(7) to (12) apply.
- (6) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (7) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

- (b) the employee or employees advise the employer of the identity of the representative;

the AFP must recognise the representative.

- (8) As soon as practicable after making its decision, the AFP must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the AFP is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- (9) However, the AFP is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (10) The AFP must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (11) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the AFP, the requirements set out in sub-section 70(5)(a) and sub-sections 70(6) and 70(8) are taken not to apply.
- (12) In this term, a major change is likely to have a significant effect on employees if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.



***Change to regular roster or ordinary hours of work***

- (13) For a change referred to in sub-section 70(4)(b):
- (a) the AFP must notify the relevant employees of the proposed change; and
  - (b) sub-sections 70(15) to (19) apply.
- (14) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (15) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
- the AFP must recognise the representative.
- (16) As soon as practicable after proposing to introduce the change, the AFP must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the AFP reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the AFP reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (17) However, the AFP is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (18) The AFP must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (19) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in sub-section 70(4).

## **71 Dispute Resolution**

- (1) For the purpose of preventing and settling disputes arising from this Agreement, the dispute resolution procedures specified below will be followed.

- (2) Wherever possible, disputes will be resolved between the relevant Supervisor and the Employee.
- (3) For the purpose of this section, a party to a dispute means the AFP or an individual Employee or a group of Employees bound by this Agreement. A party to a dispute may appoint another person, organisation or association to accompany or represent them in relation to a dispute.
- (4) Nothing contained in this section will prevent the AFP or Employees (or, where they choose, their representative/s) from entering into discussions at any level in the stepped process below if it seems likely to assist in the resolution of a dispute. Where the AFP or an Employee (or where they choose, their representatives) initiates such a discussion, they must advise the other parties involved in the dispute.
- (5) If a dispute relates to:
  - (a) a matter arising under the Agreement; or
  - (b) the National Employment Standards;this term sets out procedures to settle the dispute.
- (6) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (7) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

### ***Step One***

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

### ***Step Two***

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

### **Step Three**

- (10) If the dispute is not able to be resolved within the business area by step one or step two it will be referred to the Industrial Relations team and may be referred to the National Manager in charge of human resources for resolution.
- (11) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- (12) The Fair Work Commission may deal with the dispute in two stages:
  - (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.

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

A decision the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act. Therefore, an appeal may be made against the decision.

- (13) While the parties are trying to resolve the dispute using the procedures in this term:
  - (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (b) an Employee must comply with a direction given by the AFP to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the Employee to perform; or
    - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
  - (c) The AFP retains the ability and power to issue a reasonable direction to an Employee while the parties are trying to resolve the dispute. Without limitation and for the avoidance of doubt, the AFP may direct an Employee to refrain from performing their work as they would normally if there is a reasonable concern about an imminent risk to health or safety.

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

## **72 Transitional Provisions**

### ***Additional Remuneration***

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

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

***Project Macer, Project Guild and Project Ampla***

- (6) Where an Employee transitioned through either Project Macer, Project Guild or Project Ampla and as a result were subject to salary maintenance, will continue to have their Base Salary frozen on the date this Agreement comes into effect until the amount payable in Attachment A for the Increment Point for the Salary Band incorporates the aggregate of the Employee's Base Salary and as a result of Base Salary increases over the life of the Agreement.

***Transition of Frozen Salary***

- (7) Where, prior to the commencement of this Agreement, an Employee, who is not subject to sub-section 72(6), had the AFP agree for the Employee's salary and any applicable allowances (however described) to be greater than the maximum Increment Point for the Salary Band applicable to the Employee, the Employee's existing Base Salary and any applicable allowances (however described) will continue to be frozen on the date this Agreement comes into effect until the amount payable in Attachment A for the Increment Point for the Salary Band incorporates the aggregate of the Employee's Base Salary and any applicable allowances (however described) as a result of Base Salary increases over the life of the Agreement.

***Fixed Term Mobility***

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

***Management Initiated Temporary Transfers***

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

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

### ***Averaging Periods***

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

### ***Working Patterns in the Enterprise Agreement***

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

#### ***Operations Working Pattern***

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

#### ***Rostered Operations Working Pattern***

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

#### ***Support Working Pattern***

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

### ***Higher Duties Allowance***

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

### ***Excessive Annual Leave***

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

### ***Defence Reserve Service Leave***

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

### ***Additional Penalty Payment (Public Holidays Rostered Operations)***

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

### ***Policing Advancement Arrangements***

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

### ***Police Technical Team Advancement Arrangements***

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

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

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



## ATTACHMENT A – CLASSIFICATION STRUCTURES

### Classification Structure Base Salary Rates (bands 1 to 8)

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

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

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

## **ATTACHMENT B - BROADBANDS AND ADVANCEMENT ARRANGEMENTS**

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### **73 Policing Advancement Arrangements**

#### ***Scope***

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

#### ***Core Requirements for Movement through the Broadbands***

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

#### ***Team Member/Constable Broadband 2 – 5***

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

#### ***Advancement within Band 2***

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

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

***Advancement from Band 2 to Band 3***

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

***Advancement from Band 3 to Band 4***

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

### ***Advancement from Band 4 to Band 5***

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

### ***Team Member/Constable movement through the Policing Broadband***

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

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

***Team Leader/Sergeant Broadband 6 – 7***

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

***Advancement from Band 6 to Band 7***

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

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

***Team Leader/Sergeant movement through the Policing Broadband***

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

**74 Forensics Advancement Arrangements**

***Scope***

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

***Forensic Broadband 3 – 6***

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

***Advancement from Band 3 to Band 4***

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

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

**Advancement from Band 4 to Band 5**

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

**Advancement to Band 6**

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

**FSSO movement through the Forensics Broadband**

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

**75 Legal Officer Advancement Arrangements**

**Scope**

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



### ***Legal Officer Broadband 3 – 8***

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

### ***Core requirements for advancement and/or movement through the Broadband***

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

### ***Advancement from Band 3 to Band 4***

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

### ***Incremental progression and/or movement within Band 4***

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

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

***Advancement from Band 4 to Band 5***

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

***Advancement from Band 5 to Band 6***

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

***Advancement from Band 6 to Band 7***

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

***Advancement from Band 7 to Band 8***

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

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

***Legal Officer movement through the Legal Broadband***

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

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

## 76 PSO Advancement Arrangements

### *Scope*

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

### *PSO Broadband 2 – 3*

- (2) The broadband for PSO 1 Employees spans band 2 through to band 3 of the Classification Structure. The barrier separating the classifications within the PSO broadband is a Firm Barrier.
- (3) This broadband is not subject to job availability.
- (4) There is a mutual obligation between the AFP and the Employee to address all steps necessary for timely advancement to take place. Where the AFP fails to meet these requirements the Employee will have ability for any delay in their incremental movement to be backdated.

### *Core Requirements for Movement through the Broadband*

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

### *Advancement within AFP Band 2*

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

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

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

***Advancement from AFP Band 2 to AFP Band 3***

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

***Team Member movement through the Protective Service Officer Broadband***

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

**77 Intelligence Analyst Advancement Arrangements**

***Scope***

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

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

***Intelligence Analyst Broadband 6-7***

- (2) The broadband for Intelligence Analyst roles spans band 6 to band 7 of the Classification Structure. The barrier separating the classifications within the broadband is a Firm Barrier.
- (3) This broadband is not subject to job availability.

***Advancement from AFP Band 6 to AFP Band 7***

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

***Intelligence Analyst movement through the Intelligence Analyst Broadband***

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

**Signed On Behalf Of**

***Australian Federal Police***

By its duly authorised officer:

In the presence of:

\_\_\_\_\_  
(Signature of authorised officer)

\_\_\_\_\_  
(Signature of witness)

\_\_\_\_\_  
(Name of authorised officer)

\_\_\_\_\_  
(Name of witness)

\_\_\_\_\_  
(Address of authorised officer)

\_\_\_\_\_  
(Address of witness)

\_\_\_\_\_  
(Position of authorised officer)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

***Representative of Employees***

By:

In the presence of:

\_\_\_\_\_  
(Signature of representative)

\_\_\_\_\_  
(Signature of witness)

\_\_\_\_\_  
(Name of representative)

\_\_\_\_\_  
(Name of witness)

\_\_\_\_\_  
(Address of representative)

\_\_\_\_\_  
(Address of witness)

\_\_\_\_\_  
(Position of representative)

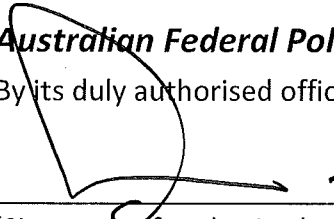
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(Date)

\_\_\_\_\_  
(Date)

**Signed On Behalf Of**

**Australian Federal Police**

By its duly authorised officer:

  
\_\_\_\_\_  
(Signature of authorised officer)

ANDREW COWLIN  
\_\_\_\_\_  
(Name of authorised officer)


47 KINGS AVENUE, Barton, ACT  
\_\_\_\_\_  
(Address of authorised officer)

COMMISSIONER  
\_\_\_\_\_  
(Position of authorised officer)

15 December 2017  
\_\_\_\_\_  
(Date)

**Representative of Employees**

By:

  
\_\_\_\_\_  
(Signature of representative)


ANGELA SMITH  
\_\_\_\_\_  
(Name of representative)

3153 Blackall St, Barton  
\_\_\_\_\_  
(Address of representative)

President AFPA  
\_\_\_\_\_  
(Position of representative)

18/12/17  
\_\_\_\_\_  
(Date)

In the presence of:

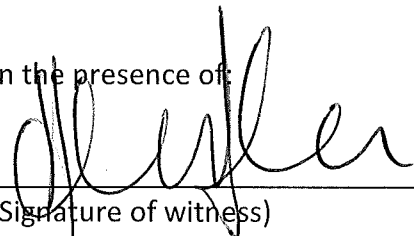
  
\_\_\_\_\_  
(Signature of witness)

Christine Fishwick  
\_\_\_\_\_  
(Name of witness)

47 Kings Ave, Barton ACT  
\_\_\_\_\_  
(Address of witness)

15 December 2017  
\_\_\_\_\_  
(Date)

In the presence of:

  
\_\_\_\_\_  
(Signature of witness)

HOLLIE BARRETT  
\_\_\_\_\_  
(Name of witness)

47 KINGS AVE, BARTON ACT  
\_\_\_\_\_  
(Address of witness)

18/12/17  
\_\_\_\_\_  
(Date)