UNCLASSIFIED

COMMONWEALTH OF AUSTRALIA

Australian Federal Police Act 1979

Determination No 1 of 2013

Australian Federal Police (Overseas Conditions of Service) Determination (No 1) 2013.

I, Mandy Newton, delegate of the Commissioner of the Australian Federal Police, make the following determination under section 40H(2) of the Australian Federal Police Act 1979 to amend this Determination.

Mandy Newton APM
Performing the duties of Chief Operating Officer
Dated: 8 October 2015

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1. Preliminary

1.1 Title
This Determination may be cited as Determination No 1 of 2013.

1.2 Commencement
This Determination takes effect from the date of signature.

1.3 Revocation
The following Determinations are revoked on 1 December 2013.

Determination 1/2001
Determination 2/2002
Determination 2/2006
Determination 20/2005
Determination 12/2005
Determination 6/2007
Determination 8/2007
Determination 16/2007,
Determination 17/2007 (revoked under s.27 of the AFP Act).

1.4 Definitions

Accompanied has the meaning set out in section 3 of this Determination.

Accompanied Location means a Deployment Location where it is suitable for Appointees to be Accompanied. A Deployment Location may be designated an Accompanied Location based on operational, security or other reasons (cf Unaccompanied Location).

AFP means the Australian Federal Police.

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


AFP Executive Level Executive Agreement (ELEA) means the Australian Federal Police Executive Level Enterprise Agreement 2011.

Allowable Travel Cost means the minimum cost of economy air travel between the two locations, with no avoidable stopovers. Every effort should be made to take advantage of available concessions and discounts, including advance purchase discounts available with reasonable planning.

Appointee means an AFP Appointee as defined in section 4 of the AFP Act.

Assignment means the assignment of an Appointee to perform duties outside Australia made under section 40H(1) of the AFP Act.

Base Salary means the Salary Band and Increment Point, based on the classification levels set out in the EA or ELEA, against which an Appointee is remunerated prior to any allowances or additional provisions being calculated.

Base Salary Cap means the upper limit of base salary for which allowances will be calculated where so stated. Where a base salary exceeds the Base Salary Cap, the allowance will be
calculated against the Base Salary Cap, as defined in Schedule 1 and adjusted from time to time by the Delegate.

**Commissioner** means the Commissioner of the Australian Federal Police, or his or her Delegate(s).

**Commencement Date** means the date specified in section 1.2 of this Determination.

**Delegate** means the relevant delegate of the Commissioner as set out in the Schedule of Delegations found at Attachment 1 of Commissioner’s Order 1 on Administration (CO1).

**Deployment** means the approved time where the Appointee is at the Deployment Location.

**Deployment Location** means the location outside Australia where the Assignment is performed.

**Dependant** means:

a. an Appointee’s Spouse;

b. a child of the Appointee or the Appointee’s Spouse (including an adopted child), who:
   i. is dependent on the Appointee;
   ii. ordinarily lives with the Appointee; and
   iii. is less than 18 years of age and undertaking full time education; or

c. another person who has been approved by the Commissioner or NMPSS to be a dependant.

**Determination** unless otherwise specified, means this Determination 1 of 2013.

**ECA** means Employment Conditions Abroad International as determined from time to time by ECA Pty Ltd.

**Employee(s)** means a person(s) who has been engaged, in writing, under section 24 of the AFP Act.

**Executive Level Employee** means an Employee covered by the terms and conditions of the AFP ELEA.

**Fortnightly Net Base Salary** means a member’s base salary as calculated for their fortnightly payslip, less fortnightly tax withholding.

**HDA** means Higher Duties Allowance.

**Immediate Family Member** means Spouse, child or parent of the Appointee or Spouse.

**Location** has the same meaning as Deployment Location.

**NMPSS** means the National Manager People, Safety & Security.

**Overseas Annual Leave** means annual leave that is accrued under this Determination directly as a result of an Assignment.

**Pre-Deployment Location** means the location in Australia that the Appointee worked from immediately prior to the Assignment.

**Spouse** means a person (whether of the same or different sex) who is:

a. married to the Appointee;

b. a defacto of the Appointee; or

c. who lives with the Appointee on a genuine domestic basis in a relationship as a couple.
Tax Adjusted Terms means that payments are ‘grossed up’ to account for additional PAYG obligations payable as a result of the allowance or payment. Where an Appointee is assigned to a role or position in a Location that has tax exempt status, the payment is not ‘grossed up’ as a PAYG obligation does not arise. For Appointees in a role or position in a Location that is not tax exempt, the payment will be adjusted for tax in accordance with Schedule 4.

Unaccompanied has the meaning set out in section 3 of this Determination.

Unaccompanied Location means a Deployment Location where it is unsuitable for Appointees to be Accompanied. A Location may be designated an Unaccompanied Location for operational, security or other reasons (cf Accompanied Location).

United Nations (UN) Missions means an Assignment to a location where United Nations Missions entitlements apply.

1.5 Application

This Determination is made under section 40H(2) of the AFP Act and sets out the terms and conditions applying to Appointees for the duration of their Assignment.

This Determination applies to Appointees who have been assigned under section 40H(1) of the AFP Act, or otherwise directed, to perform duties outside Australia for more than 21 days. It may apply for shorter Assignments at the discretion of the Delegate. This Determination applies to the Appointee for the duration of the Assignment.

This Determination does not apply to any Appointee assigned to any of the Australian External Territories.

Unless otherwise determined in writing, this Determination does not apply to an Appointee:

a. who has been declared by the Commissioner to be a Senior Executive AFP Employee under section 25 of the AFP Act; or
b. is a consultant or independent contractor engaged under section 35 of the AFP Act.

This Determination is comprehensive. Unless otherwise provided in writing, it exclusively sets out the terms and conditions applying to Appointees.

Unless otherwise specified within this Determination, the EA or ELEA cease to apply to an Appointee for the duration of their coverage by this Determination.

The duration of the Assignment is as specified in the Assignment of Duties unless otherwise determined by the Delegate in writing.

1.6 Variations and Alterations to Determination

The Commissioner, or NMPSS, may in writing, from time to time alter or vary the terms and conditions contained in this Determination.

1.7 Delegation

The Commissioner may, by written instrument, delegate any of the Commissioner’s powers or functions under this Determination.

A person exercising delegation powers or functions under this Agreement must comply with any conditions, directions or limitation imposed by the Commissioner.

This section does not limit the power of the Commissioner to authorise a person to act for and on his or her behalf.
1.8 Tax Exemption

A tax exemption entitlement is not conferred by this Determination. Income tax exemptions available to an Appointee are determined by the income tax legislation applicable at the time the foreign earnings are derived. This legislation may change at any time. If the applicable legislation changes, this Determination does not confer any separate entitlement to tax exemption. In the situation where the income tax legislation no longer provides for tax exemption, payments will no longer be made on Tax Adjusted Terms.

Appointees may obtain Private Rulings from the Australian Taxation Office, which verify income tax exemption availability. To ensure the appropriate amount of tax is withheld from the Appointee’s salary, and to avoid overpayment or double benefit, Appointees are required to disclose the outcome of any Private Ruling to the AFP’s Pay Team within 3 weeks of receipt of the Ruling. Overpayments will be dealt with as set out in section 1.11 below.

1.9 Professional Standards

The Commissioner’s Orders and AFP Governance, continue to apply during an Assignment.

In particular, Appointees must obey the AFP’s Professional Standards as set out in AFP Commissioner's Order 2 on Professional Standards (CO2). The AFP’s Professional Standards include the: Code of Conduct; Commander's Orders relevant to the Appointee's mission; and, any other relevant instrument or policies including Commander's Orders.

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

a. the AFP Act;
b. the Public Governance, Performance and Accountability (PGPA) Act 2013;
c. the Work Health and Safety Act 2011 (Cth);
d. directions given by the responsible National Manager; and
e. directions given by the person under whose control, direction or supervision the person is performing their duties.

In addition to the AFP’s Professional Standards, an Appointee must comply with the laws of the Host Nation.

Failure to maintain the highest standards of conduct, in accordance with the expected standards contained in these instruments, may cause a review of the conduct involved. This could lead to Professional Standards action being taken. Alleged breaches of Professional Standards during an Assignment may result in action being taken including:

a. suspension with or without pay; and/or
b. reassignment of duties either within the Deployment Location or back in Australia; or
c. termination of the Assignment.

1.10 Underpayment

In the event of an underpayment of salary or allowances to an Appointee, the amount owing to the Appointee will be paid as soon as practicable. Where possible, it will be paid in accordance with the Appointee’s request.

1.11 Overpayment

Where an overpayment of salary or an allowance has occurred, the overpayment will be recovered in accordance with the process set out in the Commissioner’s Financial Instructions dealing with Debts Owing to the AFP and Debt Management.
1.12 No Further Claims

No further claims for payment will be paid other than under this Determination.

1.13 Dispute Avoidance and Resolution

For the purpose of preventing and resolving disputes arising from this Determination, the dispute avoidance and resolution procedures specified below will be followed.

Wherever possible, disputes will be resolved between the relevant supervisor and the Appointee.

For the purpose of this section, ‘party to a dispute’ means the AFP, an individual Appointee or a group of Appointees covered by this Determination. A party to the dispute may appoint another person, organisation or association to accompany/represent them in relation to a dispute.

Dispute Procedure

Step 1
If a dispute occurs in relation to this Determination the Appointee(s) concerned (and, where applicable, their representatives) should raise the matter with the relevant immediate supervisors and/or manager. The supervisor and/or manager will have the responsibility and the authority to investigate and resolve the matter by reference to this Determination and any other relevant information and will normally respond to the Appointee(s) within 14 days.

Step 2
If the dispute is not resolved at the supervisor and/or manager level it may be referred to the next level of management seniority (eg National Manager) who will then have the responsibility and the authority to investigate and resolve the matter to the satisfaction of all parties. That senior manager will normally respond to the Appointee(s) within 14 days of receiving notice of the dispute.

Step 3
If the dispute is not able to be resolved it may be referred to NMPSS for resolution.

Step 4
Where a dispute is not resolved after the processes undertaken in accordance with the internal dispute resolution process, a party to the dispute, and, where they choose, their representative may apply to a relevant court or tribunal in relation to the dispute.

1.14 Transitional Allowance

On 1 December 2013, the Determinations listed in section 1.3 are revoked. Any Appointees whose Assignment was covered by a Revoked Determination will be covered by this Determination from 1 December 2013.

Appointees who are on Assignment on the Revocation Date will not be financially disadvantaged as a direct result of differences between a Revoked Determination and this Determination. If there is a shortfall between the financial entitlements under a Revoked Determination and this Determination, the Appointee will be paid a Transitional Allowance.

Where an extension to an existing Assignment is offered and accepted after the Commencement Date, it will be on the terms of this Determination and no Transitional Allowance will be payable for the extended Assignment. The Transitional Allowance will not be paid on Tax Adjusted Terms.
Transitional Allowance

The Transitional Allowance will be calculated on the following basis:

\[
\text{[Total calculated value of financial entitlements under the Revoked Determination]}
\]
\[
\text{Less}
\]
\[
\text{[Total calculated value of financial entitlements under this Determination]}
\]

The Transitional Allowance will be paid fortnightly in the regular pay cycle until the date the Assignment under the Revoked Determination was due to end, were it not for the commencement of this Determination.

Transition of Leave Entitlements

On 1 December 2013, leave entitlements already accrued under Revoked Determinations will be transferred to equivalent leave entitlements under this Determination in the following manner:

a. Mission Accrued Leave balances will continue to operate as outlined in Schedule 3 – Special Circumstances;
b. Annual Leave entitlements accrued overseas will be transferred to Overseas Annual Leave.

All Appointees, excluding those on UN Missions, will be provided with an Overseas Personal Leave entitlement of 18 days (or pro-rata). This represents the balance the Appointee would have accrued if they were covered by this Determination from the start of their Assignment (rather than a Revoked Determination).

Appointees, whose Assignments are due to end on 30 November 2013, who by 1 December 2013, have been unable to acquit leave accrued under the Revoked Determination will be permitted to access that accrued leave and be paid allowances applicable under the relevant Revoked Determination.

1.15 Special Circumstances Entitlements

General Information

NMPSS may approve Special Circumstances Entitlements on a case-by-case basis in the form of additional remuneration, leave or other entitlements to address exceptional or unique circumstances to apply in addition to the entitlements provided for under this Determination.

NMPSS has already approved a number of entitlements that are to apply in particular special circumstances that have already been identified. These Special Circumstances Entitlements are found at Schedule 3 – Special Circumstances.

NMPSS may consider approving additional entitlements for special circumstances on a case-by-case basis after consideration by the respective portfolio Delegate.

Special Circumstances Composite

Foreseen or unforeseen circumstances may require an Appointee(s) to work varied, extended or additional hours in response to genuine operational requirements. Special Circumstances may include: reactive attendance; provision of surge capacity; or public disorder management duties.

In these circumstances a Delegate may determine in writing that an additional Special Circumstances Composite be paid to an Appointee or group of Appointees. A Delegate considers a Special Circumstances Composite on a case-by-case basis on consideration of the circumstances and the required response by an affected Appointee(s).

It is payable for the duration of the special circumstances requirement (including relevant travel time).
Special Circumstances Composite is paid at the rate of 20% of Base Salary. Special Circumstances Composite is paid in addition to the Flexibility Allowance. It is not paid on Tax Adjusted Terms and does not count as salary for superannuation.

2. General Terms and Conditions

2.1 Base Salary

Appointees covered by this Determination will be assigned at their applicable substantive Base Salary level under the EA or ELEA.

During Assignment, Appointees are eligible for the salary increments and base salary increases they would otherwise have been entitled to receive under the EA or ELEA.

If, prior to Assignment, Appointees were entitled to a Core Composite (22%) under the EA, then the equivalent proportion of the Flexibility Allowance under this Determination will count as salary for superannuation purposes.

Base Salary will not be paid on Tax Adjusted Terms.

2.2 Higher Duties Allowance

Where an Appointee has been assigned to duties at a higher level, they may be eligible to be paid HDA. The HDA is the difference between the Appointee’s Base Salary and the minimum Base Salary applicable to the higher duties being performed.

Similarly, where it is determined an Appointee is assigned to duties at a lower level; the Appointee will be paid the highest pay point of the band level applicable to the lower level duties being performed. For the period of the assignment to duties at that lower level the Appointee will be reduced in classification.

2.3 Leave Entitlements

2.3.1 Overseas Annual Leave Entitlements

At the commencement of an Assignment, an Appointee’s entitlement to accrue and/or utilise recreation leave under the relevant EA or ELEA will be frozen. These EA or ELEA leave entitlements will remain frozen until the Appointee is no longer covered by this Determination.

An Appointee covered by this Determination is entitled to accrue and utilise Overseas Annual Leave, excluding Assignments included in Schedule 3 – Special Circumstances. Overseas Annual Leave is accrued in lieu of any leave entitlements applicable under the EA or ELEA, and takes into account all types of leave available under these agreements.

Overseas Annual Leave will be provided at the following rates. For an Appointee normally covered by the terms and conditions of the:

a. EA – 6 weeks plus 4 Mandatory Rest Days (MRDs); or
b. ELEA – 5 weeks.

In respect of (a) and (b) above, public holidays will be observed as they apply in the Australian Diplomatic Mission (as determined by the Australian Government Department of Foreign Affairs and Trade) and if an Appointee is unable to observe the day nominated as a public holiday, they will be entitled to a day in lieu of this day which is to be taken during the period of Assignment. Stand-down days as provided under the EA or ELEA will not apply unless gazetted for the Australian Diplomatic Mission. Public Holiday observation will not apply to Appointees assigned to locations included in Schedule 3 – Special Circumstances.
Overseas Annual Leave accrues on a daily basis, and cannot be taken before it accrues. Where an Appointee requires a period of leave in excess of their Overseas Annual Leave accruals they may request Delegate approval to take accrued leave entitlements applicable under the relevant EA or ELEA. Where such a request is approved, the Appointee will immediately cease to be covered by the provisions of this Determination and will be covered by the relevant EA or ELEA entitlements. Any approved HDA will continue to apply for the period of the approved leave.

All Overseas Annual Leave should be taken throughout the period of the Assignment. Where there are operational requirements that restrict an Appointee taking leave during the assignment period, the appointee can request Delegate approval to take the leave at the end of the Assignment. This leave is to be taken immediately upon return to Australia, and must be exhausted before any other accrued leave applicable under the EA or ELEA is taken.

Overseas Annual Leave may not be taken at half pay.

In exceptional circumstances, where an Appointee is not able to utilise all of their Overseas Annual Leave entitlement, the Delegate may consider allowing the remaining leave to be encashed. This encashment of leave will be considered on a case-by-case basis and subject to the AFP’s legislative obligations.

At the conclusion of an Assignment where an Appointee has any remaining Overseas Annual Leave accruals that are less than a full calendar day, the remaining accrual will be encashed. This encashment will include all applicable allowances.

The accrual of Annual Leave under the applicable EA or ELEA will commence at the conclusion of the Assignment inclusive of any Overseas Annual Leave taken upon return to Australia.

2.3.2 Non-AFP Annual Leave Entitlements

Where Non-AFP Annual Leave Entitlements are granted to an Appointee by a Third Party for example the United Nations (Third Party Annual Leave) the Appointee does not also accrue Overseas Annual Leave under this Determination.

An Appointee who is deployed to a UN Mission for a period of 6 months or more will be afforded 20 calendar days leave at the end of their Deployment. This is to be taken immediately upon conclusion of the Deployment and will be included in the Assignment period.

2.3.3 Overseas Personal/Carer’s Leave Entitlements

An Appointee’s entitlement to accrue and/or utilise Personal/Carer’s leave under the relevant EA or ELEA will be frozen at existing levels whilst this Determination is operative. Any Overseas Personal/Carer’s leave that is unused at the end of an Assignment will be transferred into the Appointee’s Australian based leave accruals.

With the exception of those Appointees deployed to a United Nations Mission, Appointees will be provided 18 days of Overseas Personal/Carer’s leave for each 12 months of Assignment (or on a pro-rata basis for periods of Assignment less than 12 months).

Overseas Personal/Carer’s leave may be granted to an Appointee in the following circumstances:

a. where the Appointee is not fit for work due to illness, or injury; or
b. to provide care or support to the Appointee’s accompanying Dependants because of:
   i. an illness, or injury; or
   ii. an unexpected emergency.

Where an Appointee requires additional Overseas Personal/Carer’s leave in excess of the amount provided for under this Determination, subject to the approval of the Delegate the Appointee may be required to return to Australia and utilise relevant EA or ELEA entitlements.
For the purpose of this section, a day is deemed to be the Normal Working Hours the Appointee would normally have worked had they not taken the leave.

2.3.4 Compassionate Leave Entitlements

With the exception of those Appointees deployed to a United Nations Mission, the Delegate may grant an Appointee three days of paid Compassionate Leave if an Appointee’s Immediate Family Member:

a. contracts an illness, or injury, that poses a serious threat to his or her life; or
b. to attend a funeral of an Appointee’s Immediate Family Member.

In exceptional circumstances, the Delegate may extend Compassionate Leave Entitlements up to a maximum of five days.

The Delegate may require the Appointee to provide evidence of the illness, injury or death in support of the request for leave. For the purpose of this section, a day is deemed to be the Normal Working Hours the Appointee would normally have worked had they not taken the leave and does not include time taken to travel back to their Pre-Deployment Location.

The AFP will fund travel for the Appointee from the Deployment Location to the Pre-Deployment Location. The class of travel to be taken by the Appointee to and from the Deployment Location is Economy.

2.4 Allowances

Eligibility

All Allowances are payable to an Appointee under this Determination:

a. from the day the Appointee is assigned to the Deployment Location and includes weekends and public holidays observed at the Deployment Location;
b. during approved Overseas Annual Leave and UN Leave;
c. during approved Compassionate Leave;
d. when the Appointee is absent, on duty (for example to attend meetings in Australia) from the Deployment Location for up to 14 calendar days. This continued entitlement is subject to approval by the Delegate who must be satisfied the Appointee has ongoing costs at the Deployment Location.
e. On encashment of any Overseas Annual Leave accruals that are less than a full calendar day, at the conclusion of the Assignment.

Allowances are not payable when an Appointee is:

a. not entitled to salary; or
b. on long service leave; or
c. on encashment of Overseas Annual Leave at the conclusion of the Assignment; or
d. assigned to duties in Australia; or
e. for periods of Australian Defence Reserve Service Leave.

Allowances are not payable for approved Dependants who are absent from the accompanied Deployment Location in excess of 28 days.

The Delegate has the discretion to limit allowances in circumstances where two Appointees, who are Spouses, are on Assignment to the same Deployment Location. However, each Appointee remains entitled to their individual Flexibility Allowance and COLA.

NMPSS has discretion to continue to pay Allowances in special circumstances (see section 1.15).

There is no entitlement to Allowances until the commencement date of the Assignment. The entitlement to Allowances ceases at the end of the Assignment.
2.4.1 Flexibility Allowance

Purpose

A Flexibility Allowance is an allowance that recognises the expectation that the Appointee may be required to work rostered shifts and/or hours outside of normal business hours without further remuneration.

Eligibility

The Flexibility Allowance is only payable to Appointees deployed at the Band 1-8 level.

Flexibility Allowance Rate

An Appointee assigned to duties overseas at the Band 1-8 level is entitled to a Flexibility Allowance calculated at 25% of their Base Salary, up to the Base Salary Cap level as specified in Schedule 1 – Base Salary Cap and Allowances. Flexibility Allowance will not be paid on Tax Adjusted Terms.

2.4.2 Cost of Living Adjustment

Purpose

Cost of Living Adjustment (COLA) is provided to an Appointee covered by this Determination for the increased cost of purchasing goods and services at an eligible Deployment Location. COLA is provided to supplement the difference in the cost of meals, goods and other services between an Appointee’s Deployment Location and Australia. The intention of COLA is not to cover all of these costs but to enable Appointees to live at a comparable standard to that in Australia (where possible).

AFP’s service provider, ECA International (ECA) calculates the difference between the cost of living at the Deployment Location and Canberra, that difference being illustrated as the COLA Deployment Location Index.

The Index is applied, with varying amounts of COLA payable based on the ECA rating of a particular location. The Index is adjusted fortnightly in line with exchange rate variations. No adjustment is made to salary when the low cost of living at a Deployment Location results in a negative index. Base indices are adjusted regularly following ECA price surveys. Higher Duties Allowance is included in the calculation of fortnightly base salary.

Calculation of COLA is on the following basis:

\[ \text{COLA} = \text{Fortnightly Net Base Salary} \times \text{multiplied by COLA Rate} \]

Where Fortnightly Net Base Salary = Base Salary less Fortnightly Tax Withholding.

Fortnightly tax withholding is the total tax withholding deducted from the members pay for the fortnight as calculated on base salary, composite, taxable allowances and other considerations which alter tax withholding.

COLA Rates

The COLA rate for a particular location as determined by ECA is applied to an Appointee’s Fortnightly Net Base Salary and is calculated and paid on a fortnightly basis. COLA will not be paid on Tax Adjusted Terms.

Eligibility

Appointees deployed as part of a UN mission or Appointees who are provided both accommodation and meals by the AFP are not entitled to receive the COLA.
2.4.3 Overseas Allowance

Purpose

An Overseas Allowance is to enable Appointees flexibility to make personal choices on how they offset the wide range of impacts an Assignment has on their lives. It provides a buffer to even out the effect of costs which may not be separately covered by other allowances paid under Revoked Determinations.

Calculation of Overseas Allowance

The Overseas Allowance is calculated at 20% of the Appointee’s Base Salary up to the Base Salary Cap level as specified in Schedule 1 – Base Salary Cap and Allowances. An Appointee covered by this Determination will receive the payment as a percentage of their gross base salary as an Overseas Allowance. Overseas Allowance will be paid on Tax Adjusted Terms.

2.4.4 Outlay Advance

Purpose

An Outlay Advance is an interest-free loan available to Appointees about to undertake an Assignment of at least 50 weeks in duration. It is a one-off payment designed to cover establishment and set-up costs at the Deployment Location. There is no restriction placed on the use of the advance.

Eligibility and conditions

The maximum amount of the Outlay Advance is outlined in Schedule 1 – Base Salary Cap and Allowances. This amount is set by the AFP within the allowable Fringe Benefits Tax (FBT) limitations as reviewed from time to time. This allows the advance to increase (and if necessary decrease) so that the AFP is able to maximise the advance made available.

This advance will be paid no more than six months before the commencement of Assignment and must be repaid within the first 12 months of Assignment starting from the first payday after receipt by fortnightly deductions through the pay system.

There is no joint Assignment entitlement of the Outlay Advance for spouses. Appointee couples can only be granted up to a combined amount as outlined in Schedule 1 – Base Salary Cap and Allowances.

2.4.5 Location Allowance

Purpose

A Location Allowance is paid at certain Deployment Locations in recognition of the effects on an Appointee’s lifestyle or welfare which may be significantly different from those in Australia.

Deployment Locations are rated from Category A to Category F depending on the assessed level of hardship. The allowance is paid on a sliding scale according to this rating. The rate of the Location Allowance is based on the Deployment Location’s hardship category as determined by ECA.

Based on the hardship rating of a particular location, a percentage of an Appointee’s Base Salary up to the Base Salary Cap level as specified in Schedule 1 – Base Salary Cap and Allowances is payable as a Location Allowance. Location Allowance will be paid on Tax Adjusted Terms.

Period of Entitlement

Location Allowance is payable for the duration of the Assignment, unless otherwise excluded in this Determination.
2.4.6 Unaccompanied Location Allowance

**Unaccompanied Location Allowance (ULA)** is paid to Appointees who are assigned to an Unaccompanied Location (see Definitions in section 1.4). Appointees assigned to a Location in Schedule 3 – Special Circumstances are ineligible for this Allowance unless the delegate approves their specific exclusion from Schedule 3.

The ULA recognises the challenges involved in Assignments to Unaccompanied Locations where, for operational and other reasons, it is unsuitable for Appointees to be accompanied. In recognition of these challenges Appointees whose Assignments are 12 months or more will be granted an allowance of AUD$10,000 per year paid pro rata on a fortnightly basis commencing the date of Assignment. Overseas Annual Leave will count toward the 12 month Assignment period for the ULA.

If two Appointees who usually reside together are assigned to the same Unaccompanied Location for a period of time, only one Appointee will be entitled to the ULA. ULA will be paid on Tax Adjusted Terms.

2.4.7 Travel to and from Deployment Location

**Cost of Travel**

Travel to the Deployment Location to commence the Assignment and return travel to Australia on completion of the Assignment will be funded by the AFP for the Appointee and approved accompanying Dependants utilising the most direct route:

- a. at the commencement and on completion of the Appointee’s Assignment;
- b. on termination of the Assignment by the Delegate, or
- c. on termination of the Assignment by the Appointee where the Delegate is satisfied it is reasonable that the AFP meet the travel costs.

**Class of Travel**

The class of travel to be taken by the Appointee and approved Dependants to and from the Deployment Location is limited to:

- a. Economy airfare for Band 1-8 Appointees and approved Dependants at the allowable cost.
- b. Premium Economy airfare (where available) for Executive Level Appointees and their approved accompanying Dependants when the Dependants are travelling with the Appointee and utilising the same travel entitlement. This class of travel will apply to the international leg and any domestic legs outside of Australia undertaken as part of the continuous journey of the Appointee’s primary destination. For all other flights, Economy class fares will apply.

**Baggage Allowance**

Where an Appointee’s personal effects are not air freighted to and from the Deployment Location, an Appointee and each approved dependant may receive an entitlement of 15 kilograms or one additional piece of excess baggage, in addition to the normal airline baggage allowance.

Appointees may convert their entitlement to the equivalent value for Unaccompanied air freight (for example, the value of Accompanied excess baggage may enable an Appointee to purchase a higher volume of Unaccompanied air freight).

The Delegate may approve additional excess baggage entitlements in exceptional circumstances. Existing excess baggage entitlements already approved on a standing basis will continue to apply. Additional requests may be submitted for the Delegate’s consideration.
2.4.8 Compassionate Travel

General Information

With the exception of those Appointees deployed to a United Nations Mission, an Appointee is entitled to Compassionate Travel where the Delegate has approved Compassionate Leave. Compassionate Travel will be funded to the Appointee’s Pre-Deployment Location.

In addition, where there is a serious family crisis involving the welfare of an Immediate Family Member in Australia, the Delegate may approve special travel.

Where an Appointee, or their accompanying Spouse or Dependant is critically ill or dies in the Deployment Location, the Delegate may approve AFP funded Compassionate Travel to and from the Deployment Location for one Immediate Family Member of the Appointee or the Appointee’s Spouse or Dependant.

Compassionate Travel may be provided on each occasion that an Appointee’s Immediate Family Member:

a. contracts a critical illness, or injury, that poses a serious threat to his or her life; or
b. dies.

The Delegate may require the Appointee provide evidence of the illness, injury or death in support of the request for travel.

The Delegate may approve Compassionate Travel for an accompanying Spouse or Dependant using the same criteria as would be applicable for an Appointee.

If an Appointee or Appointee’s Spouse or Dependant is required to travel to a location other than the Appointee’s Pre-Deployment Location, it will be a personal responsibility to fund any excess fee above the best fare of the day to that location.

The class of travel to be taken by the Appointee to and from the Deployment Location is Economy.

2.5 Residential Accommodation

General Information

The AFP or a third party will provide an Appointee with a suitable, furnished accommodation having regard to the:

a. status and position of the Appointee;
b. number of approved Dependants at the Deployment Location; and,
c. conditions at the Deployment Location.

The AFP will not pay furniture rental and utility related costs where the Appointee is on Assignment to:

a. UN Mission; or,
b. where accommodation for the Assignment is otherwise fully provided for in a compound (eg RAMSI).

An Appointee who is required to pay property taxes or other such payments at the Deployment Location, arising out of an agreement entered into or funded by the Commonwealth, will be reimbursed for such costs.
2.6 Field Allowance

**Purpose**

With the exception of those Appointees deployed to a United Nations Mission, a **Field Allowance** may be payable to an Appointee covered by this Determination to the extent that the AFP or a third party are unable to provide an Appointee with a suitable residence. Field Allowance may apply if the standard of housing is rudimentary or where the Appointee is required to camp out.

**Eligibility and Conditions**

Where a Field Allowance is deemed to be payable, eligibility is under the same conditions as outlined in Section 2.4.

Appointees who are eligible for Field Allowance remain eligible for Location Allowance.

**Calculation of Field Allowance**

The Field Allowance is calculated on a sliding scale according to the standard of accommodation that is provided to the Appointee at the fixed daily rates based on the criteria outlined in Schedule 1 – Base Salary Cap and Allowances.

The Field Allowance is payable on a fortnightly basis and is paid on Tax Adjusted Terms.

2.7 Health Services Provided Overseas

**General Information**

The AFP provides for treatment of day-to-day health matters, illnesses or injuries that arise during or as a result of Assignment. As far as practicable, the AFP will provide Appointees, and approved accompanying Dependants, assistance to access hospital and medical facilities of a standard similar to those available in Australia.

The AFP will not cover specialist treatment of pre-existing conditions or elective treatments such as cosmetic treatments (for example shape altering plastic surgery, laser eye surgery, capping of teeth, orthodontic work, joint replacements, vasectomies or IVF treatments).

2.8 Leave Fares

2.8.1 Annual Leave Fares

**Purpose**

One **Annual Leave** Fare is provided per year for Appointees Assigned for at least 12 months to enable Appointees to gain access to medical, dental and/or shopping facilities which are unavailable at the Deployment Location. Leave Fares for those with Special Circumstances are provided for as part of Schedule 3 - Special Circumstances. They are not also entitled to the fare provided in this section.

An Annual Leave Fare up to the value of a return fare to the Appointee’s Pre-Deployment Location, from the Deployment Location is available to an Appointee.

With the exclusion of those Appointees deployed to a United Nations Mission, the Appointee will be responsible for privately booking Annual Leave Fares. Reimbursement will be made by the AFP upon production of receipts. The Annual Leave Fare must be used within the 12 month accrual period; however carry-over of an Annual Leave Fare may be approved where operational requirements restrict the Appointee from utilising it.

An Appointee may choose where they travel during Overseas Annual Leave. However, the AFP will only reimburse the Appointee up to the value of the ‘best fare of the day’ from the Deployment Location.
Location to their Pre-Deployment Location. If the cost of the fare to the Leave location is higher than this, the difference will be paid by the Appointee. If the travel is less than the cost to go to the Pre-Deployment Location, the AFP will not reimburse the Appointee for greater than the actual cost of the fare.

The AFP will not cover any other travel costs such as taxi fares, meals, incidentals, hotel accommodation at avoidable stopovers, excess baggage and similar costs.

Class of Travel

The class of travel to be taken by the Appointee and approved accompanying Dependents to and from the Deployment Location is Economy.

Accompanied Appointees

All approved accompanying Dependents of an Accompanied Appointee to an Overseas Assignment are eligible to receive the same Leave Fare Entitlements as the Appointee. There is no requirement that Dependents travel with the Appointee or in conjunction with a period which coincides with the Appointee's Overseas Annual Leave or additional leave.

2.8.2 Respite Fare Allowance

With the exclusion of Appointees assigned to a UN Mission, the Respite Fare Allowance is paid to Appointees who are assigned to a location for at least 12 months where they are deployed on an unaccompanied basis for the duration of the Assignment due to operational requirements. It is an allowance which enables an Appointee to return to Australia or another chosen location.

The Respite Fare Allowance is paid in accordance with Schedule 1 – Base Salary Cap and Allowances in the form of a pro rata fortnightly allowance and is paid on Tax Adjusted Terms.

Respite Fare Allowance Eligibility

An Appointee may only receive a Respite Fare Allowance on Assignments equal to or greater than 12 months in duration, or for shorter Assignments at the discretion of the Delegate.

Respite Fare Allowance does not apply to any Appointee who is in receipt of an Accompanied Allowance. Respite Fares for those with Special Circumstances are provided for as part of Schedule 3 – Special Circumstances, and are not entitled to the fare provided in this section.

An Appointee is ineligible to access both the Reunion Fare Allowance and the Respite Fare Allowance.

2.8.3 Reunion Fare Allowance

General Information

Reunion Fare Allowance is only available in circumstances where the:
   a. Assignment is to an Accompanied Location;
   b. Assignment has been offered on an Accompanied basis; and
   c. Appointee has elected not to be Accompanied.

Reunion Fare Allowance is paid to Appointees Assigned for equal to or greater than 12 months and provides Appointees with an allowance to reunite with Spouse and/or Dependant(s) who remain in Australia and do so for the duration of the Assignment.

The Reunion Fare Allowance is paid in accordance with Schedule 1 – Base Salary Cap and Allowances in the form of a pro rata fortnightly allowance. Reunion Fare Allowance will be paid on Tax Adjusted Terms.
Reunion Fare Allowance Eligibility

An Appointee may only receive a Reunion Fare Allowance on Assignments equal to or greater than 12 months in duration, or for shorter Assignments at the discretion of the Delegate. An Appointee is not entitled to a Reunion Fare Allowance if they are in receipt of an Accompanied Allowance for that approved Dependant. Reunion Fares for those with Special Circumstances are provided for as part of Schedule 3 – Special Circumstances, and are not entitled to the fare provided in this section.

An Appointee is unable to access both the Reunion Fare Allowance and the Respite Fare Allowance.

Appointees assigned to a UN Mission are ineligible for the Reunion Fare Allowance.

2.9 Effect of Resignation from the AFP by Appointee

When an Appointee resigns and thereby ends an Assignment early, the AFP will fully reimburse the:

a. Appointee’s air travel;
   b. air travel of an Appointee’s approved accompanying Dependents; and
   c. removal of personal effects from the Deployment Location to Australia.

No financial assistance will be provided for air travel or removals if less than half the ordinary period of Assignment has been completed at the time of resignation or termination by the Appointee.

Unless the Appointee (and approved accompanying Dependents) returns to Australia at the end of the Assignment, the AFP will not pay the travel cost. Unless NMPSS expressly authorises otherwise, an Appointee (and approved accompanying Dependents) is only entitled to assistance if the Appointee (and approved accompanying Dependents) returns to Australia within 2 weeks of resignation of AFP employment or early termination of the Assignment by the Appointee. An Appointee will not be reimbursed an amount greater than the Allowable Travel Cost of the Appointee’s and their approved accompanying Dependents air travel.

2.9.1 Effect of Early Termination of Assignment by Appointee

When an Appointee ends an Assignment before the schedule period of Assignment is completed, the AFP will fully reimburse the:

a. Appointee’s air travel;
   b. air travel of an Appointee’s approved accompanying Dependents; and
   c. removal of personal effects from the Deployment Location to Australia.

Unless the Appointee (and approved accompanying Dependents) returns to Australia immediately upon the termination of the Assignment, the AFP will not pay the travel cost, except where NMPSS has decided otherwise. An Appointee will not be reimbursed an amount greater than the Allowable Travel Cost of the Appointee’s and their approved accompanying Dependents air travel.

2.9.2 Training, Briefing, Debriefing and Reintegration

Where required, Appointees will make themselves available for additional training, briefing and debriefing at the conclusion of their Assignment. An Appointee may also be required to complete medical and psychological debriefs and a reintegration process at the conclusion of their Assignment.

The delegate will determine if these activities are to occur immediately upon arrival in Australia prior to returning to their identified Australian place of duty.
3. Additional Terms and Conditions for Accompanied Assignments

General Information

The Terms and Conditions set out in this section apply only to Assignments that are Accompanied. They are in addition to the Terms and Conditions set out in section 2.

When is an Appointee Accompanied?

An Assignment is Accompanied where the:

a. Assignment is to an Accompanied Location;
   b. Assignment has been offered on an Accompanied basis;
   c. Appointee has **elected to be Accompanied**; and,
   d. Appointee’s Spouse or approved accompanying Dependents reside with the Appointee at the Deployment Location.

An Appointee is also deemed to be Accompanied when, at the commencement of the Assignment, the Appointee’s Spouse or approved accompanying Dependents intend to reside with the Appointee in the Deployment Location within the first 90 days.

Appointees are usually only offered Assignments on an Accompanied basis equal to or greater than 24 months. However, at the discretion of the Delegate, Accompanied Assignments may be offered for shorter periods.

When an Appointee becomes Unaccompanied

An Appointee becomes Unaccompanied if:

a. the Spouse or approved accompanying Dependant of the Appointee is absent from the Deployment Location for a consecutive period greater than 28 days, or
b. Notwithstanding an intention to reside, neither the Spouse nor a Dependant actually reside with the Appointee within the first 90 days.

Allowances and entitlements will be adjusted to reflect any change from Accompanied to Unaccompanied or vice versa.

It is the responsibility of an Appointee to bring to the attention any changes in circumstances which may affect eligibility for payment of an Accompanied Allowance and entitlements. Failure to do so may result in an overpayment.

At the discretion of the Delegate, Appointees who are deemed to be on an Accompanied Assignment and are assigned to RAMSI, Timor-Leste, Papua New Guinea, may request to be considered as Unaccompanied and be covered by Schedule 3 entitlements.

Any request to be considered as Unaccompanied must be made to the Delegate prior to commencement at the Deployment Location and before any applicable allowances are paid. If such a request is approved, the Appointee will no longer be eligible to entitlements that apply to Accompanied Assignments. If the request is approved they cannot then apply to revert to Accompanied entitlements.

Where an Appointee becomes Unaccompanied and their Spouse is on Assignment to the same Deployment Location, the Delegate has the discretion to limit allowances. However, each Appointee remains entitled to their individual Flexibility Allowance and COLA.
3.1.1 Transfer Allowance

Appointees who are on an Accompanied Assignment will be eligible to one Transfer Allowance per deployment. This will be a gross allowance calculated at 8% (plus 2% for each approved accompanying Dependant) of their Base Salary, applicable to the Assignment up to the Base Salary Cap level as specified in Schedule 1 – Base Salary Cap and Allowances. Transfer Allowance will not be paid on Tax Adjusted Terms.

The Transfer Allowance can be accessed six months prior to their Assignment but not later than one month prior.

Should the Assignment not proceed, the Commissioner will require recovery of any unexpended portion of the Transfer Allowance.

3.2 Accompanied Allowances

If an Appointee is Accompanied, an Appointee is entitled to receive additional Accompanied Allowances as outlined in Schedule 1 – Base Salary Cap and Allowances, paid on a pro-rata basis as a fortnightly allowance. Accompanied Allowances will be paid on Tax Adjusted Terms.

Joint Assignment Entitlements

If an Appointee is Assigned with a Spouse who is posted with an Australian Public Service (APS) agency, Australian Defence Force (ADF) or through the AFP, the Appointee is not entitled to receive Accompanied Allowances in respect of the Spouse and any approved Dependents if the Appointee’s Spouse is receiving additional compensation in respect of their employment through the other APS agency or from the AFP.

3.3 Removal of Personal Effects

Appointees on Accompanied Assignments are eligible for removal of personal effects.

Removing personal effects to and from the Deployment Location is based on a cubic metre allowance system, subject to quarantine and Customs regulations. The table at Schedule 2 – Removal of Personal Effects specifies the cubic metre (m³) limits by family composition for Appointees proceeding on Assignment or returning to Australia from an Assignment, plus any extensions. Cubic metre volume limits refer to packed amounts, with external packaging being included in the volume allowance.

Any additional cubic metre allowance will be at the Appointee’s own expense.

Acceptable personal and household effects that may be considered reasonable for inclusion in an AFP funded shipment include, but are not limited to:

- **Personal items** – Clothing, reasonable quantity of books, framed paintings/prints, limited sporting equipment including bicycles, tennis racquets, golf clubs.
- **Household items** – Linen, crockery, glassware, cutlery, kitchen utensils, small electrical appliances, home computer equipment, reasonable quantities of small/soft furnishings and ornaments and other small, lightweight items that are intended to help re-establish a home.

**Exclusions** – Pets, dangerous/hazardous/combustible/explosive materials, food stuffs and other perishable items, motorised vehicles, liquids including alcohol, trailers, boats, caravans and excessively large or heavy items.

The list above is not definitive and further advice should be sought for any items that an Appointee is unsure about and before acquiring items that might be expected to be included in the AFP funded shipment.
Any items requiring fumigation, special clearances, additional packaging, duties or taxes will be at the Appointee’s own expense. Personal effects over the cubic metre allowance will be met by the Appointee.

**Insurance of Personal Effects**

If an Appointee’s personal effects are relocated to the Assignment Location at AFP expense, the Appointee is entitled to worldwide, multiple risk insurance to the value of not more than AUD$80,000 for the period beginning on the day the goods are uplifted from the Appointee’s residence in Australia, and ending on the day on which the goods are returned to the Appointee’s residence in Australia at the end of the Assignment. The costs associated with the payment of premiums above this limit will be the Appointee’s own expense.

If an Appointee’s personal effects have been stored at AFP expense in Australia, they may be entitled to compensation for any loss or damage arising from the storage and removal to and from storage. For insurance purposes, the AFP will cover the personal effects stored in Australia to the value of AUD$80,000 being the total AFP indemnity covered by this Determination. The costs associated with the payment of premiums over this limit will be the Appointee’s responsibility.

**Storage**

An Appointee’s personal effects not removed to the Deployment Location can be stored in Australia at the AFP’s expense from the day of uplift until the completion of Assignment, up to and including six (6) weeks from the date of departure from the Deployment Location.

**3.4 Education Costs**

The AFP may provide Education Assistance for Appointees approved accompanying Dependents on an Accompanied Assignment for a period of equal to or greater than 24 months. However, the Delegate may offer education assistance for shorter periods.

Education Assistance may only be provided from the date at which the Appointee commences their Assignment and ceases at the end of the Assignment.

Assistance is provided to Dependents who formed part of the household for at least 50% of the year preceding the Assignment. Assistance is provided for pre-primary, primary and secondary school. Eligibility is based on the Australian Capital Territory age requirements.

Education Assistance covers compulsory enrolment and tuition fees, registration fees and any Government taxes levied on the fees up to the value of that set by the benchmark school in the Deployment Location as determined by Department of Foreign Affairs and Trade (DFAT). Assistance also includes school provided transport. The AFP may fund Foreign Language Tuition where tuition in English is not available. The AFP may also fund remedial tuition on a case-by-case basis where special circumstances exist.

The AFP may provide assistance for boarding school in Australia where the approved Dependents do not accompany the Appointee and Spouse. The AFP may fund compulsory boarding and tuition fees up to the benchmark school in Canberra, the Canberra Grammar Schools. This assistance excludes food expenses which are the Appointee’s own expense. Assistance in Australia ceases at the end of the school term following the completion of the Assignment.

All other costs, including but not limited to, uniforms, textbooks, school lunches, elective and extracurricular subjects, excursions, sports carnivals, field trips, school camps or private transport to and from the school are the Appointee’s own expense.
Schedule 1 – Base Salary Cap and Allowances

The following payments and limits are to take effect from the date of signature.

The **Base Salary Caps** are as follows:
- a. non-Executive Level AUD$100,000;
- b. Executive Level AUD$150,000.

Other allowances are as follows:

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Rate/Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outlay Advance</td>
<td>AUD$7,540</td>
</tr>
<tr>
<td>Field Allowance</td>
<td></td>
</tr>
<tr>
<td>• Unable to provide permanent accommodation and consequently camp out</td>
<td>AUD$35/day pp</td>
</tr>
<tr>
<td>• Appointee accommodation arrangements are rudimentary with no access to individual wash room facilities and in dormitory/shared sleeping arrangements of 2 or more to a room</td>
<td>AUD$25/day pp</td>
</tr>
<tr>
<td>accommoadation arrangements are rudimentary with no access to individual wash room facilities and in dormitory/shared sleeping arrangements of 2 or more to a room</td>
<td></td>
</tr>
<tr>
<td>All Field Allowances are paid on Tax Adjusted Terms.</td>
<td></td>
</tr>
<tr>
<td>Accompanied Allowance</td>
<td></td>
</tr>
<tr>
<td>- Spouse</td>
<td>AUD$5,000 p.a.</td>
</tr>
<tr>
<td>- Per approved accompanying Dependant child</td>
<td>AUD$2,500 p.a.</td>
</tr>
<tr>
<td>Reunion Fare Allowance</td>
<td></td>
</tr>
<tr>
<td>- Spouse</td>
<td>AUD$5,000 p.a.</td>
</tr>
<tr>
<td>- Per approved Dependant child over the age of 12 years</td>
<td>AUD$5,000 p.a.</td>
</tr>
<tr>
<td>- Per approved Dependant child under the age of 12 years</td>
<td>AUD$2,500 p.a.</td>
</tr>
<tr>
<td>Respite Fare Allowance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>AUD$5,000 p.a.</td>
</tr>
</tbody>
</table>
**Schedule 2 – Removal of Personal Effects**

Schedule of cubic metre limits for deployment to and from the Assignment location based on approved family composition (including the Appointee).

<table>
<thead>
<tr>
<th>Family Composition</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Volume of goods outwards (m$^3$)</td>
<td>12</td>
<td>16</td>
<td>18</td>
<td>20</td>
<td>22</td>
<td>24</td>
</tr>
<tr>
<td>Volume of goods inwards (m$^3$)</td>
<td>15</td>
<td>20</td>
<td>23</td>
<td>25</td>
<td>28</td>
<td>30</td>
</tr>
</tbody>
</table>
Schedule 3 – Special Circumstances for Unaccompanied Assignments

The following table identifies additional Special Circumstances Entitlements with effect from the date of signature. It applies to Unaccompanied Assignments (including Unaccompanied Assignments to Accompanied Locations). This Schedule will be reviewed as required by the Remuneration Committee.

The provision of Unaccompanied Leave is intended to allow the Appointee to re-unite with family and re-connect with their community for their wellbeing. The AFP encourages Appointees to utilise this leave for its intended purpose.

At the discretion of the Delegate, Appointees who are assigned to RAMSI, Timor-Leste, Papua New Guinea and Nauru and are covered by this Schedule may request to be paid the ULA instead of the additional Special Circumstance Entitlements in this Schedule. If such a request is approved, the Appointee will no longer be eligible to receive entitlements under this Schedule. If a request is approved they cannot then apply to revert to entitlements under this Schedule.

Appointees who are Assigned to a UN Mission or are entitled to the Transitional Allowance (Section 1.14) cannot apply to be paid ULA instead of Schedule 3 entitlements.

<table>
<thead>
<tr>
<th>Location</th>
<th>Additional Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RAMSI</strong> (Solomon Islands)</td>
<td><strong>Overseas Leave</strong> (Replaces Overseas Annual Leave)</td>
</tr>
<tr>
<td>(Unaccompanied)</td>
<td>An Appointee who is assigned to RAMSI on an unaccompanied basis, greater than 28 days,</td>
</tr>
<tr>
<td></td>
<td>will have access to Unaccompanied Leave.</td>
</tr>
<tr>
<td></td>
<td>Unaccompanied Leave will accrue at the rate of 1 week (7 calendar days) leave for</td>
</tr>
<tr>
<td></td>
<td>every 4 weeks (28 calendar days) overseas assignment.</td>
</tr>
<tr>
<td></td>
<td>Unaccompanied Leave will not accrue during periods of Unaccompanied Leave.</td>
</tr>
<tr>
<td></td>
<td>One weeks leave will be remunerated as 40 hours of salary.</td>
</tr>
<tr>
<td><strong>TIMOR-LESTE</strong></td>
<td><strong>Overseas Leave</strong> (Replaces Overseas Annual Leave)</td>
</tr>
<tr>
<td>(Unaccompanied)</td>
<td>An Appointee who is assigned to Timor-Leste on an unaccompanied basis, greater than</td>
</tr>
<tr>
<td></td>
<td>28 days, will have access to Unaccompanied Leave.</td>
</tr>
<tr>
<td></td>
<td>Unaccompanied Leave will accrue at the rate of 1 week (7 calendar days) leave for</td>
</tr>
<tr>
<td></td>
<td>every 4 weeks (28 calendar days) overseas assignment.</td>
</tr>
<tr>
<td></td>
<td>Unaccompanied Leave will not accrue during periods of Unaccompanied Leave.</td>
</tr>
<tr>
<td></td>
<td>One week leave will be remunerated as 40 hours of salary.</td>
</tr>
<tr>
<td>Location</td>
<td>Additional Entitlement</td>
</tr>
<tr>
<td>-------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| **PAPUA NEW GUINEA**  
(PNG)  
(Unaccompanied) | **Overseas Leave: (Replaces Overseas Annual Leave)**  
An Appointee who is assigned to PNG on an unaccompanied basis, greater than 28 days, will have access to Unaccompanied Leave.  
Unaccompanied Leave will accrue at the rate of 1 week (7 calendar days) leave for every 4 weeks (28 calendar days) overseas assignment.  
Unaccompanied Leave will not accrue during periods of Unaccompanied Leave.  
One week leave will be remunerated as 40 hours of salary. |
| **NAURU**  
(Unaccompanied) | **Overseas Leave: (Replaces Overseas Annual Leave)**  
An Appointee who is assigned to Nauru on an unaccompanied basis, greater than 28 days, will have access to Unaccompanied Leave.  
Unaccompanied Leave will accrue at the rate of 1 week (7 calendar days) leave for every 4 weeks (28 calendar days) overseas assignment.  
Unaccompanied Leave will not accrue during periods of Unaccompanied Leave.  
One week leave will be remunerated as 40 hours of salary. |
| **CYPRUS**  
(Unaccompanied) | **Travel Allowance of AUD$7,000 per year paid in advance in fortnightly instalments.**  
Appointees are to coordinate their own Travel. To receive this Allowance, Appointees are required to depart the Deployment Location country. |
| **OPERATION AREW**  
(Unaccompanied) | **Travel time for operational travel of up to two days (48hrs) to and from the Appointees Deployment Location.**  
This travel time will be considered as part of the Appointees Assignment period.  
An Appointee, who is assigned to Operation Arew and is subject to hotel style accommodation where there is no access to kitchen or laundry facilities, will receive an allowance of $996.80 per fortnight.  
Where an Appointee is provided with meals this allowance is not payable. |
For RAMSI, PNG, Timor-Leste and Nauru the AFP will book and fund the cost of ‘best fare of the day’ airfares. Paid airfare entitlements will apply as follows:

<table>
<thead>
<tr>
<th>Length of Assignment</th>
<th>Fare Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum of 6 month Assignment</td>
<td>1 Fare</td>
</tr>
<tr>
<td>12 month Assignment</td>
<td>2 Fares</td>
</tr>
<tr>
<td>15 month Assignment</td>
<td>3 Fares</td>
</tr>
<tr>
<td>18 month Assignment</td>
<td>4 Fares</td>
</tr>
<tr>
<td>24 month Assignment</td>
<td>5 Fares</td>
</tr>
</tbody>
</table>

Assignments of less than 6 months do not attract a fare entitlement. If the length of Assignment falls between fare entitlement periods the lesser entitlement will apply. For example, an Assignment of thirteen (13) months will receive an entitlement of 2 fares.

The above table does not include travel to the Deployment Location upon commencement of the Appointee’s Assignment or return travel to the Appointees Pre–Deployment Location at the end of the Deployment.

For Cyprus, it is the responsibility of the Appointee to organise and fund all travel arrangements during the Assignment.

Note* the AFP will not cover any additional travel costs such as taxi fares, meals, incidentals, hotel accommodation at avoidable stopovers, excess baggage and similar costs.

Travel Allowance will be paid on Tax Adjusted Terms.
Schedule 4 – Tax Adjusted Terms

Definitions

‘Tax rate’ is the top marginal tax rate plus the Medicare levy and any other applicable Government levy. The tax rate is determined by taxation and other legislation as amended from time to time.

Payments made under Tax Adjusted Terms will be increased by a factor of

\[
\text{Net Payment divided by (1 minus tax rate)}
\]