



# AFPA

## AFP CA IMPLEMENTATION UPDATE 2

16<sup>th</sup> April 2007 – IMMEDIATE DISTRIBUTION

## WEEKENDS, ON CALL AND RESTRICTED DUTY, NIGHT SHIFT PREMIUMS AND CONSULTATIVE ARRANGEMENTS

The following bulletin is the second in a series of bulletins providing more information on particular aspects of the new collective agreement as negotiated by the AFP and AFPA. Please let your workplace representatives know of any questions you have or emerging issues that arise and also let us know on [afpa.industrial@afpa.org.au](mailto:afpa.industrial@afpa.org.au).

### **Keep accurate records of your work time and pay!**

The AFPA advises members to ensure that they keep a full, correct record of their hours for the purpose of ensuring that members properly receive remuneration for the pattern of work over relevant reconciliation periods. Inevitably during the implementation phase of this agreement there will be miscalculations and errors and it will be important to correct those with reliable record keeping.

### **I worked on Saturday. Does that count as a weekend worked for the purposes of the 1 in 2 provisions in Section 20.2.4 of the agreement?**

Yes it does. The agreement, as negotiated, defines a weekend as a 48 hour period covering Saturday and Sunday. Any work (other than overtime) on a weekend within that span of hours counts as one weekend worked for the purposes of the work pattern safety net principles. At the same time more than one shift worked on a weekend also counts as one weekend for the purposes of the working pattern principles.

This interpretation was confirmed in discussions with AFP negotiation team leader AC Phelan.

In relation to the roster environment the approach to weekends worked is a roster principle rather than safety net and there is scope for the parties to agree to an adapted version of this arrangement as occurs in ACT community policing. Such an arrangement must be by agreement.

### **I'm expected to be contactable and available for work. Am I on call?**

If it is understood that you are to be contactable after the end of your shift and be available to return to work then you are on call and entitled to the relevant rate of allowance. If you are unsure about whether you may be required to do so seek clarification from your team leader or relevant supervisor as soon as possible and in writing. In the past many members have been overly generous in allowing themselves to be in such a position and not be remunerated.

**I've been directed to remain in attendance at a place of duty overnight outside normal working hours. Am I entitled to a restricted duty premium?**

Section 24 provides the criteria for determining whether a member is entitled to a restricted duty premium or not. In most scenarios a member should be entitled to such a premium to reflect that such duty is a couple of steps beyond on call arrangements. A member is not only away from home but is unable to utilize such time as if it was off-duty.

The AFPA's considered view is that where a member is directed to remain at a place of duty then it should attract the restricted duty premium or be regarded as duty until a member is no longer under such a direction.

**Will the night shift premium be adjusted on 1 July 2007? I'm not in a roster environment but was required to work between 0000 and 0600 hours as part of my operational working pattern. Do I get the premium?**

Yes and yes. The night shift premium will be adjusted to take into account the pay increases each July in the agreement. This will see an increase of the premium from \$5.50 to \$5.75. Section 20.2.6 extends the application of the premium to operational working patterns.

**Is the AFP required to consult with affected employees and their representatives when they propose workplace changes that have a significant impact on employees (such as changes to working patterns)?**

Yes this is a legal obligation arising out of the new collective agreement. The AFPA is committed to working cooperatively and efficiently with members and AFP management but expects that in return the AFP commits to regular consultation on issues that have a significant impact on employees not only as a matter of genuine respect for employees. This is not a matter of choice for individual managers but an obligation that arises from an instrument created under statute. Deliberate failure to consult on such issues is an integrity issue.

To this end the AFP and AFPA are working on re-establishing an organic consultative framework to identify and work through issues at both local and national levels and foster a cooperative approach.

**Emerging issues**

There are likely to be a range of additional issues that arise during the implementation phase of the agreement. It is unlikely that the intent of these "wrinkles" are nefarious but a misinterpretation of a particular provision of the agreement, or an unintended consequence of the operation of the agreement that the parties. In any of these cases let us know and we will address them as soon as possible.

**If you have any concerns about the issues raised in this bulletin please contact your local representatives or the AFPA National Office on [afpa.industrial@afpa.org.au](mailto:afpa.industrial@afpa.org.au) for more information.**