



MEMBER UPDATE

AFPA EA Update – Implementation 25 May 2018

Welcome to life under EA2017-2020.

This email is to remind you of some of the most significant changes to your terms and conditions following commencement of the new Agreement. The first point I would make is that the new Enterprise Agreement represents a legally enforceable contract between the AFP Commissioner and employees. Most of the provisions are straightforward and cannot be misinterpreted – they should be applied as they are written. There are also no illegitimate entitlements and you should be mindful of those provisions of the Agreement relevant to your work.

Operations Working Pattern:

The most significant changes lie within the Operations Working Pattern, with the removal of the deeming provision for deficit hours and adjustments to Safety Nets.

The removal of the deeming provision for deficit hours means at the end of each Averaging Period, all employees should have worked the required number of hours or be in excess. Consequently, it is no longer legitimate to stand employees down early in an Averaging Period to generate capacity 'just in case'. This also applies to planned activities during the course of an Averaging Period. Instead, it is now only appropriate for employees to be stood down to offset excess hours which have already been accumulated. We simply cannot have the situation where employees reach the end of an Averaging Period with deficit hours they are then required to reconcile using leave credits.

Safety Net provisions now include 14-hours in 24-hours and 16-hours in 7-days. There is no longer a 200-hours in 28-days limit.

The payment of Overtime is available at any time if an employee is 'on hours' for the period. Indeed, for operational areas where it is simply not practical for employees to be stood down for an extended duration approaching the end of an Averaging Period, Overtime should be paid on an ongoing basis rather than being accumulated until the end of the period. This is particularly relevant for those former High Volume areas.

The current six month Averaging Period will continue until 31 August 2018, at which time three month Averaging Periods will commence. If your hours for the period are in deficit when the new Agreement commences, be sure to make a record of this to assist with arguing why any deficit at the conclusion of the Averaging Period ought not be reconciled using leave.

High Volume Arrangements:

As set out in Determination 5 of 2017, no teams will be assigned to the High Volume arrangements upon commencement of the new Agreement. If you continue to be paid a High Volume composite following commencement of the Agreement, you should contact your Pay Team. Do not spend the money – this will be an overpayment and will need to be repaid.

Annual Leave:

The accumulation cap has been reduced from 304-hours to 228-hours. Six months have been allowed for employees to manage their leave balances down to a level below the new cap, so I encourage you all to go on holidays between now and the end of the year.

Policing Advancement Arrangements:

Consistent with the Transitional Provisions, if you have met the criteria for advancement to Band 5 against the list from EA2012 but are awaiting your anniversary date, you will be advanced to Band 5 upon commencement of the new Agreement. I would also highlight that references to IDG and ‘long term overseas deployment’ have been removed from the list in the new Agreement. If you would have qualified for advancement under that provision but have now been excluded, please contact the AFPA to discuss your options.

Work Related Travel:

A new provision means employees who are travelling for operational reasons and who retain control of their AFP issued controlled items will be considered as on duty and the travel provisions shall not apply. More broadly, it is the AFPA’s position that employees should not be scheduled to travel for operational reasons on what would otherwise be a rest day. Rather, employees should be scheduled for a regular attendance, a portion of which will be taken up travelling. For example, it is simply unreasonable that employees should be required to travel on the weekend in their own time, after being deployed interstate all week. There is nothing to prevent them being scheduled for duty on the weekend, whereby those hours will be considered normal time and provide an opportunity for an actual day off in the future.

As we move through the implementation phase of the new EA please keep the AFPA and your local AFPA Delegates informed of any issues arising, particularly if the application of specific entitlements appears inconsistent with the provisions within the Agreement. The list of AFPA delegates can be found on our website at: <https://www.afpa.org.au/about-us/our-organisation/our-delegates/>.

Cheers,

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