

Note: This agreement is to be read together with the *ABS Remuneration Determination 2022* (available on the [ABS website](#)) and the undertaking attached at the end of this agreement. The undertaking is taken to be a term of the agreement.



ABS ENTERPRISE AGREEMENT 2019



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SECTION A – SCOPE OF AGREEMENT

1. TITLE

- 1.1 This Agreement, made under section 172 of the *Fair Work Act 2009*, will be known as the *Australian Bureau of Statistics Enterprise Agreement 2019*.

2. PARTIES COVERED BY THIS AGREEMENT

- 2.1 In accordance with section 53 of the *Fair Work Act 2009*, this Agreement covers:
- a. the Australian Statistician, on behalf of the Commonwealth; and
 - b. all ABS employees employed under the *Public Service Act 1999* except Senior Executive Service employees.

3. COMPREHENSIVE AGREEMENT

- 3.1 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 3.2 It is acknowledged that employment in the ABS is subject to the provisions of various Acts (including regulations, directions, rules or instruments made under those Acts) as in force from time to time including:

Fair Work Act 2009;
Fair Work (Transitional Provisions and Consequential Amendments) Act 2009;
Long Service Leave (Commonwealth Employees) Act 1976;
Maternity Leave (Commonwealth Employees) Act 1973;
Superannuation Act 1976;
Superannuation Act 1990;
Superannuation Act 2005;
Superannuation Guarantee (Administration) Act 1992;
Superannuation Benefits (Supervisory Mechanisms) Act 1990;
Superannuation (Productivity Benefit) Act 1988;
Safety, Rehabilitation and Compensation Act 1988;
Work Health and Safety Act 2011;
Paid Parental Leave Act 2010;
Privacy Act 1988;
Public Service Act 1999; and
Public Employment (Consequential and Transitional) Amendment Act 1999.

4. GUIDELINES AND POLICIES

- 4.1 The parties to this Agreement acknowledge that the employment provisions in this Agreement are supported by ABS guidelines, policies and procedures. Any guidelines, policies or procedures referred to in this Agreement are not incorporated into, and do not form part of, this Agreement. If there is any inconsistency between the guidelines, policies and procedures and the terms of this Agreement, the terms of this Agreement will prevail.
- 4.2 The ABS and its employees agree that guidelines supporting the operation of this Agreement will be available to all employees. Changes to guidelines supporting the operation of this Agreement will only be made following a reasonable period of consultation. Any final decision on guidelines will be determined by the Australian Statistician.

5. DELEGATIONS

- 5.1 The Australian Statistician may, by written instrument, delegate any of the powers or functions under this Agreement.

6. DURATION

- 6.1 This Agreement will commence the later of:
- a. seven days after the approval by the Fair Work Commission; or
 - b. the date following the nominal expiry date of the *ABS Enterprise Agreement 2016* if this Agreement is approved by the Fair Work Commission prior to the nominal expiry date of the *ABS Enterprise Agreement 2016*.
- 6.2 The nominal expiry date is three years after the date of commencement.

SECTION B – EMPLOYEE SUPPORT AND REPRESENTATION

7. SUPPORT PERSON

- 7.1 An employee has the right to be accompanied by a support person in discussions regarding concerns with their employment or when resolving workplace issues.
- 7.2 The role of this person will be to provide support and advice to the employee. This role can involve:
- a. providing advice, information and options to the employee;
 - b. seeking clarification of points;
 - c. assisting to articulate the employee's position; and
 - d. clarifying procedures.

8. REPRESENTATIVE

- 8.1 An employee has the right to be formally represented by a representative.

SECTION C – REMUNERATION

9. GENERAL SALARY INCREASE

- 9.1 The following General Salary Increases will apply:
- a. 2.0% effective from the Commencement Date of this Agreement;
 - b. 2.0% effective 12 months from the Commencement Date of this Agreement; and
 - c. 2.0% effective 24 months from the Commencement Date of this Agreement.
- 9.2 All employees receive the General Salary Increase, except where an employee's salary is above the maximum of the relevant salary range and the Australian Statistician has specified that the employee will be maintained on that salary until such time as the salary differential is absorbed by the General Salary Increase, or as outlined in clauses 26.1 and 27.4.

10. SALARY RATES AND PAY POINTS

- 10.1 Salary rates and pay points to apply under this Agreement are detailed in Attachment A.

11. ADJUSTMENT TO FIRST PAY INCREASE UNDER THIS AGREEMENT

- 11.1 In this clause:
- a. Commencement Date means the date this Agreement commences operation; and
 - b. Effective Date means the day which is 12 weeks after the date this Agreement was made in accordance with section 182 of the *Fair Work Act 2009*.
- 11.2 Subject to clause 11.3, if the Commencement Date occurs after the Effective Date, then, in the first available pay period after the Commencement Date, ABS will make a salary adjustment payment calculated on the basis that the salary rates payable under this Agreement on the Commencement Date applied from the Effective Date.
- 11.3 If the Effective Date occurs before the nominal expiry date of the *ABS Enterprise Agreement 2016*, the payment and adjustments referred to in clause 11.2 will be calculated and made on the basis that this Agreement commenced operation on the day after the nominal expiry date of the *ABS Enterprise Agreement 2016*.
- 11.4 The salary adjustment payment at clause 11.2 applies only to salary and does not apply to any allowance or other payments provided for in this Agreement.

12. ASSESSMENT FOR SALARY ADVANCEMENT

- 12.1 The following two point scale will be used for assessment for salary advancement purposes:

<i>Performance Expectations Met or Exceeded</i>	Meeting all or most performance expectations and may be exceeding, or significantly exceeding, expectations in some, most or all areas.
<i>Performance Expectations Not Met</i>	Performing below performance expectations.

- 12.2 An employee who has been advised in writing of concerns with their performance and has been provided with a reasonable opportunity to improve their performance to the required standard and has not yet achieved the required standard at the time of assessment for salary advancement purposes, must be assessed as Performance Expectations Not Met.

13. SALARY ADVANCEMENT FOR APS1 - EL1 EMPLOYEES

- 13.1 Salary advancement within the APS1 to EL1 classifications will occur from the beginning of the first full pay period in July each year, provided an employee is assessed as *Performance Expectations Met or Exceeded*.
- 13.2 Subject to the maximum of the salary range not being exceeded, employees who are assessed as *Performance Expectations Met or Exceeded* will have their salaries increased by one pay point or its equivalent. Where employees' salaries are below pay point 2 prior to salary advancement, the equivalent of a pay point increase equals the difference between pay point 1 and pay point 2 of the relevant salary range.
- 13.3 Employees whose salaries are above pay point 2 and below pay point 3, and who are assessed as *Performance Expectations Met or Exceeded*, will receive the amount that takes them to pay point 3 of the relevant salary range.

14. SALARY ADVANCEMENT FOR EL2 EMPLOYEES

- 14.1 Salary advancement within the EL2 classification will occur from the beginning of the first full pay period in July each year, provided an employee is assessed as *Performance Expectations Met or Exceeded*.
- 14.2 An EL2 employee cannot progress beyond pay point 3 unless the criteria set out in clause 15.1 have been satisfied.
- 14.3 Subject to pay point 3 not being exceeded, EL2 employees who are assessed as *Performance Expectations Met or Exceeded* will have their salaries increased by one pay point or its equivalent.
- 14.4 Employees whose salaries are above pay point 2 and below pay point 3, and who are assessed as *Performance Expectations Met or Exceeded*, will receive the amount that takes them to pay point 3 of the relevant salary range.

15. EL2 ADDITIONAL PAY POINT

- 15.1 For an EL2 employee to advance beyond pay point 3, the following criteria must be satisfied:
- a. there must be a role or sufficient higher level work available to justify payment of the employee at the higher pay point; and
 - b. the employee must be assessed as already performing at that higher level, relative to other EL2 employees.
- 15.2 Where the above criteria are satisfied, an EL2 employee will progress to pay point 4.

16. PAYMENT OF SALARY

- 16.1 Employees will be paid fortnightly in arrears, based on their annual salary using the following formula:

$$\text{Fortnightly salary} = \frac{\text{annual salary} \times 12}{313}$$

17. HOURLY RATE

- 17.1 An employee's hourly rate is calculated based on the following formula:

$$\text{Hourly rate} = \text{fortnightly salary} / 74.166$$

18. METHOD OF SALARY PAYMENT

- 18.1 Payment will be made by electronic funds transfer into a financial institution account of the employee's choice.

19. RECOVERY OF OVERPAYMENT

- 19.1 Where the ABS identifies an overpayment of salary, allowances or other remuneration to an employee, the overpayment will be recovered in accordance with the provisions of the Accountable Authority Instructions and *Fair Work Act 2009* requirements.

20. PART TIME EMPLOYEES

- 20.1 Salary, leave and other entitlements for part time employees will be calculated in accordance with hours worked on a pro rata basis, apart from those allowances of a reimbursement nature and Long Service Leave which is administered in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

21. GRADUATE ABS BROADBAND

- 21.1 Graduates engaged to the Graduate ABS (GradABS) broadband will be paid in accordance with the salary rates in Attachment A. Further information on the GradABS broadband is in clauses 190.1 to 193.1.

22. CADET/TRAINEE APS

- 22.1 Salary rates applicable to Cadet APS and Trainee APS employees are specified in Attachment A. Cadet APS and Trainee APS employees receive the General Salary Increase. The Salary Advancement provisions in clauses 13.1 to 13.3 do not apply, as employees advance to operational classifications on successful completion of training.

23. NON-ONGOING EMPLOYEES LOADING IN LIEU OF LEAVE

- 23.1 A non-ongoing employee engaged on an irregular or intermittent contract will be paid a loading of 20.0% on their hourly rate of pay in lieu of leave and public holidays on which the employee is not rostered to work, except that the employee is entitled to leave in accordance with relevant legislation including but not limited to the following:
- a. paid Long Service Leave which is accrued in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - b. unpaid family and domestic violence leave of five days consistent with the *Fair Work Act 2009*;
 - c. unpaid Compassionate Leave of two days per occasion consistent with the *Fair Work Act 2009*;
 - d. unpaid carer's leave of two days per occasion consistent with the *Fair Work Act 2009*; and
 - e. unpaid parental leave if the employee has continuous employment of more than 12 months and has an ongoing expectation of employment, consistent with the *Fair Work Act 2009*.

24. SUPPORTED WAGE SYSTEM

- 24.1 Supported wage rates (Attachment D) apply to an employee with a disability who is eligible for consideration under the Supported Wage System.

SALARY INCLUDING ON ENGAGEMENT, PROMOTION, HIGHER DUTIES, TRANSFER OR REDUCTION

25. SALARY ON ENGAGEMENT

25.1 On engagement, employees will be paid at the minimum of the relevant salary range.

26. SALARY ON PROMOTION AND HIGHER DUTIES

- 26.1 Ongoing APS employees who are promoted, or temporarily assigned duties at a higher level, will be paid whichever is the greater of:
- a. the minimum of the salary range; or
 - b. at the salary that will provide a 5% increase, if the difference between the employee's nominal salary prior to promotion or temporary assignment to duties at a higher level, and the minimum of the new salary range is less than 5%;
 - c. for existing ABS employees, the employee's salary resulting from a relevant assessment for salary advancement purposes (as detailed in ABS Guidelines); or
 - d. where the employee's nominal salary prior to promotion or temporary assignment to duties at a higher level, exceeds the maximum of the relevant ABS salary range, their salary will be determined by the Australian Statistician, but will be not less than their current nominal salary. At that time, the Australian Statistician will specify whether the employee will be maintained on that salary until such time as the salary differential is absorbed by ABS salary increases or, that the employee's salary will be adjusted by ABS salary increases.

27. TRANSFER AT LEVEL

- 27.1 Ongoing employees who transfer at level within the ABS will transfer at their nominal salary.
- 27.2 Ongoing employees who transfer from another APS agency will transfer at their nominal salary.
- 27.3 Where the nominal salary of an ongoing employee who transfers from another APS agency is below the minimum of the relevant ABS salary range, it will be increased to align with the minimum of the relevant ABS salary range.
- 27.4 Where an employee's nominal salary exceeds the maximum of the relevant ABS salary range, the Australian Statistician will specify whether the employee will be maintained on that salary until such time as the salary differential is absorbed by ABS salary increases or, that the employee's salary will be adjusted by ABS salary increases.

28. NON-ONGOING EMPLOYEES

28.1 At the commencement of their employment with the ABS, non-ongoing employees will be paid at the minimum of the relevant salary range.

29. SALARY ABOVE THE MINIMUM AND MAXIMUM OF A SALARY RANGE

- 29.1 The Australian Statistician may authorise payment of salary at any pay point within the relevant salary range, having regard to the employee's experience, skills, qualifications and the relevant Work Level Standard. The Australian Statistician may also authorise payment above the maximum of the relevant salary range.

30. SALARY ON VOLUNTARY REDUCTION

- 30.1 Where an employee agrees, in writing, to either temporarily or permanently perform work at a lower classification, the Australian Statistician will determine in writing, that the employee will be paid a rate of salary applicable to the lower classification, having regard to the employee's experience, skills, qualifications and the relevant Work Level Standard. This will usually be at the top of the range of the lower classification.

31. ADDITIONAL INFORMATION

- 31.1 Further information about salary arrangements is available in ABS Guidelines.

INDIVIDUAL FLEXIBILITY

32. FLEXIBILITY TERM

- 32.1 The Australian Statistician and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- a. the agreement deals with one or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. remuneration; and/or
 - vi. leave; and
 - b. the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
 - c. the arrangement is genuinely agreed to by the Australian Statistician and employee.
- 32.2 The Australian Statistician must ensure that the terms of the individual flexibility arrangement:
- a. are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - b. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - c. result in the employee being better off overall than the employee would be if no arrangement was made.
- 32.3 The Australian Statistician must ensure that the individual flexibility arrangement:
- a. is in writing; and
 - b. includes the name of the employer and employee; and
 - c. is signed by the Australian Statistician and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d. includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - e. states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 32.4 The Australian Statistician must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 32.5 The Australian Statistician or employee may terminate the individual flexibility arrangement:
- a. by giving no more than 28 days written notice to the other party to the arrangement; or
 - b. if the Australian Statistician and employee agree in writing – at any time.

33. ADDITIONAL INFORMATION

- 33.1 Further information about individual flexibility arrangements is available in ABS Guidelines.

RECOGNITION AND REWARD SCHEME

34. RECOGNITION AND REWARD SCHEME

- 34.1 The ABS Recognition and Reward Scheme will apply to recognise exceptional one-off achievements by teams or individuals.

35. ADDITIONAL INFORMATION

- 35.1 Further information about the Recognition and Reward Scheme is available in ABS Guidelines.

SUPERANNUATION

36. SUPERANNUATION PROVISIONS

- 36.1 An employee is entitled to superannuation benefits as governed by the provisions of the relevant Acts.

37. CHOICE OF SUPERANNUATION SCHEME

- 37.1 ABS will provide choice of superannuation scheme for eligible employees who are members of the Public Sector Superannuation accumulation plan (PSSap) or who are eligible to join the PSSap.

38. PSSap AND SUPER CHOICE - SALARY FOR SUPERANNUATION PURPOSES

- 38.1 Employer contributions to PSSap members will be 15.4%, calculated in accordance with the employee's Ordinary Time Earnings (OTE) within the meaning of the *Superannuation Guarantee (Administration) Act 1992*. Employer contributions for employees who are members of other accumulation schemes will be at the same rate as for employees who are members of the PSSap. Employer contributions will be paid to accumulation schemes during periods of paid and unpaid parental leave (including Pregnancy, Adoption and Foster Parent's Leave).

- 38.2 The ABS will make superannuation contributions in respect of an employee's salary which is sacrificed, as if the salary sacrificing arrangements had not been entered into.

39. ELIGIBLE FUNDS

- 39.1 The ABS will make superannuation payments to any eligible superannuation fund nominated by an employee, provided that it accepts payment via Electronic Funds Transfer.

40. ADDITIONAL INFORMATION

- 40.1 Further information about superannuation is available in ABS Guidelines.

SALARY PACKAGING

41. SALARY PACKAGING

- 41.1 The ABS will offer salary packaging to employees, consistent with Australian Tax Office rulings. Costs associated with salary packaging will be the responsibility of the employee.
- 41.2 Where an employee takes up the option of salary packaging on a salary sacrifice basis, the employee's salary for the purposes of superannuation, severance and termination payments will be determined as if the salary sacrifice arrangement had not been entered into.

42. ADDITIONAL INFORMATION

- 42.1 Further information about salary packaging is available in ABS Guidelines.

SECTION D – CAPABILITY, DEVELOPMENT AND PERFORMANCE MANAGEMENT

DEVELOPMENT AND PERFORMANCE FRAMEWORK

43. PRINCIPLES

- 43.1 Effective development and performance management is fundamental to the achievement of productivity improvement, and a culture of continuous improvement.
- 43.2 The ABS Development and Performance Framework is designed to increase organisational performance by supporting all employees to maximise their performance through individual development, job satisfaction and positive, trusted working relationships.
- 43.3 All ongoing employees will actively participate in the ABS Development and Performance Framework. The Framework aims to:
- a. jointly define individual performance expectations;
 - b. link individual performance to organisational and business goals and Work Level Standards;
 - c. facilitate constructive discussions and relationships between line managers and employees;
 - d. assist employees to develop skills needed for the future;
 - e. foster high performance;
 - f. assist in identifying and managing performance which is below performance expectations; and
 - g. guide salary advancement.
- 43.4 The Framework supports regular discussions between employees and their line managers for the purposes of providing feedback on performance and discussing personal development needs.
- 43.5 The Framework operates over a twelve month cycle, with mid cycle and end of cycle reviews. This formalises the regular feedback and communication that occurs as part of everyday business between line managers and employees.
- 43.6 Non-ongoing employees on irregular or intermittent contracts are not required to have a formal Development and Performance Agreement but must be made aware of work related expectations and receive regular feedback on their performance.
- 43.7 Non-ongoing employees (except those on irregular or intermittent contracts), whose continuous employment in the ABS will extend for six months or more, will participate in the Framework, and in doing so may be eligible to be assessed for salary advancement purposes as provided under clauses 13.1 to 14.4.

MANAGING UNDERPERFORMANCE

44. PRINCIPLES

- 44.1 The ABS will support the management of employees who are not performing to the required standard in accordance with the following principles:
- a. raising and discussing work performance issues with employees as they arise;
 - b. providing clear and assessable responsibilities and performance expectations;
 - c. providing support to an employee, including coaching and development opportunities, to assist in improving their performance to the required standard;
 - d. taking individual circumstances into account, including any health issues;
 - e. applying natural justice principles and giving employees an opportunity to respond to concerns about their performance;
 - f. applying transparent processes to ensure procedural fairness; and
 - g. maintaining open, honest and two way communication at all times.

45. PERFORMANCE IMPROVEMENT

- 45.1 Line managers will identify work performance issues and work with employees to address these as they arise.
- 45.2 Where there are ongoing concerns with an employee's performance, the line manager will advise the employee so that they can work with them to improve performance to the required standard. This will involve the development of a performance improvement plan with clear and measurable objectives, provision of regular and appropriate feedback and ongoing assessment, and provision of any appropriate relevant training and/or coaching. All actions to improve an employee's performance must be documented and provided to the employee.
- 45.3 If the employee achieves the required standard of performance, this process will be deemed complete.

46. MANAGING UNDERPERFORMANCE

- 46.1 Where the employee does not achieve the required standard of performance during the performance improvement process, a managing underperformance process, involving an independent assessment, will be implemented to assess the employee's work performance.
- 46.2 The ABS will appoint a person to conduct the independent assessment. In addition, the ABS will seek to establish a work plan, consistent with the principles outlined in clause 44.1, with the employee for the purposes of the assessment.
- 46.3 At the end of the managing underperformance process, if the employee has attained and sustained the required standard of performance, this process will be deemed complete.

46.4 If the required performance standard has not been achieved within a reasonably defined timeframe, the Australian Statistician will advise the employee of the findings and any actions proposed consistent with the *Public Service Act 1999*, that is:

- a. reassignment of duties; or
- b. reduction in salary or classification; or
- c. termination of employment.

47. ADDITIONAL INFORMATION

47.1 Further information about the Development and Performance Framework and managing underperformance is available in ABS Guidelines.

SECTION E – HOURS OF WORK AND FLEXIBLE WORKING ARRANGEMENTS

48. WORK/LIFE BALANCE

48.1 The ABS is committed to providing flexibility in working arrangements to recognise the importance of balancing work commitments and the family, caring and other personal commitments of employees. This Agreement contains a number of provisions to assist line managers and employees to achieve an appropriate work/life balance.

49. APPROVAL OF FLEXIBLE WORKING ARRANGEMENTS

49.1 Line managers and employees will ensure that flexible working arrangements in this Agreement are used to provide a balance between personal and work commitments and also to identify opportunities for improved productivity.

49.2 Where a formal application for flexible working arrangements (e.g. part time, job sharing or teleworking) is not approved, the manager will advise the employee of the reason(s) for the decision in writing, including reasons relating to operational requirements. The manager and employee will, if necessary, consider alternative arrangements.

FLEXTIME

50. FLEXTIME

50.1 Flextime is a system of flexible working arrangements which enables employees and their line managers to vary working hours, patterns and arrangements, to provide flexibility to employees, clients and the ABS.

51. BANDWIDTH

51.1 The bandwidth in which flextime will operate is 7.00am to 7.00pm, Monday to Friday. This may be varied to suit local needs by agreement between management and affected employees.

52. ELIGIBILITY

52.1 All APS1 to APS6, GradABS, Cadet APS and Trainee APS employees, except for employees on shiftwork, are eligible to participate.

53. FULL TIME SETTLEMENT PERIOD

53.1 The settlement period for full time employees is 148 hours and 20 minutes over each four week period.

54. PART TIME SETTLEMENT PERIOD

54.1 The settlement period for part time employees is four weeks. To assist part time employees to manage their work hours flexibly, the settlement period may be extended up to a period not exceeding 13 weeks, by agreement between the employee and their line manager.

55. CORE HOURS

55.1 Core hours are the period when employees are required to be on duty unless absent on approved leave. Core hours normally operate within the range 9:30am to 12 noon and 2:00pm to 4:00pm, but may be varied by line managers in consultation with affected employees, having regard to local operational needs.

56. HOURS OF DUTY

56.1 ABS will not require employees to work more than:

- a. eight and a half hours ordinary time on any day; or
- b. five consecutive hours without a break of at least 30 minutes.

56.2 Employees shall not be required to work less than their ordinary hours of work (except where required prior to cessation).

56.3 Employees on a formal graduated return to work program shall not be required to work more than the hours specified under that program.

57. MANAGING THE WORK PROGRAM

57.1 Employees may work reasonable additional hours on flextime, by agreement, to meet peaks in the work program.

57.2 Flextime must not be accrued where such accrual cannot be justified by the employee's workload.

58. MAXIMUM CREDIT CARRYOVER

58.1 The maximum flex credit which may be carried from one settlement period to the next is 37 hours and 5 minutes for full time employees, pro rata for part time employees.

59. EXCESSIVE FLEX CREDITS

59.1 Should flex credits exceed the maximum credit carryover at the end of the settlement period due to operational reasons, the line manager and employee will put in place arrangements for the excess credits to be reduced to no more than the maximum credit carryover by the end of the following settlement period.

59.2 Where line managers and employees have not put in place arrangements and excess flex credits are still not reduced to the maximum credit carryover by the end of the following settlement period, the employee will be on flex leave from the beginning of the subsequent settlement period until the excess flex credit is reduced to no more than the maximum credit carryover.

60. MAXIMUM DEBIT CARRYOVER

60.1 The maximum flex debit which may be carried from one settlement period to the next is ten hours.

61. EXCESSIVE FLEX DEBITS

61.1 Should flex debits exceed the maximum debit carryover at the end of the settlement period, the line manager and employee will put in place arrangements for the excess debits to be reduced to no more than the maximum debit carryover by the end of the following settlement period. Debits in excess of the maximum debit carryover at the end of the following settlement period will be regarded as Leave Without Pay.

62. CLEARING FLEX CREDITS ON CESSATION FROM THE ABS

62.1 The line manager and employee should make every endeavour to clear the employee's flex credit prior to cessation.

62.2 Flex credits will not be paid out on cessation.

63. RECOVERY OF FLEX DEBITS ON CESSATION FROM THE ABS

63.1 Where there is a flex debit remaining on cessation, the outstanding debit will be recovered from the employee's final monies in accordance with clause 19.1.

64. FLEX LEAVE

64.1 Flex Leave is subject to operational requirements and will normally be approved in advance. However, it may be approved retrospectively in exceptional circumstances. Subject to the availability of credits, there is no limit to the amount of Flex Leave which may be taken on any occasion.

65. REVERSION TO STANDARD HOURS

65.1 Access to flextime will be withdrawn and an employee will revert to standard hours if a line manager considers on reasonable grounds that the:

- a. employee's attendance is unsatisfactory; or
- b. employee is misusing the flextime arrangements.

66. NOTICE OF REVERSION

66.1 Reasonable notice in writing must be given prior to reversion under clause 65.1.

67. REVIEW OF DECISION

67.1 The decision to withdraw access to flextime should be reviewed at regular intervals, usually monthly but after not more than three months. Access to flextime will be restored when the circumstances applicable in clause 65.1 no longer apply.

68. ADDITIONAL INFORMATION

68.1 Further information about flextime arrangements is available in ABS Guidelines.

HOURS OF WORK

69. ORDINARY HOURS OF WORK

69.1 The ordinary hours of work for full time ABS employees are 7 hours 25 minutes per day. The ordinary hours of work for part time employees are the hours agreed to in their part time work agreement.

70. STANDARD HOURS

70.1 The standard hours for a working day for employees, other than employees on shiftwork, are 8:30am to 12:30pm and 1:30pm to 4:55pm Monday to Friday. The standard hours for a working day for part time employees are the hours agreed to in their part time work agreement.

71. STANDARD HOURS (SHIFTWORK)

71.1 The standard hours for a working day of a shiftwork employee will be their rostered hours of work.

72. LEAVE ACCRUAL

72.1 An employee's leave accrual, credits and deductions, will be calculated in accordance with their ordinary hours of work, except long service leave which will be provided, and administered, in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

73. FLEXTIME ACCRUAL

73.1 An employee's flextime credits and debits will be calculated in accordance with the employee's ordinary hours of work.

CHRISTMAS CLOSEDOWN

74. CHRISTMAS CLOSEDOWN

74.1 ABS will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.

74.2 Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave, payment for the Christmas Closedown provision will be in accordance with the entitlement for that form of leave.

74.3 There will be no deduction from Annual or Personal Leave credits for the closedown days.

EXECUTIVE LEVEL EMPLOYEES' FLEXIBLE WORKING ARRANGEMENTS AND TIME OFF IN LIEU

75. FLEXIBLE HOURS

- 75.1 Executive Level employees may work flexible hours, subject to approval in advance. Variations in attendance times and short term absences (including whole days) may be approved without the need for a leave application.

76. TIME OFF IN LIEU

- 76.1 ABS does not endorse working arrangements that require Executive Level employees to work excessive hours over significant periods to meet the requirements of the work program. Where an Executive Level employee is required to work in excess of their ordinary hours for sustained periods, the employee and their line manager must agree to the taking of reasonable time off to recognise the additional effort, the timing of which is subject to operational requirements.

OVERTIME

77. REASONABLE ADDITIONAL HOURS

- 77.1 The work program for an area will be managed within the patterns of attendance under clauses 69.1 to 73.1. In exceptional circumstances where there are clear operational requirements, an employee may be required to work reasonable additional hours to ensure the timely delivery of the ABS work program.

78. APPROVAL TO WORK OVERTIME

- 78.1 Overtime must be approved in advance, and is subject to the requirement that line managers must have regard to the employee's personal circumstances including any family responsibilities, and Work Health and Safety implications, in requiring employees to work more than their ordinary hours of work.

79. REFUSAL TO WORK OVERTIME

- 79.1 An employee may refuse to work overtime where the requirement to work overtime is unreasonable having regard to:
- a. any risk to employee health and safety;
 - b. the employee's personal circumstances including any family responsibilities;
 - c. if 24 hours' notice of the overtime has not been provided (this can be waived by agreement between the line manager and employee); and
 - d. any other relevant matter.

80. ELIGIBILITY FOR PAYMENT

80.1 Overtime is payable for work which is directed to be performed by APS1 to APS6, GradABS, Cadet APS, Trainee APS, or EL1 employees on restriction duty, and is:

- a. outside the bandwidth; or
- b. in excess of eight and a half hours duty within the bandwidth; or
- c. for part time employees where work performed exceeds 115% of their ordinary hours on that day; or
- d. in excess of an employee's ordinary hours of work on that day and continuous with ordinary duty and where 24 hours' notice of the overtime has not been provided; or
- e. where an employee is required to perform emergency or restriction duty; or
- f. on weekends and public holidays.

80.2 Clause 105.1 outlines separate overtime provisions for employees on shiftwork.

81. RATES OF PAYMENT

81.1 The hourly rates for payment of overtime are:

- a. Monday to Saturday - time and one half;
- b. Sunday - double time;
- c. Public holidays - time and one half for the overtime duty that falls within standard hours (noting that the employee will already be paid for the Public Holiday);
- d. Public holidays - double time for the overtime duty that falls outside standard hours; and
- e. Christmas Closedown days - double time.

82. MINIMUM PAYMENTS

82.1 Where an eligible APS1 to APS6, GradABS, Cadet APS or Trainee APS employee is required to work overtime which is not continuous with ordinary duty (but not emergency duty or restriction duty), the minimum overtime payment for each separate overtime attendance is three hours at the prescribed overtime rate.

82.2 For employees on restriction duty, the following minimum payments apply:

- a. where the employee is not required to attend work, one hour; and
- b. where the employee is required to attend work, three hours for the first attendance on any one day and an additional one hour for any subsequent attendances on that day. Reasonable travel time is included in attendance time.

83. EMERGENCY DUTY

83.1 Where an eligible employee is required to perform emergency duty at a time when they would not ordinarily have been on duty, and no notice was given before ceasing ordinary duty, overtime will be paid at double time and include payment for reasonable travelling time. The minimum overtime payment of three hours will apply.

84. RESTRICTION DUTY

84.1 Where an APS1 to APS6 employee, GradABS, or EL1 employee who has been restricted under clauses 245.1 to 246.3, is required to perform extra duty in connection with that restriction duty, overtime will be paid.

85. FLEX TIME/TIME OFF IN LIEU OPTION

85.1 Employees may take overtime as flextime, or time off in lieu, calculated at the applicable overtime rate.

86. MINIMUM BREAK AFTER EXTRA DUTY

86.1 Employees are entitled to eight consecutive hours off duty plus reasonable travelling time between the end of duty on any day and the commencement of duty on the next day. Employees will not be required to resume duty until they have had such a break.

87. ADDITIONAL INFORMATION

87.1 Further information about overtime arrangements is available in ABS Guidelines.

FLEXIBLE WORK ARRANGEMENTS

88. FLEXIBLE WORK ARRANGEMENTS

88.1 An employee who meets the criteria specified in section 65 of the *Fair Work Act 2009*, may request flexible working arrangements, including part-time hours. The employee is not eligible to make this request unless they have completed at least 12 months of continuous qualifying service (the Australian Statistician may waive this requirement in exceptional circumstances).

88.2 A casual employee engaged for irregular or intermittent duties may only request flexible work arrangements if the employee:

- a. is a long term casual employee immediately before making the request; and
- b. has reasonable expectation of continuing employment on a regular and systematic basis.

Note: 'long term casual employee' is defined at s.12 of the Fair Work Act 2009

88.3 A request made in accordance with clause 88.1 must be in writing and set out details of the change sought and the reasons for the change. The Australian Statistician will respond in writing to the request within 21 days and will only refuse on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal.

88.4 For the purposes of this clause:

- a. 'qualifying service' means service that is recognised for redundancy pay purposes;
- b. 'casual' means an employee engaged on an irregular or intermittent basis.

PART TIME WORKING ARRANGEMENTS

89. PRINCIPLE

- 89.1 ABS recognises that part time employment may enhance operational flexibility and assist employees to balance work, family and personal needs. ABS is committed to providing opportunities for employees at all levels to access part time working arrangements, including parents of children of school age or younger. The provisions in this Agreement are designed to be sufficiently flexible for employees to meet business needs and balance their personal needs.
- 89.2 Employees will not be required to convert from full time to part time hours or to vary existing part time hours without their agreement.

90. DEFINITION

- 90.1 Employees who work part time hours are those whose regular hours of work are less than 148 hours 20 minutes over a four week accounting period. To provide greater flexibility to suit local needs, this may be varied to less than 482 hours 5 minutes over a 13 week accounting period, by agreement between management and employees.

91. APPROVAL

- 91.1 The Australian Statistician will agree to reasonable requests for employees to work on a regular part time basis, subject to operational requirements. In cases where operational requirements result in the non-approval of a part time working arrangement, the employee and their line manager will, if necessary, consider alternative arrangements.
- 91.2 Part time working arrangements may be approved for a variety of purposes including, but not limited to:
- a. parental responsibilities;
 - b. long term caring responsibilities;
 - c. study commitments;
 - d. transition to retirement; and
 - e. work/life balance.

92. PART TIME WORKING ARRANGEMENTS FOR PARENTS

- 92.1 All employees returning from Pregnancy Leave, Adoption Leave or Foster Parent's Leave (with or without pay) will have access to part time work until the child reaches school age.

93. REVIEW OF PART TIME WORKING ARRANGEMENTS

- 93.1 Line managers and employees should review part time working arrangements at least every twelve months.

94. REVERSION TO FULL TIME HOURS

94.1 Employees who joined the ABS to work part time hours have no automatic rights of conversion to full time work. Where a part time employee who was initially engaged on a full time basis wishes to return to full time, the employee will be reverted to full time hours at their substantive level as soon as practicable.

95. SHORT TERM VARIATION TO HOURS

95.1 Short term variations to part time hours should normally be accommodated under flextime arrangements or time off in lieu. Exceptions will be subject to specific approval having regard to operational requirements.

96. JOB SHARING

96.1 Job sharing arrangements may be established between two employees subject to operational requirements. Job sharing may be initiated by employees or line managers.

97. ADDITIONAL INFORMATION

97.1 Further information about part time working arrangements is available in ABS Guidelines.

TELEWORKING

98. PRINCIPLE

98.1 In line with ABS' commitment to flexible work arrangements, ABS is committed to providing employees with access to teleworking.

99. APPROVAL

99.1 The Australian Statistician will agree to reasonable requests for employees to telework on either a regular, temporary or intermittent basis, subject to operational requirements, suitability of the work and appropriate risk controls.

100. TERMINATION OF TELEWORKING ARRANGEMENTS

100.1 An employee may terminate telework arrangements by giving reasonable notice.

101. ADDITIONAL INFORMATION

101.1 Further information about teleworking is available in ABS Guidelines.

SHIFTWORK

102. SHIFTWORK

- 102.1 The following shiftwork provisions only apply to employees who are engaged to undertake shiftwork or those who agree to perform shiftwork.

103. CHANGE TO SHIFTS

- 103.1 In accordance with clause 268, the ABS will consult with employees and their representatives as soon as practicable after proposing to introduce a change to an employee's shift cycle.

104. SHIFT PENALTIES

- 104.1 Employees who are rostered to perform their hours of duty outside the hours of 7.00am to 7.00pm Monday to Friday, and/or on weekends and public holidays, will be paid shift penalties at the following rates where:
- a. any part of the shift falls between the hours of 7:00pm to 7:00am Monday to Friday, the employee will be paid an additional 15.0% of the employee's salary for the whole of that shift;
 - b. the shift falls wholly within the hours of 7:00pm to 7:00am, the employee will be paid an additional 30.0% of the employee's salary for the whole of that shift;
 - c. the shift is performed on a Saturday, the employee will be paid an additional 50.0% of the employee's salary for the whole of that shift;
 - d. the shift is performed on a Sunday, the employee will be paid an additional 100.0% of the employee's salary for the whole of that shift;
 - e. the shift is performed on a public holiday, the employee will be paid an additional 150.0% of the employee's salary for the whole of that shift.

105. OVERTIME

- 105.1 Shiftworkers will be subject to general conditions for payment of overtime and emergency duty. Duty will be considered overtime where it is performed outside the normal rostered ordinary hours of duty on that day, or in excess of the weekly hours of ordinary duty.

106. BREAK BETWEEN SHIFT CYCLES

- 106.1 Shift rosters will be continuous, and provide for two days break between shift cycles.

107. ADDITIONAL ANNUAL LEAVE CREDIT

- 107.1 Employees, who work an eligible shift roster, accrue additional Annual Leave at the rate of one week per annum, which will accrue on a monthly basis. An eligible shift roster is one which, projected over a 12 month period, contains rostered shifts on at least ten Sundays and public holidays.

SECTION F – LEAVE

108. GENERAL PRINCIPLES

- 108.1 The ABS provides access to a flexible range of options for paid and unpaid absences from work to assist employees to balance work with other personal priorities.
- 108.2 The ABS encourages employees to take Annual Leave due to them each year rather than have it accumulate.
- 108.3 The ABS encourages employees to take the most appropriate form of leave for their circumstances.

109. NON APPROVAL OF LEAVE

- 109.1 Where an employee has had a formal application for leave rejected, the manager will advise the employee of the reason(s) for the decision in writing, including reasons relating to operational requirements. The manager and the employee will consider alternative arrangements if required.

PORTABILITY OF LEAVE AND RECOGNITION OF PRIOR SERVICE

110. PORTABILITY OF ACCRUED LEAVE ENTITLEMENTS

- 110.1 Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued Annual Leave and Personal/Carer's Leave (however described) will be transferred, provided there is no break in continuity of service.
- 110.2 Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of employment as an ABS Interviewer or in the Parliamentary Service or the ACT Government Service, the employee's unused accrued Annual Leave and Personal/Carer's Leave (however described) will be recognised.
- 110.3 For the purposes of clauses 110.1 and 110.2:
- a. 'APS employee' has the same meaning as the *Public Service Act 1999*;
 - b. 'ABS Interviewer' refers to employment under the *Australian Bureau of Statistics Act 1975*; and
 - c. 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.

111. RECOGNITION OF PRIOR SERVICE

- 111.1 Service with organisations where the employee was previously employed under the *Public Service Act 1999*, the *Australian Bureau of Statistics Act 1975*, the *Parliamentary Service Act 1999*, or the ACT Government Service, may be recognised for Personal Leave (however described) purposes if the break in service is not more than two calendar months. Where a redundancy payment has been received, the relevant period of service cannot be recognised.

- 111.2 Consistent with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*, service for Long Service Leave will be recognised if the break in service is not more than 12 months.

ANNUAL LEAVE

112. PURPOSE

- 112.1 Annual Leave is provided so that employees will have a consistent break from work each year. Annual Leave is subject to availability of accrued leave and approval in advance. Employees are encouraged to use their Annual Leave entitlement in a manner which avoids the substantial accumulation of Annual Leave.

113. ACCRUAL

- 113.1 Annual Leave will accrue at the rate of 20 days (i.e. four weeks) for each full year worked and pro rata for part time employees. Annual Leave accrues daily and may be accessed as it accrues.

114. HALF PAY OPTION

- 114.1 Employees may choose to take Annual Leave at half pay in which case accrued leave will be deducted at half the rate for the period of absence.

115. CASH OUT OPTION

- 115.1 Employees may choose to cash out up to one week (pro rata for part time employees) of their accrued Annual Leave once per calendar year, provided the employee's remaining accrued Annual Leave entitlement is not less than four weeks.
- 115.2 Each cashing out of paid Annual Leave must be by ABS agreement to a written request from an employee. The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

116. EXCESS ANNUAL LEAVE

- 116.1 Accrued Annual Leave in excess of 40 days as at 1 January in any given year, (50 days for eligible Darwin employees, 50 days for eligible shift workers and two years accrual for part time employees) is considered to be excessive. Employees with excess Annual Leave should have a discussion with their line manager regarding elimination of the excess.
- 116.2 An employee, who has not eliminated their excess Annual Leave by 1 May in the same year or commenced such reduction, may be directed to take Annual Leave by 1 June, and not attend work. A reasonable period of notification to take Annual Leave will be provided to the employee.
- 116.3 Employees who have moved to the ABS from other agencies, and ABS employees who have returned from extended leave (of more than 12 weeks), will have six months from their date of commencement or return to duty to eliminate excess Annual Leave.

117. EMPLOYEES STATIONED IN DARWIN

117.1 Existing employees continuously stationed in Darwin with ABS from 1 June 2001 will receive an extra five days Annual Leave per annum.

118. ADDITIONAL INFORMATION

118.1 Further information about Annual Leave is available in ABS Guidelines.

PURCHASED ANNUAL LEAVE (PAL)

119. PURPOSE

119.1 PAL enables employees to purchase up to eight additional weeks' leave per year. Deductions will be made from fortnightly salary in equal instalments over an agreed period up to a maximum of 12 months.

120. ELIGIBILITY

120.1 All ongoing employees may apply to participate in PAL arrangements.

121. APPROVAL

121.1 PAL may be approved having regard to operational requirements. It will be necessary to re-negotiate approvals where an employee moves to a different work area during a leave year.

122. SCOPE

122.1 PAL:

- a. may be purchased in blocks of five days up to a maximum of eight weeks per year (pro rata for employees working part time hours);
- b. cannot be taken at half pay;
- c. must be taken in whole days; and
- d. counts as service for all purposes.

123. ADDITIONAL INFORMATION

123.1 Further information about the PAL Scheme is available in ABS Guidelines.

PERSONAL LEAVE

124. PURPOSE

124.1 Personal Leave is provided for employees who are unable to attend work because they:

- a. are ill, injured, or have a medical appointment;
- b. are required to provide care or support to members of their immediate family or household who are ill or injured, or experience an unexpected emergency;
- c. have special or exceptional circumstances such as moving house, personal emergency situations or snap transport strikes;
- d. are attending a funeral, other than where Compassionate Leave applies;
- e. have parenting responsibilities following the birth or adoption of a child, and are not eligible for paid Pregnancy /Adoption/Foster Parent's Leave; or
- f. are attending their graduation ceremony.

124.2 Nothing in clause 124.1 shall operate to reduce the entitlement of 10 days of paid personal/carer's leave for each year of service under the National Employment Standards (NES).

125. ACCRUAL

125.1 On engagement, all ongoing employees will be credited with Personal Leave of 18 days (pro rata for part time employees). A further 18 days (pro rata for part time employees) will accrue on completion of each 12 month period of eligible service thereafter.

126. NON-ONGOING EMPLOYEES

126.1 Non-ongoing employees, except those receiving a loading in lieu of paid leave will accrue one and a half days Personal Leave per month progressively (pro rata for part time employees). Personal Leave may be accessed as it accrues.

127. ACCUMULATED PERSONAL LEAVE

127.1 All accrued Personal Leave accumulates if not used. Accumulated Personal Leave cannot be paid out in any circumstances.

128. NOTIFICATION TO LINE MANAGER

128.1 Employees must notify their line manager as soon as practicable of their absence or their intention to be absent.

129. DOCUMENTARY EVIDENCE

129.1 With respect to Personal Leave for personal illness, injury, medical appointments and caring purposes, suitable documentary evidence is required for leave in excess of eight days per leave year, or leave in excess of three consecutive days.

129.2 For periods of extended or continuous Personal Leave for caring purposes beyond four weeks, employees will be required to complete an application providing specific supporting medical evidence before the leave can be considered for approval.

129.3 Where employees consider they may require more than eight days Personal Leave due to a personal illness or injury, or for caring purposes, without suitable documentary evidence in that Personal Leave year, they may provide medical evidence outlining the requirement for additional Personal Leave days. Such medical evidence will cover any absences for illness, injury or caring purposes in that particular Personal Leave year.

130. HALF PAY OPTION

130.1 Employees who are absent for ten or more continuous working days because of personal illness or injury may elect to take Personal Leave at half pay. Personal Leave at half pay may also be approved by the Australian Statistician for absences of one day or more in exceptional circumstances. Where an employee takes Personal Leave at half pay, Personal Leave credits will be deducted at half the rate for the period of absence.

131. PERSONAL LEAVE WITHOUT PAY

131.1 Where an employee has exhausted their Personal Leave and the employee provides suitable documentary evidence of personal illness or injury, the Personal Leave will be without pay.

131.2 Continuous unpaid Personal Leave for personal illness or injury to a total of 78 weeks, less any periods of paid Personal Leave, will count as service for all purposes. Any further continuous periods of unpaid Personal Leave will not count as service except for Long Service Leave purposes.

131.3 On the provision of suitable documentary evidence, two days per occasion of unpaid Personal Leave will be granted for caring purposes where paid Personal Leave has been exhausted.

131.4 Non-ongoing employees who receive a loading in lieu of paid leave will have access to unpaid Personal Leave for caring purposes of two days per occasion consistent with the *Fair Work Act 2009*.

132. ADDITIONAL INFORMATION

132.1 Further information about Personal Leave is available in ABS Guidelines.

133. OTHER LEAVE APPROVAL

133.1 Other Leave is subject to approval and supporting evidence may be required.

134. CIRCUMSTANCES

134.1 Other leave will be granted where the employee is required to undertake jury service.

134.2 Other leave may be granted in, but is not limited to, the following circumstances:

- a. participation in major international sporting events; or
- b. participation in National Aboriginal and Islander Day Observance Committee (NAIDOC) Week activities; or
- c. where a member of an employee's immediate family or household suffers an illness or sustains an injury that poses a serious threat to their life, or on the bereavement of a member of an employee's immediate family or household and where the Delegate approves the leave having regard to the individual circumstances of the employee.

135. ADDITIONAL INFORMATION

135.1 Further information about Other Leave is available in ABS Guidelines.

136. FAMILY AND DOMESTIC VIOLENCE

136.1 The ABS is committed to supporting employees affected by family and domestic violence. Employees are encouraged to discuss which avenues of support are available with their line manager or People Services.

136.2 Leave is available to employees affected by family and domestic violence, or to provide support to a member of their family who is affected by family and domestic violence. Employees (except non-ongoing employees engaged on an irregular or intermittent contracts) can apply for paid Miscellaneous Leave to cover absences for the purpose of, but not limited to:

- a. illness or injury resulting from family and domestic violence;
- b. providing care or support to a family or household member who is affected by family and domestic violence;
- c. attending appropriate medical and/or counselling appointments relating to family and domestic violence;
- d. obtaining legal advice relating to family and domestic violence;
- e. attending court hearings relating to family and domestic violence;
- f. attending police appointments relating to family and domestic violence;
- g. attending to urgent issues arising through property damage that is a consequence of family and domestic violence;
- h. accessing alternative accommodation as a consequence of family and domestic violence;
- i. attending to personal affairs such as arranging new bank accounts as a consequence of family and domestic violence;
- j. arranging alternative childcare or schooling for children as a consequence of family and domestic violence.

- 136.3 Non-ongoing employees engaged on an irregular or intermittent contract are entitled to access leave without pay for family and domestic violence purposes.
- 136.4 These provisions apply in addition to any entitlements available under the National Employment Standards.
- 136.5 Where documentary evidence is required for absences related to family and domestic violence, the line manager, or People Services officer, and employee will discuss and agree on options. This may include statements from the police, courts or a legal representative, or statutory declarations.
- 136.6 Where an employee affected by family and domestic violence does not feel comfortable discussing their absence with their line manager, they may contact People Services who can authorise the absence. A person acting on behalf of an employee may also contact the employee's line manager or People Services to advise them of an absence under this clause.

MISCELLANEOUS LEAVE

137. PURPOSE

- 137.1 Miscellaneous Leave provides access to leave for purposes not covered elsewhere in this Agreement.
- 137.2 The Australian Statistician may grant additional leave, with or without pay, which may or may not be determined to count as service.

138. ADDITIONAL INFORMATION

- 138.1 Further information about Miscellaneous Leave is available in ABS Guidelines.

DEFENCE RESERVE LEAVE

139. LEAVE FOR ADF RESERVE AND CONTINUOUS FULL TIME SERVICE OR CADET FORCE OBLIGATIONS

- 139.1 An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
- 139.2 An employee is entitled to leave with pay, of up to four weeks during each financial year, and an additional two weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve.
- 139.3 With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years.
- 139.4 An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

- 139.5 Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts as service for all purposes except Annual leave accrual.

140. ADDITIONAL INFORMATION

- 140.1 Further information about Defence Reserve Leave is available in ABS Guidelines.

COMMUNITY SERVICE LEAVE

141. EMERGENCY SERVICES

- 141.1 Employees who engage in an eligible community service activity have access to reasonable periods of paid leave for:

- a. time when the employee engages in the activity;
- b. reasonable travelling time associated with the activity; and
- c. reasonable recovery time.

- 141.2 Employees who engage in an eligible community service activity have access to reasonable periods of unpaid leave for:

- a. regular training; and
- b. ceremonial duties.

142. NOTIFICATION TO LINE MANAGERS

- 142.1 Employees must notify their line manager as soon as practicable of their absence, or their intention to be absent and the expected period of the absence.

143. ADDITIONAL INFORMATION

- 143.1 Further information on Community Service Leave is available in ABS Guidelines.

COMPASSIONATE LEAVE

144. COMPASSIONATE LEAVE

- 144.1 An employee (except an employee engaged on an irregular or intermittent basis) will be granted paid Compassionate Leave as follows:

- a. two days paid leave per occasion where a member of the employee's immediate family, or a member of the employee's household, contracts or develops an illness, or sustains an injury, that poses a serious threat to their life; and
- b. three days per occasion on the bereavement of a member of the employee's immediate family, or a member of the employee's household.

145. SUPPORTING EVIDENCE

- 145.1 The employee may be required to provide suitable documentary evidence when applying for Compassionate Leave.

LEAVE WITHOUT PAY (LWOP)

146. PURPOSE

146.1 LWOP may be approved for a variety of purposes including, but not limited to:

- a. Parental, foster parent or adoption purposes (refer also to Parental Leave clauses 152.1 to 162.1);
- b. accompanying a spouse on a posting;
- c. personal development or training;
- d. long term carer's responsibilities;
- e. employment in the interest of the ABS or the APS;
- f. days of cultural, ceremonial or religious significance; and
- g. community and volunteer purposes.

147. APPROVAL

147.1 LWOP may be granted if it is considered reasonable in the circumstances having regard to:

- a. the reason for the proposed leave;
- b. the employee's length of service;
- c. the employee's recent leave history; and
- d. operational needs of the work area and the ABS.

148. SUPPORTING EVIDENCE

148.1 Applicants may be required to provide supporting evidence to assist consideration of an application for LWOP.

149. CONDITIONS

149.1 LWOP may be granted for the period of the request or for another period and approval may be subject to conditions.

150. SERVICE IMPLICATIONS

150.1 Unless otherwise determined, LWOP in excess of 30 calendar days in the accrual period will not count as service for Annual Leave and Personal Leave purposes.

151. ADDITIONAL INFORMATION

151.1 Further information about LWOP is available in ABS Guidelines.

PARENTAL LEAVE

152. PURPOSE

152.1 Parental leave is a combination of paid and unpaid leave available to eligible employees for a period of up to two years in relation to the birth, adoption or fostering of a child.

152.2 Employees may also apply for other forms of leave, such as Annual Leave or Long Service Leave, in accordance with the provisions of this Agreement and/or relevant legislation.

153. PREGNANCY LEAVE

153.1 Employees covered by this Agreement may be eligible for leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* (in this Agreement, referred to as 'Pregnancy Leave'), including up to 12 weeks paid leave.

153.2 Pregnancy Leave is available to an employee for their absence from the workplace associated with the birth of their child/children.

154. ADDITIONAL FOUR WEEKS

154.1 Employees eligible to receive paid Leave under the *Maternity Leave (Commonwealth Employees) Act 1973* are entitled to receive an additional four weeks of paid leave under this Agreement. That is, eligible employees receive a total of up to 16 weeks of paid leave.

155. ADOPTION LEAVE

155.1 The Australian Statistician will grant an employee, who has service that would qualify an employee for paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973*, leave on full pay for a period of up to 16 weeks for the purposes of adopting an eligible adoptive child. Adoption Leave counts as service for all purposes.

156. PRE-ADOPTION LEAVE

156.1 Employees (including non-ongoing employees who receive a loading in lieu of paid leave) are entitled to up to two days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the adoption of an eligible adoptive child. Employees are not entitled to take a period of unpaid pre-adoption leave if:

- a. they could instead take some other form of leave; and
- b. the ABS directs them to take some other form of leave.

157. FOSTER PARENT'S LEAVE

157.1 The Australian Statistician will grant an employee, who has service that would qualify an employee for paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973*, leave on full pay for a period of up to 16 weeks where the employee has assumed long term responsibility arising from the placement of an eligible foster child through a permanent fostering arrangement under the relevant State or Territory child welfare law.

158. PREGNANCY, ADOPTION LEAVE AND FOSTER PARENT'S LEAVE ON HALF SALARY

158.1 Employees who are eligible for paid Pregnancy, Adoption or Foster Parent's Leave may elect to have the payment for that leave spread over a maximum of 32 weeks at a rate of half normal salary. Any period beyond the first 16 weeks does not count as service for any purpose and this arrangement does not extend the total period of paid or unpaid Pregnancy, Adoption or Foster Parent's Leave available.

159. ADDITIONAL PREGNANCY LEAVE, ADOPTION LEAVE AND FOSTER PARENT'S LEAVE WITHOUT PAY

159.1 Employees with a minimum continuous period of 12 months APS service may take up to a total of two years continuous paid and unpaid leave, immediately following the birth of a child, or adoption of an eligible adoptive child or fostering of an eligible foster child. Unpaid leave will not count as service for any purpose except during the first 16 weeks of Pregnancy Leave, Adoption Leave or Foster Parent's Leave, where both paid and unpaid leave count as service for all purposes. Where an employee elects to contribute to superannuation, the unpaid leave will count for superannuation salary purposes.

159.2 Additional unpaid leave for pregnancy, adoption and foster parenting purposes can be sought under the Leave Without Pay provisions.

160. NEW PARENT RESPONSIBILITIES

160.1 Ten days paid leave will be available for the supporting partner (non-primary care giver) immediately following the birth, adoption or fostering of their child. This provision applies to all employees except those non-ongoing employees engaged on irregular or intermittent contracts.

161. RETURN TO WORK AFTER PARENTAL LEAVE

161.1 On ending parental or pregnancy leave, an employee is entitled to return to:

- a. the employee's pre-parental/pregnancy leave duties; or
- b. those duties no longer exists – an available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental/pregnancy leave. Where this is not practical, other duties will be sought.

161.2 For the purposes of clause 161.1, duties means those performed:

- a. if the employee was moved to safe duties because of the pregnancy – immediately before the move; or
- b. if the employee began working part-time because of the pregnancy – immediately before the part-time employment began; or
- c. otherwise – immediately before the employee commenced pregnancy or parental leave.

162. ADDITIONAL INFORMATION

162.1 Further information about Parental Leave is available in ABS Guidelines.

163. LONG SERVICE LEAVE (LSL) LONG SERVICE LEAVE

163.1 An employee is eligible for Long Service Leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*. The minimum period during which Long Service Leave can be taken is seven calendar days at full pay (or 14 calendar days at half pay). Long Service Leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

164. ADDITIONAL INFORMATION

164.1 Further information about LSL arrangements is available in ABS Guidelines.

ABSENCE WITHOUT APPROVAL

165. ABSENCE WITHOUT APPROVAL

165.1 Where an employee is absent from duty without approval:

- a. if the absence occurs as part of industrial action, it will be without pay and will not count as service for any purpose; and
- b. if the absence occurs for any other reason, the employee's line manager may require the employee to make up time, or may require an absence of 30 minutes or more to be taken without pay in which case the absence will not count as service for any purpose.

166. EFFECT ON SALARY AND BENEFITS

166.1 Where an employee is absent from duty without approval, all salary and other benefits provided under this Agreement will cease to be available until the employee resumes duty or is granted leave.

PUBLIC HOLIDAYS

167. RECOGNISED PUBLIC HOLIDAYS

167.1 Employees will be entitled to the following paid public holidays:

- a. 1 January (New Year's Day);
- b. 26 January (Australia Day);
- c. Good Friday;
- d. Easter Monday;
- e. 25 April (Anzac Day);
- f. the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- g. 25 December (Christmas Day);
- h. 26 December (Boxing Day);
- i. any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.

167.2 Employees in receipt of a loading in lieu of leave, will not be paid for, and will not be required to attend work on, public holidays.

167.3 Where, in a cycle of shifts on a regular roster, a shift worker is required to perform rostered duty on each of the days of the week, that employee will, in respect of a public holiday which occurs on a day on which the employee is rostered off duty, be granted, if practicable, within one month after the holiday, a day's leave in lieu of that holiday. Where it is not practicable to grant a day off, the employee will be paid one day's pay at the ordinary rate.

168. SUBSTITUTED PUBLIC HOLIDAYS

168.1 If under a State or Territory law, a day or part-day is substituted for one of the public holidays listed clause 167.1, then the substituted day or part-day is the public holiday.

169. PUBLIC HOLIDAYS' SUBSTITUTION SCHEME

169.1 A line manager and an employee may agree on the substitution of a day or part-day that would otherwise be a public holiday, having regard to operational requirements.

170. PAYMENT FOR PUBLIC HOLIDAYS

170.1 An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not have normally worked on that day.

171. PUBLIC HOLIDAYS DURING PERIODS OF LEAVE

171.1 Where a public holiday falls during a period when an employee is absent on leave (other than Annual or paid Personal Leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave.

GENERAL LEAVE CONDITIONS

172. LEAVE SUBSTITUTION

172.1 Employees on Annual Leave (including Purchased Annual Leave), Long Service Leave, or Flex Leave may substitute this leave in circumstances where they are:

- a. medically unfit for duty;
- b. eligible for Compassionate Leave;
- c. eligible for paid Community Service Leave; or
- d. required to care for members of their immediate family or household who are ill or injured.

172.2 Leave will be substituted where suitable documentary evidence is provided. The Annual Leave, Long Service Leave, or Flex Leave will be re-credited to the extent of the period of Personal, Compassionate or Community Service Leave granted.

172.3 Long Service Leave will only be re-credited in full days for the period specified on the suitable documentary evidence. Weekends will not be re-credited unless the documentary evidence specifically covers those dates.

173. OTHER LEGISLATED LEAVE PROVISIONS

173.1 Other forms of legislated leave will be recognised.

SECTION G – HEALTHY WORKPLACE

WORK HEALTH AND SAFETY (WHS)

174. COMMITMENT TO A SAFE AND HEALTHY WORK ENVIRONMENT

- 174.1 The ABS is committed to creating and maintaining a safe and healthy work environment. Responsibilities are outlined in the *Work Health and Safety Act 2011*.

INFLUENZA VACCINATIONS

175. INFLUENZA VACCINATION PROGRAM

- 175.1 As part of its commitment to the health and safety of its employees, the ABS will offer an annual program to assist employees who choose to be vaccinated against influenza. The program will operate in all ABS Offices and ABS will arrange and pay for the services of registered health professionals to vaccinate employees and the cost of the influenza vaccine.

SUPPORT FOR EMPLOYEES

176. EMPLOYEE ASSISTANCE PROGRAM

- 176.1 ABS will provide employees and their families with access to confidential, professional employee counselling assistance to help them to resolve personal and/or work related problems.

177. EYESIGHT TESTING

- 177.1 An employee whose job involves screen based work may seek an eyesight test once every two years, and be reimbursed in accordance with specified limits.

178. SPECTACLE REIMBURSEMENT

- 178.1 Where spectacles and lenses are prescribed for operating Screen Based Equipment, the employee will be reimbursed up to \$100.00 for single vision lenses and up to \$200.00 for bifocal/multifocal lenses. During the life of the Agreement, the quantum of the reimbursement may be reviewed and the Australian Statistician may adjust the reimbursement as a result of the review.

179. ADDITIONAL INFORMATION

- 179.1 Further information about eyesight testing and spectacle reimbursement is available in ABS Guidelines.

SECTION H – EMPLOYEE DEVELOPMENT

LEARNING AND DEVELOPMENT

180. PRINCIPLE

180.1 The ABS is committed to providing opportunities for all employees to develop and enhance their skills and qualifications to meet current and future skill requirements in line with corporate goals and individual career development.

181. STUDY SUPPORT PROGRAM

181.1 The ABS, through the Study Support Program, will support employees who wish to undertake part time external study in an agreed area.

181.2 Approved students undertaking part time study will have access to:

- a. paid Study Leave up to six hours per week (pro rata for part time employees);
- b. agreed additional leave in the form of flextime, or time off, or Annual Leave or Leave Without Pay;
- c. paid Study Leave up to ten hours per week for Aboriginal and Torres Strait Islander students, students with a disability, and students who meet an identified objective of the ABS Workplace Diversity program; and
- d. financial support in some circumstances to assist students, including Aboriginal and Torres Strait Islander students, with some or all of their course fees.

182. SUPPORT FOR FULL TIME STUDY

182.1 Leave Without Pay may be granted to employees for the purpose of full time study.

183. PROFESSIONAL ASSOCIATION MEMBERSHIP FEES

183.1 Payment for professional association membership fees will be made where it is an essential requirement for the performance of an employee's duties e.g. maintenance of mandatory qualifications. In other circumstances, the ABS may pay for personal professional association membership costs, or facilitate corporate membership, where such membership is considered to provide a direct benefit to the ABS. This will be determined on a case by case basis.

184. ADDITIONAL INFORMATION

184.1 Further information about the Study Support Program, and payment of professional association membership fees, is available in ABS Guidelines.

SECTION I – WORKFORCE PLANNING

WORKPLACE DIVERSITY

185. PRINCIPLE

- 185.1 Consistent with the APS Values, the ABS is committed to the principles of fairness, equity and diversity in employment. All ABS employees have a responsibility to uphold and demonstrate these principles in the conduct of their day to day work.
- 185.2 Through its Workplace Diversity Program the ABS aims to:
- a. ensure that its corporate, business and human resource plans recognise and utilise the diversity of its employees;
 - b. provide a workplace that recognises and utilises the diversity of its employees;
 - c. support a diverse workplace and endeavour to increase the proportion of Aboriginal and Torres Strait Islander employees;
 - d. uphold and promote equity and procedural fairness in decision making;
 - e. encourage and assist employees to balance work and individual needs;
 - f. strive to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
 - g. foster an environment free of harassment, including bullying.

TEMPORARY ASSIGNMENT OF DUTIES (HIGHER DUTIES AND TEMPORARY TRANSFER)

186. ASSIGNMENT OF DUTIES

- 186.1 Ongoing employees may be temporarily assigned to other duties at their substantive level to meet operational requirements.

187. HIGHER DUTIES

- 187.1 Employees may be temporarily assigned to other duties at a higher work value level according to the Work Level Standards. This may be for developmental purposes.

188. PAYMENT OF HIGHER DUTIES ALLOWANCE (HDA)

- 188.1 HDA is payable where an employee occupies a position at a higher classification level which is temporarily vacant for a period of four weeks or more.
- 188.2 HDA may be paid for vacancies for periods of less than four weeks where there is a genuine need for the duties of the position to be undertaken, taking into account the:
- a. efficiency of the employee assigned the higher duties; and
 - b. relative importance to the ABS of the duties to be performed at the higher classification.
- 188.3 Where vacancies occur for short periods of less than four weeks at a time, work will be reassigned wherever possible to minimise the use of HDA.

189. ADDITIONAL INFORMATION

189.1 Further information about HDA is available in ABS Guidelines.

GRADUATE BROADBAND

190. GRADUATE ABS BROADBAND (GradABS)

190.1 The ABS has a Graduate ABS broadband (GradABS), which contains the combined APS3 and APS4 classifications. The entry pay point for ABS graduates will be assessed in accordance with the employee's qualifications, work experience, skills and abilities. For employees on a GradABS pay point equivalent to an APS3 pay point, this will usually be GradABS pay point 1. For employees on a GradABS pay point equivalent to an APS4 pay point, this will usually be GradABS pay point 4.

191. GRADUATE DEVELOPMENT PROGRAM

191.1 ABS graduates will be required to undertake a Graduate Development Program that includes a course of training designed to provide graduates with the necessary skills and experience to be successful at the ABS.

192. BROADBAND ADVANCEMENT

192.1 On completion of the Graduate Development Program, and subject to meeting required performance standards:

- a. employees who are on a GradABS pay point at the APS3 classification, will be advanced to the greater of:
 - i. GradABS pay point 4; or
 - ii. the employee's nominal salary prior to advancement plus 5.0%.
- b. employees who are on a GradABS pay point at the APS4 classification, will be advanced to GradABS pay point 6.

192.2 GradABS employees who are advanced in the broadband, will then be transferred to the equivalent salary in the APS4 salary range.

192.3 GradABS employees who do not complete the Graduate Development Program, or do not meet required performance standards, will be transferred to the equivalent salary in the APS3 or APS4 salary range and are eligible to apply for the next Graduate Development Program.

193. ADDITIONAL INFORMATION

193.1 Further information on the administration of the Graduate Development Program is available in ABS Guidelines.

MATURE AGE EMPLOYEES

194. PRINCIPLE

- 194.1 ABS will implement a range of initiatives to optimise the contribution of mature age employees, and encourage those who are making a valuable contribution to stay longer in the workforce.

195. FLEXIBLE WORK ARRANGEMENTS

- 195.1 In keeping with the ABS commitment to work/life balance, flexible working arrangements such as part time work and the use of a variety of leave provisions can be suitable for use by mature age employees. Employees are encouraged to explore these flexibilities as a means of extending their working lives and to assist their transition to retirement.
- 195.2 Subject to operational requirements, managers will favourably consider flexible working arrangements as a means of retaining mature age employees who might otherwise choose to leave the ABS.

196. ADDITIONAL INFORMATION

- 196.1 Further information is available in the Mature Age Employee Strategy and ABS Guidelines.

SEPARATION FROM THE AUSTRALIAN PUBLIC SERVICE (APS)

197. RESIGNATION FROM THE APS

- 197.1 A resignation will take effect on a day that the ABS is open for business i.e. not on a weekend, public holiday or during the Christmas Closedown period.

198. DEATH OF AN EMPLOYEE

- 198.1 Where an employee dies whilst in employment, or the Australian Statistician has directed that an employee is presumed to have died on a particular date whilst in employment, the Australian Statistician will, subject to legal requirements, authorise the payment of the amount to which the former employee would have been entitled had they ceased employment by resignation or retirement. Payment will usually be made to the deceased person's estate.

MANAGING EXCESS STAFFING SITUATIONS

199. APPLICATION

199.1 These provisions apply to all ongoing employees who are not on probation.

200. DEFINITION

200.1 An employee is excess if:

- a. the employee is included in a class of employees which comprises a greater number of employees than is necessary for the efficient and economical operations of the ABS; or
- b. the services of the employee cannot be effectively used because of technological or other changes in the work methods of the ABS, or changes in the nature, extent or organisation of functions of the ABS; or
- c. the work usually performed by the employee is to be performed at a different locality, the employee is not willing to perform work at that locality and the Australian Statistician determines that these provisions will apply to that employee.

201. CONSULTATION

201.1 Where the ABS is aware that an employee may become excess, the employee will be advised of the situation at the earliest practicable time. Discussions will be held with the employee and, where they choose, their representative, to consider redeployment and other options including voluntary redundancy. The maximum period of time allowed for these consultations will be four weeks.

201.2 The ABS will establish, through consultation, which employees want to be offered voluntary redundancy immediately, and which employees seek redeployment.

202. MANDATORY REPORTING

202.1 Where 15 or more employees are likely to be dismissed because of economic, technological, structural or similar reasons, ABS will comply with sections 530 and 531 of the *Fair Work Act 2009* which relate to notification to, and consultation with, Centrelink and relevant unions.

203. FINANCIAL AND CAREER ADVICE

203.1 An employee who may be offered, and is considering, voluntary redundancy will be reimbursed up to \$800.00 for the provision of professional financial advice. The ABS will also provide access to career counselling. During the life of the Agreement, the Australian Statistician may increase the quantum of the reimbursement.

REDEPLOYMENT

204. REDEPLOYMENT

204.1 All reasonable steps will be taken, consistent with the efficient operation of the ABS, to move an excess employee or a potentially excess employee to a suitable vacancy at the same classification within the same office of the ABS.

- 204.2 Other employees may also be invited to express interest in a voluntary redundancy where this might facilitate redeployment of potentially excess employees who are not interested in a voluntary redundancy.
- 204.3 An employee seeking redeployment will be advised in writing that they are excess. Redeployment arrangements will include collaborative arrangements with other APS agencies, e.g. APS-wide redeployment arrangements, and/or engaging the assistance of an external placement organisation.

VOLUNTARY REDUNDANCY

205. VOLUNTARY REDUNDANCY

- 205.1 The ABS may invite an employee to elect for voluntary redundancy:
- a. at any time after the discussions with the employee, and not before the maximum consultation period of four weeks; and after establishing through consultation, which employees want to be offered voluntary redundancy immediately, and which employees seek redeployment; or
 - b. if an employee has not been redeployed within two months of referral to an external placement agency.
- 205.2 The employee will have one month to make an election. The employee is only entitled to receive one offer of voluntary redundancy during any one process.
- 205.3 Where an employee accepts an offer of voluntary redundancy, notice of termination will not be given before the end of the one month period without the agreement of the employee.

206. INFORMATION TO EMPLOYEES

- 206.1 Within that month, an employee who has been invited to accept a voluntary redundancy will be given information on the:
- a. amount of severance pay, pay in lieu of notice and accumulated leave credits;
 - b. amount of accumulated superannuation contributions;
 - c. options open to the employee concerning superannuation; and
 - d. taxation rules applying to the relevant payments

207. NOTICE PERIOD

- 207.1 Where an excess employee accepts an offer of voluntary redundancy, the Australian Statistician may terminate the employee's employment by issuing a notice of termination under Section 29 of the *Public Service Act 1999*. The period of notice will be:
- a. four weeks, or
 - b. five weeks for an employee who is over 45 years of age with at least five years of continuous service.

207.2 The ABS or the employee may request an earlier termination date within the notice period. In these circumstances the employee will receive payment instead of notice for the unexpired part of the notice period, including provision for overtime where it could be reasonably expected that it would have applied.

208. REDUNDANCY BENEFIT

208.1 An employee who accepts an offer of a voluntary redundancy with a redundancy benefit and whose employment is terminated by the Australian Statistician under Section 29 of the *Public Service Act 1999* on the grounds that the employee is excess to the requirements of the ABS, is entitled to payment of a redundancy benefit of an amount equal to two weeks' salary for each completed year of continuous service, plus a pro rata payment for completed months of service, subject to any minimum amount the employee is entitled to under the National Employment Standards (NES).

208.2 The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.

208.3 The redundancy benefit will be 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 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.

208.4 Service for the purposes of calculating redundancy benefits and the rate of payment for calculating such benefits are set out in ABS Guidelines.

INVOLUNTARY REDUNDANCY

209. INVOLUNTARY REDUNDANCY

209.1 An excess employee, who has previously been invited to accept voluntary redundancy but has declined, may have their employment involuntarily terminated.

210. RETENTION PERIODS

210.1 An excess employee who does not agree to a voluntary redundancy with the payment of a redundancy benefit will be entitled to the following period of retention:

- a. 56 weeks where the employee has 20 years or more service or is over 45 years of age; or
- b. 30 weeks for other employees.

210.2 The retention period will commence on the day the employee is advised in writing that they are an excess employee.

211. REDUCTION IN RETENTION PERIODS

211.1 If an employee is entitled to a redundancy payment in accordance with the NES, the retention period in clause 210.1 will be reduced by the number of weeks' redundancy pay that the employee will be entitled to under the NES on termination of employment, as at the expiration of the retention period (as adjusted by this clause).

212. EXTENDING THE RETENTION PERIOD

- 212.1 The retention period will be extended by any periods of Personal Leave (for personal illness or injury covered by suitable documentary evidence) during the retention period.

213. RETENTION PERIOD - EARLY TERMINATION

- 213.1 Where the Australian Statistician is satisfied that there is insufficient productive work available for the employee within the ABS during the remainder of the retention period and that there is no reasonable redeployment prospects in the APS:

- a. the Australian Statistician may, terminate the employee's employment under section 29 of the *Public Service Act 1999*; and
- b. upon termination, the employee will be paid a lump sum comprising:
 - i. the balance of the retention period (as shortened for the NES under clause 211.1) and this payment will be taken to include the payment in lieu of notice of termination of employment; plus
 - ii. the employee's NES entitlement to redundancy pay.

- 213.2 The excess employee may also nominate a termination date prior to the expiry of the retention period.

214. ALTERNATIVE EMPLOYMENT

- 214.1 During the retention period the ABS will continue to take reasonable steps to find alternative employment for the excess employee, including considering the claims of excess employees in isolation from and not in competition with other applicants for advertised vacancies at or below the excess employee's nominal classification level.

- 214.2 The excess employee will be reimbursed for reasonable travel and incidental expenses incurred in seeking alternative employment where the costs are not met by the prospective employer.

- 214.3 An excess employee required to move household to a new locality on redeployment will be entitled to reimbursement of reasonable costs incurred.

215. RESTRICTION ON INVOLUNTARY REDUNDANCY

- 215.1 An excess employee will not have their employment involuntarily terminated if they have:

- a. not been invited to elect to accept voluntary redundancy; or
- b. elected voluntary redundancy; or
- c. elected to accept voluntary redundancy but the Australian Statistician refused to approve it.

- 215.2 Further, where a redundancy situation affects a number of employees engaged in the same work at the same level and at the same location, and those employees have been invited to elect to accept voluntary redundancy, the Australian Statistician will not involuntarily terminate any employees if there are employees engaged in that work at that level at that location who have elected to be voluntarily terminated, been refused and still wish to accept voluntary redundancy.

216. REDUCTION IN CLASSIFICATION

- 216.1 During a retention period, the ABS may, with two weeks' notice, assign the excess employee to other work at a lower work level classification. In these circumstances the employee will receive income maintenance to maintain salary at the previous level for the balance of the retention period.
- 216.2 An employee who is reduced in work classification under this clause may seek a review of that decision.

217. NOTICE PERIODS

- 217.1 The following periods of notice will be given to an excess employee who is to be involuntarily terminated:
- a. one month; or
 - b. five weeks where an employee is over 45 years of age with at least five years of continuous service.

218. ADDITIONAL INFORMATION

- 218.1 Further information about managing excess staffing situations is available in ABS Guidelines.

INCAPACITY TERMINATION AND REDUCTION ON THE GROUNDS OF INCAPACITY

219. PROCEDURES

- 219.1 Procedures for managing cases of inability to perform duties because of physical or mental incapacity, which may involve termination of the employee's employment with a certificate from the relevant Superannuation Board, or reduction in work level, are set out in ABS Guidelines.

220. REVIEW

- 220.1 The ABS and/or the employee may request the Superannuation Board to reconsider any decision made by the Board regarding termination on the grounds of incapacity.
- 220.2 An employee who is reduced in work level under these provisions may seek a review of that decision.

TERMINATION OF EMPLOYMENT

221. TERMINATION OF EMPLOYEES

- 221.1 The Australian Statistician may terminate the employment of an employee in accordance with section 29 of the *Public Service Act 1999*.

222. PROCEDURES IN THIS AGREEMENT

- 222.1 Where procedures in this Agreement may lead to termination of employment on any of the allowable grounds under section 29 of the *Public Service Act 1999*, those procedures must be followed before an ongoing employee's employment may be terminated.

223. RIGHT OF REVIEW

- 223.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those provided:
- a. under the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* and the *Fair Work Act 2009*;
 - b. under other Commonwealth laws (including the Constitution); and
 - c. at common law.
- 223.2 Termination of, or a decision to terminate, employment cannot be reviewed under the review of actions framework or dispute resolution procedure outlined in this Agreement.

224. INSTANT DISMISSAL

- 224.1 Nothing in this Agreement prevents the Australian Statistician from terminating the employment of an employee for serious misconduct without further notice or payment in lieu, in accordance with the *Fair Work Act 2009*, subject to compliance with the procedures established by the Australian Statistician for determining whether an employee has breached the APS Code of Conduct under section 15 of the *Public Service Act 1999*.

SECTION J – TRAVEL AND ALLOWANCES

HIGHER DUTIES ALLOWANCE (HDA)

225. PAYMENT OF HDA

225.1 Provisions relating to HDA are in clauses 187.1 to 189.1.

OFFICIAL TRAVEL (DOMESTIC)

226. PRINCIPLE

226.1 Employees will have access to reasonable standards of travel, accommodation and meals and be compensated for additional expenses which are required while travelling on official business on behalf of the ABS.

227. PAYMENT OF TRAVEL COSTS

227.1 Accommodation and taxi fares will be paid on an actual cost basis using an Australian Government Credit Card. Employees will be provided with a prepaid allowance for meals and incidentals. Other reasonable travel costs as determined by the Australian Statistician will be reimbursed.

228. TRAVEL RATES

228.1 Current rates for travel related allowances are in ABS Guidelines. These rates will be adjusted in line with advice provided by agreed accredited providers and other recognised sources.

229. PART DAY TRAVEL

229.1 An employee who is required to be absent from their usual place of work on official business for a period of not less than ten hours, but who is not absent overnight, will be paid an allowance of \$40.00 which will apply during the life of the Agreement.

230. RECOGNITION OF TRAVEL TIME

230.1 Where an employee is required to undertake official travel within the bandwidth, time will be recorded as work hours.

230.2 Where an employee who is eligible for flextime is required to undertake official travel outside the bandwidth, the associated travel time may be claimed as flextime at single time rate.

231. CLASS OF TRAVEL

231.1 Where required to travel on official ABS business within Australia and New Zealand, employees will be entitled to economy class air travel or an alternate mode of travel where group travel makes this more cost effective or where air travel is not available. Employees must also follow Government and ABS policy when air flights are being booked.

232. MINIMUM BREAK AFTER EVENING TRAVEL

- 232.1 Where possible, employees should have eight consecutive hours off duty plus reasonable travelling time between the arrival at their destination and the commencement of duty on the next day.

233. AIRLINE LOUNGE MEMBERSHIPS

- 233.1 Frequent travellers will be entitled to one airline lounge membership per annum.

234. REIMBURSEMENT OF ADDITIONAL CARING COSTS

- 234.1 Employees with caring responsibilities, who are required to travel outside the bandwidth, will be entitled to reimbursement of costs for commercial caring services where the normal caring arrangements are not available.

235. ADDITIONAL INFORMATION

- 235.1 Further information about official travel including airline lounge membership and domestic travel is in ABS Guidelines.

OFFICIAL TRAVEL (INTERNATIONAL)

236. INTERNATIONAL TRAVEL

- 236.1 Where required to undertake international travel, other than to New Zealand, on official ABS business, employees will be entitled to business class air travel.
- 236.2 Information for employees required to undertake international travel is in ABS Guidelines.

INTERNATIONAL ASSIGNMENTS

237. CONDITIONS

- 237.1 In determining the appropriate conditions and rates, the ABS may be guided by the conditions of service extended to employees of the Department of Foreign Affairs and Trade and material available from accredited providers.
- 237.2 Further information about international assignments and entitlements is in ABS Guidelines.

MOTOR VEHICLE ALLOWANCE (MVA)

238. PURPOSE

- 238.1 MVA is payable as reimbursement for motor fuel and normal wear and tear where approval is given for an employee to use a private motor vehicle for official purposes.

239. APPROVAL

- 239.1 Approval may be given for the use of a private motor vehicle for official purposes where it is considered that it will result in greater efficiency or involve less expense.

240. RATES

240.1 The MVA rates payable from the date this Agreement comes into effect are:

Item	Engine Capacity (non-rotary)	Engine Capacity (rotary)	Rate (cents per kilometre)
1	Above 2,600cc	Above 1300cc	86
2	1,601 to 2,600cc	801 to 1300cc	85
3	1,600cc and under	800cc and under	66

240.2 In circumstances where there is no engine size (for example, electric vehicles), the following rate would apply; 66 cents per kilometre.

240.3 These rates will be adjusted at least annually in line with rates provided by the subscription service provider.

241. ADDITIONAL INFORMATION

241.1 Further information about MVA is available in ABS Guidelines.

OVERTIME MEAL ALLOWANCE (OMA)

242. PURPOSE

242.1 OMA provides reasonable compensation to employees who are required to work overtime beyond a prescribed meal period.

243. PRESCRIBED MEAL PERIODS

243.1 Meal periods for the purposes of OMA are: 7:00pm to 7:30pm, 1:00am to 1:30am, 6:30am to 7:00am and 12:30pm to 1:00pm.

244. RATE AND METHOD OF ADJUSTMENT

244.1 The OMA rate payable from the date this Agreement comes into effect is \$30.60. These rates will be adjusted annually in line with rates provided by the subscription service provider.

RESTRICTION ALLOWANCE

245. PURPOSE

245.1 Restriction allowance is payable where ABS requires an APS1 to APS6 employee, and in exceptional circumstances an EL1 employee, to be contactable and available to work for a specified period outside standard hours.

246. PROVISION

- 246.1 Restriction allowance is payable for each hour (or part thereof), that the employee is required to be contactable and available to work. The hourly rate is \$5.26 from the commencement of this Agreement and will be increased by, and at the time of, the General Salary Increases specified at clause 9.1 (b) and (c) of this Agreement.
- 246.2 An employee who is required to be contactable and available to work during the Christmas Closedown period will receive payment of restriction allowance at double the hourly rate.
- 246.3 An employee cannot work overtime and be paid restriction allowance for the same period.

247. ABS ISSUE

- 247.1 APS1 to APS6 employees who are restricted under these provisions will be provided with access to appropriate ABS issued communications technology, where required for operational purposes.

FIRST AID ALLOWANCE

248. ELIGIBILITY

- 248.1 Where an employee possesses a current First Aid Certificate (Senior First Aid level or equivalent) and has recognised first aid responsibilities within the ABS, the employee will be paid a first aid allowance of \$22.57 per fortnight from the commencement of this Agreement. The rate will be increased by, and at the time of, the General Salary Increases specified at clause 9.1(b) and (c) of this Agreement.

249. ADDITIONAL INFORMATION

- 249.1 Further information about First Aid allowance is available in ABS Guidelines.

LOSS, DAMAGE AND INDEMNITY

250. PROVISIONS

- 250.1 Approval will be given for reimbursement of reasonable costs to an employee for loss or damage to clothing or personal effects which occur in the normal course of the employee's work.

251. ADDITIONAL INFORMATION

- 251.1 Further information about Loss, Damage and Indemnity is available in ABS Guidelines.

RELOCATION ASSISTANCE

252. PURPOSE

- 252.1 Employees will be provided relocation assistance to meet reasonable costs incurred when they relocate, or are recruited to the ABS from a location which requires them to change their normal place of residence, in the interests of the ABS.

253. ACCESS FOR EXISTING EMPLOYEES

- 253.1 Where the ABS advertises a vacancy that results in a permanent relocation (including transfer or promotion) of an employee, or an employee relocates to meet the business needs of the ABS, relocation assistance will be provided for:
- a. transport to new location;
 - b. uplift of furniture and effects;
 - c. temporary accommodation and Temporary Accommodation Allowance; and
 - d. bond advance, Disturbance Allowance, pet relocation expenses and pre-transfer search.
- 253.2 In addition to the above, where the ABS initiates a relocation, assistance will be provided for the sale and purchase of house costs and education costs.
- 253.3 Where the ABS advertises a vacancy that results in a temporary relocation of an employee, or an employee temporarily relocates to meet the business needs of the ABS, for a period of three months or more, relocation assistance will be provided for:
- a. transport to new location;
 - b. uplift of furniture and effects;
 - c. temporary accommodation;
 - d. Travel Allowance (first 21 days) and Rental Assistance; and
 - e. bond advance, Disturbance Allowance (greater than 12 months), pet relocation expenses, pre-transfer search and reunion visits.
- 253.4 Where the ABS advertises a vacancy that results in a temporary relocation of an employee, or an employee relocates to meet the business needs of the ABS, for less than three months, relocation assistance will be provided for:
- a. transport to new location;
 - b. temporary accommodation;
 - c. Travel Allowance (first 21 days) and Rental Assistance; and
 - d. bond advance and pre-transfer search.
- 253.5 Where an employee relocates for personal reasons, the employee may receive relocation assistance at the discretion of the Australian Statistician.

254. ACCESS FOR NEW EMPLOYEES

- 254.1 Relocation assistance will be provided to ongoing employees on engagement, for:
- a. transport to new location;
 - b. uplift of furniture and effects;
 - c. temporary accommodation; and
 - d. bond advance, pet relocation expenses and pre-transfer search.
- 254.2 On engagement, non-ongoing employees may receive relocation assistance at the discretion of the Australian Statistician.

255. ADDITIONAL INFORMATION

- 255.1 Further information about relocation assistance, including allowances, is available in ABS Guidelines.

REMOTE LOCALITIES

256. ELIGIBILITY

- 256.1 ABS employees continuously stationed in Darwin from 1 June 2001 will receive the following remote localities conditions:
- a. District Allowance; and
 - b. additional Annual Leave as provided in clause 117.1.

257. ADDITIONAL INFORMATION

- 257.1 Further information on remote localities, including allowances, is available in ABS Guidelines.

SCHOOL HOLIDAY FAMILY CARE

258. PURPOSE

- 258.1 ABS will contribute to the cost of approved or registered school holiday care for primary school children of employees, where an employee has leave refused, approved leave cancelled or is required to return from leave early because of ABS business requirements during school holidays. Where both parents of primary school child/children are ABS employees, the allowance will only be paid when both parents are required to be at work.

259. REIMBURSEMENT OF EXPENSES

- 259.1 The ABS will meet out of pocket expenses incurred by employees to a maximum amount of \$28.72 per child per day from the commencement of this Agreement. This amount will be increased by, and at the time of, the General Salary Increases specified at clause 9.1(b) and (c) of this Agreement.

260. ADDITIONAL INFORMATION

- 260.1 Further information about School Holiday Family Care is available in ABS Guidelines.

OTHER ALLOWANCES

261. PROVISIONS

- 261.1 Attachment C contains a list of infrequently used allowance provisions. Where applicable, rates will be adjusted annually in line with rates provided by the subscription service provider unless adjustment rates are specified in Attachment C.

SECTION K – WORKING TOGETHER

VALUES AND CONDUCT

262. EMPLOYEE RESPONSIBILITY

262.1 Employees must be aware of, and adhere to, the APS Values and Code of Conduct, and act with integrity and professionalism.

263. APS CODE OF CONDUCT

263.1 Consistent with the *Public Service Act 1999*, the Australian Statistician has established procedures for determining whether an employee has breached the APS Code of Conduct. These procedures are set out in ABS Guidelines.

COOPERATIVE WORKPLACE RELATIONS

264. CONSULTATIVE FRAMEWORK

264.1 The ABS consultative framework is established because the ABS is committed to effective workplace relations that values consultation, communication and cooperation. The ABS consultative framework includes line managers, Consultative Forums, the National Forum and employee representatives.

265. FREEDOM OF ASSOCIATION

265.1 ABS recognises that employees are free to choose to join a union or not join a union. The role of workplace delegates, including union delegates, will be respected and facilitated in accordance with the *Fair Work Act 2009*.

266. CONSULTATION TERM

266.1 This term applies if the employer:

- 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.

267. MAJOR CHANGE

267.1 For a major change referred to in clause 266.1(a):

- a. the employer must notify the relevant employees of the decision to introduce the major change; and
- b. clauses 267.2 to 267.8 apply.

267.2 The relevant employees may appoint a representative for the purposes of the procedures in this term.

- 267.3 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 employer must recognise the representative.
- 267.4 As soon as practicable after making its decision, the employer 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 employer 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.
- 267.5 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 267.6 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 267.7 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 employer, the requirements set out in clauses 267.1(a), 267.2 and 267.4 are taken not to apply.
- 267.8 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.

268. CHANGE TO REGULAR ROSTER OR ORDINARY HOURS OF WORK

268.1 For a change referred to in clause 266.1(b):

- a. the employer must notify the relevant employees of the proposed change; and
- b. clauses 268.2 to 268.6 apply.

268.2 The relevant employees may appoint a representative for the purposes of the procedures in this term.

268.3 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 employer must recognise the representative.

268.4 As soon as practicable after proposing to introduce the change, the employer 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 employer reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the employer 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).

268.5 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

268.6 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

268.7 In this term:

‘relevant employees’ means the employees who may be affected by a change referred to in clause 266.1.

SECTION L –DISPUTE RESOLUTION

RESOLUTION OF AGREEMENT DISPUTES

269. DISPUTE RESOLUTION

- 269.1 If a dispute relates to a matter arising under the Agreement or the National Employment Standards, this term sets out the procedures to settle the dispute.
- 269.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 269.3 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.
- 269.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 269.5 The Fair Work Commission may deal with the dispute in 2 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 Act. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- 269.6 While the parties are trying to resolve the dispute using the procedures in this term:
- a. an employee must continue to perform work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - b. an employee must comply with a direction given by the employer 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.
- 269.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

270. ADDITIONAL INFORMATION

270.1 Further information about dispute resolution is available in ABS Guidelines.

Attachment A

ABS SALARY RATES *

APS1 – EL2

Classification	Pay Point	Salary prior to the commencement date of this Agreement	Salary effective from the commencement date of this Agreement	Salary effective 12 months from the commencement date of this Agreement	Salary effective 24 months from the commencement date of this Agreement
		\$	\$	\$	\$
APS 1	1	42,862	43,719	44,593	45,485
	2	45,542	46,453	47,382	48,330
	3	48,831	49,808	50,804	51,820
APS 2	1	49,014	49,994	50,994	52,014
	2	52,077	53,119	54,181	55,265
	3	55,267	56,372	57,499	58,649
APS 3	1	55,838	56,955	58,094	59,256
	2	59,326	60,513	61,723	62,957
	3	62,943	64,202	65,486	66,796
APS 4	1	62,996	64,256	65,541	66,852
	2	66,817	68,153	69,516	70,906
	3	70,858	72,275	73,721	75,195
APS 5	1	70,862	72,279	73,725	75,200
	2	75,172	76,675	78,209	79,773
	3	79,596	81,188	82,812	84,468
APS 6	1	79,604	81,196	82,820	84,476
	2	84,578	86,270	87,995	89,755
	3	89,898	91,696	93,530	95,401
EL 1	1	97,800	99,756	101,751	103,786
	2	105,429	107,538	109,689	111,883
	3	113,055	115,316	117,622	119,974
EL 2	1	122,095	124,537	127,028	129,569
	2	131,618	134,250	136,935	139,674
	3	141,141	143,964	146,843	149,780
	4	146,884	149,822*	152,818*	155,874*

* Note – EL2 pay point 4 only accessible as detailed in clauses 15.1 and 15.2

Graduate ABS Broadband (GradABS)

Designation	Pay Point	Classification	Salary prior to the commencement date of this Agreement	Salary effective from the commencement date of this Agreement	Salary effective 12 months from the commencement date of this Agreement	Salary effective 24 months from the commencement date of this Agreement
			\$	\$	\$	\$
GradABS	1	APS 3	57,438	58,587	59,759	60,954
	2	APS 3	61,027	62,248	63,493	64,763
	3	APS 3	62,943	64,202	65,486	66,796
	4	APS 4	62,996	64,256	65,541	66,852
	5	APS 4	66,817	68,153	69,516	70,906
	6	APS 4	70,858	72,275	73,721	75,195

Cadet APS

Classification	Age	Salary prior to the commencement date of this Agreement	Salary effective from the commencement date of this Agreement	Salary effective 12 months from the commencement date of this Agreement	Salary effective 24 months from the commencement date of this Agreement
		\$	\$	\$	\$
Cadet APS (Full Time Study)	Under 18 years	14,514	14,804	15,100	15,402
	At 18 years	16,934	17,273	17,618	17,970
	At 19 years	19,594	19,986	20,386	20,794
	At 20 years	22,011	22,451	22,900	23,358
	Adult minimum	24,191	24,675	25,169	25,672
	Adult maximum	26,608	27,140	27,683	28,237
Cadet APS (Practical Training)	Under 18 years	25,463	25,972	26,491	27,021
	At 18 years	29,707	30,301	30,907	31,525
	At 19 years	34,375	35,063	35,764	36,479
	At 20 years	38,619	39,391	40,179	40,983
	Adult minimum	42,862	43,719	44,593	45,485
	Adult maximum	48,831	49,808	50,804	51,820
Operational Classification for Cadet APS Classification – APS 3		55,838	56,955	58,094	59,256

Trainee APS – Skill Level A

Level of Schooling#		Skill Level A (weekly rates)			
		Salary prior to the commencement date of this Agreement	Salary effective from the commencement date of this Agreement	Salary effective 12 months from commencement date of this Agreement	Salary effective 24 months from the commencement date of this Agreement
		\$	\$	\$	\$
Year 10	School leaver (50.0%)	233	238	243	248
	School leaver (33.0%)	272	277	283	289
	Plus 1 year out	326	333	340	347
	Plus 2 years out	395	403	411	419
	Plus 3 years out	457	466	475	485
	Plus 4 years out	532	543	554	565
	Plus 5 or more years	608	620	632	645
Year 11	School leaver (50.0%)	292	298	304	310
	School leaver (33.0%)	326	333	340	347
	Plus 1 year out	395	403	411	419
	Plus 2 years out	457	466	475	485
	Plus 3 years out	532	543	554	565
	Plus 4 years out	608	620	632	645
Year 12	School leaver	395	403	411	419
	Plus 1 year out	457	466	475	485
	Plus 2 years out	532	543	554	565
	Plus 3 years out	608	620	632	645

Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in approved training which has been taken into account in setting the rate is 20.0%.

Trainee APS – Skill Level B

Level of Schooling#		Skill Level B (weekly rates)			
		Salary prior to the commencement date of this Agreement	Salary effective from commencement date of this Agreement	Salary effective 12 months from the commencement date of this Agreement	Salary effective 24 months from the commencement date of this Agreement
		\$	\$	\$	\$
Year 10	School leaver (50.0%)	233	238	243	248
	School leaver (33.0%)	272	277	283	289
	Plus 1 year out	326	333	340	347
	Plus 2 years out	381	389	397	405
	Plus 3 years out	435	444	453	462
	Plus 4 years out	512	522	532	543
	Plus 5 or more years	584	596	608	620
Year 11	School leaver (50.0%)	292	298	304	310
	School leaver (33.0%)	326	333	340	347
	Plus 1 year out	381	389	397	405
	Plus 2 years out	435	444	453	462
	Plus 3 years out	512	522	532	543
	Plus 4 years out	584	596	608	620
Year 12	School leaver	381	389	397	405
	Plus 1 year out	435	444	453	462
	Plus 2 years out	512	522	532	543
	Plus 3 years out	584	596	608	620
Classification		Annual Rate	Annual Rate	Annual Rate	Annual Rate
Trainee APS (Administrative)		42,862	43,719	44,593	45,485
Trainee APS (Technical)		55,838	56,955	58,094	59,256

Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in approved training which has been taken into account in setting the rate is 20.0%.

DEFINITIONS

ABS means the Australian Bureau of Statistics.

Accrual period means the following:

- a. for Annual Leave, a calendar year;
- b. for Long Service Leave, a calendar year; and
- c. for Personal Leave, a Personal Leave year.

Agreement means the *Australian Bureau of Statistics Enterprise Agreement 2019*.

Approved students means those employees who have completed the Study Support Application and had their application approved.

APS means the Australian Public Service, and includes the Australian Bureau of Statistics.

Australian Statistician means the Australian Statistician or delegate.

Casual Employee means a non-ongoing employee who is engaged on an irregular or intermittent contract.

De facto partner means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes).

Eligible Adoptive Child means:

- a. a child who is, or will be, under 16 as at the day of placement, or the expected day of placement; and
- b. a child who has not or will have not, lived continuously with the employee for a period of six months or more as at the day of placement, or the expected day of placement; and
- c. a child who is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

Eligible Foster Child means:

- a. a child who has been placed in a fostering arrangement of at least six months, by a person or organisation with statutory responsibility for the placement of the child; and
- b. a child who is, or will be, under 16 as at the day of placement, or the expected day of placement; and
- c. a child who is not (otherwise than as a result of the permanent fostering arrangement) a child of the employee or the employee's spouse or de facto partner; and
- d. a child who is not expected to return to their family.

Eligible Community Service Activity means a voluntary emergency management activity as prescribed in the *Fair Work Act 2009* and covers dealing with an emergency or natural disaster as a volunteer for a recognised emergency management body.

Eligible Service for Personal Leave credits means an aggregated period of 12 months service, either on duty or on approved leave to count as service.

Employee(s) means persons employed by the ABS under section 22 of the *Public Service Act 1999* and covered by this Agreement.

Engagement has the meaning as defined in section 22 of the *Public Service Act 1999* and applies to a person newly appointed to the Australian Public Service.

Family and domestic violence means violent, threatening or other abusive behaviour by a current or former member of the employee's family or household that:

- a. seeks to coerce or control the employee or a member of the employee's family or household; and/or
- b. causes harm or fear to the employee or a member of the employee's family or household.

Frequent travellers means those employees who are required to undertake 12 or more airline flights per year on ABS business.

Immediate family means:

- a. a spouse or de facto partner of the employee irrespective of gender (including a former spouse or de facto partner); and/or
- b. any person dependant on the employee for care or support such as a relation by blood; and/or
- c. a child (including an adopted child, a step-child, foster child, or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee; and/or
- d. a child (including an adopted child, a step-child, foster child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner; and/or
- e. traditional kinship where there is a relationship, or obligation, under the customs and traditions of the community or group to which the employee belongs.

Irregular or intermittent refers to employment where the duties to be performed are on an 'on call' basis and there is no regular pattern of hours.

Nominal (Salary) means the salary payable at the employee's substantive classification.

Non-ongoing employee means a person engaged under section 22 of the *Public Service Act 1999* for:

- a. specified term; or
- b. the duration of a specified task; or
- c. duties that are irregular or intermittent.

Ongoing employee means an employee engaged as an ongoing employee by the ABS under section 22 of the *Public Service Act 1999*.

Personal Leave year means the period commencing on the date an employee receives their Personal Leave credit and ending on the day immediately before they receive their next Personal Leave credit. For most people this will be 12 months. However, Leave Without Pay (LWOP) in excess of 30 days in a Personal Leave year does not count as service and will defer an employee's next credit date by the total number of calendar days of LWOP taken.

Pro rata basis means in proportion to the salary, leave and other entitlements applying to a full-time employee.

Registered Health Practitioner means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration or licensing of health practitioners (or health practitioners of that type). It includes, for example, a medical doctor, dentist, pharmacist, physiotherapist, psychologist, or nurse practitioner.

Representative means a person who represents the employee and can include a union representative, a lawyer, or any other person the employee chooses.

Restriction duty means an employee will be considered to be on restriction duty if they are requested and agree to be placed on restriction; that is, to be contactable and available to perform duty outside of standard hours.

Suitable documentary evidence means:

- a. a medical certificate from a registered health practitioner; or
- b. a statutory declaration made by the employee if it is not reasonably practical for the employee to provide a medical certificate.

Trainee APS means Trainee APS (Administrative) and Trainee APS (Technical) consistent with the *Public Service Classification Rules 2000*.

Writing shall be taken, unless the contrary intention appears, to include email.

Attachment C

OTHER ALLOWANCES COVERED IN ABS GUIDELINES

Other Allowances (clause 261.1)	<ul style="list-style-type: none">• Academic Allowance• Book, Equipment and Fees Allowance for ABS Cadets• Flying Disability Allowance (allowance rate will be adjusted by, and at the time of, General Salary Increases specified in clause 9.1)• Camping Allowance• Excess Travel Time• Community Language Allowance (allowance rate will be adjusted by, and at the time of, General Salary Increases specified in clause 9.1)• Tropical and temperate clothing allowances• Reimbursement of fares for relative who visits sick employee
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SUPPORTED WAGE SCHEDULE

D.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

D.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time or any successor to that scheme.

relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged.

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the relevant Commonwealth Government department that records the employee's productive capacity and agreed wage rate.

D.3 Eligibility criteria

D.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

D.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

D.4 Supported wage rates

D.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

- a. Provided that the minimum amount payable must be not less than \$86 per week. The minimum amount payable will increase in line with the weekly minimum wage for Supported Wage System employees contained in the *Australian Public Service Enterprise Award 2015*.
- b. Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

D.5 Assessment of capacity

D.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

D.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the *Fair Work Act 2009*.

Assessed capacity (clause D.5) Assessed capacity	% of relevant minimum wage
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

D.6 Lodgement of SWS wage assessment agreement

D.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission (FWC).

D.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and ABS parties to the assessment. Where a union which has an interest in the Agreement is not a party to the assessment, the assessment will be referred by the FWC to the union by certified mail and the agreement will take effect unless an objection is notified to the FWC within 10 working days.

D.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

D.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro-rata basis.

D.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

D.10 Trial period

D.10.1 In order for an adequate assessment of the employee's capacity to be made, ABS may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

D.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

D.10.3 The minimum amount payable to the employee during the trial period must be no less than \$86 per week. The minimum amount payable will increase in line with the weekly minimum wage for Supported Wage System employees contained in the *Australian Public Service Enterprise Award 2015*.

D.10.4 Work trials should include induction or training as appropriate to the job being trialled.

D.10.5 Where ABS and the employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

SIGNATORIES

Employer

Signed for, and on behalf of, the Commonwealth of Australia:

Signed:



Full Name: David Wayne Kalisch

Title: Australian Statistician

Agency: Australian Bureau of Statistics

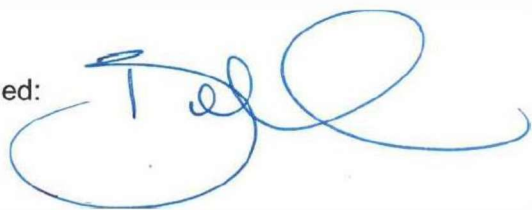
Address: ABS House, 45 Benjamin Way, Belconnen ACT 2617

Date: 15 March 2019

Bargaining Representative: CPSU the Community and Public Sector Union

Signed for, and on behalf of, CPSU the Community and Public Sector Union:

Signed:



Full Name: Beth Vincent-Pietsch

Title: Deputy Secretary, Community and Public Sector Union

Address: 1/40 Brisbane Avenue, Barton ACT 2600

Date: 25 March 2019



IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2019/890

Applicant:

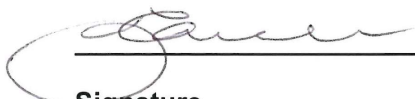
Australian Bureau of Statistics

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Jenet Connell, Deputy Australian Statistician and Chief Operating Officer for the Australian Bureau of Statistics give the following undertaking with respect to the Australian Bureau of Statistics Enterprise Agreement 2019 ("the Agreement"):

1. I am authorised by the Commonwealth of Australia, represented by the Australian Statistician, to provide this undertaking in relation to the application before the Fair Work Commission.
2. Trainee APS employees will be paid at a rate of pay that is no less than the rate of pay provided for the relevant training classification in Schedule D of the *Australian Public Service Enterprise Award 2015*.
4. This undertakings is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

13.05.19

Date