



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Commonwealth of Australia T/A Australian Bureau of Statistics
(AG2011/13200)

AUSTRALIAN BUREAU OF STATISTICS ENTERPRISE AGREEMENT 2011-2014

Commonwealth employment

COMMISSIONER DEEGAN

CANBERRA, 14 NOVEMBER 2011

Application for approval of the Australian Bureau of Statistics Enterprise Agreement 2011-2014.

[1] An application has been made for approval of an enterprise agreement known as the Australian Bureau of Statistics Enterprise Agreement 2011-2014 (Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (Act). The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The CPSU, the Community and Public Sector Union and the MEAA, Media Entertainment and Arts Alliance, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 21 November 2011. The nominal expiry date of the Agreement is 30 June 2014.



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**ABS Enterprise
Agreement 2011–2014**

EA

ABS Enterprise Agreement 2011 - 2014

Our mission

We assist and encourage informed decision-making, research and discussion within governments and the community, by leading a high quality, objective and responsive national statistical service.

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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 2011-2014*.

2. OBJECTIVES

- 2.1 This Agreement is framed taking into account the functions and role placed on the ABS and its core purpose as stated in the ABS Corporate Plan and Mission Statement.

- 2.2 The Objectives of this Agreement are to:

- a. improve our ability to attract and retain people with the right skills, at the right place, at the right time;
- b. support effective development and performance management;
- c. assist employees to achieve their full potential;
- d. maintain a strong commitment to the health, safety and wellbeing of employees;
- e. improve productivity and efficiency;
- f. provide for open communication and consultation; and
- g. encourage the use of flexible working arrangements.

3. PRODUCTIVITY IMPROVEMENTS

- 3.1 Consistent with the Objectives, the productivity improvements underpinning this Agreement are the result of:

- a. a strong performance culture and improvements in the employee skills base;
- b. motivated and engaged employees;
- c. innovation and continuous improvement in business and technological processes;
- d. the alignment of employee and corporate goals including through organisational restructuring;
- e. improved attraction and retention of employees and the use of flexible working arrangements;
- f. the implementation of sustainable environmental practices; and
- g. reductions in workplace injuries.

4. PARTIES COVERED BY THIS AGREEMENT

4.1 In accordance with section 53 of the *Fair Work Act 2009*, this Agreement covers:

- a. the Australian Statistician, on behalf of the Commonwealth;
- b. all ABS employees employed under the *Public Service Act 1999* except Senior Executive Service employees;
- c. CPSU the Community and Public Sector Union (CPSU), if Fair Work Australia has noted in its decision to approve the Agreement that the Agreement covers the CPSU; and
- d. the Media, Entertainment and Arts Alliance (MEAA), if Fair Work Australia has noted in its decision to approve the Agreement that the Agreement covers the MEAA.

5. NO EXTRA CLAIMS

5.1 From the commencement of this Agreement, a person or organisation covered by the Agreement will not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

6. COMPREHENSIVE AGREEMENT

6.1 This is a comprehensive Agreement which displaces the following Awards and Agreements, as varied from time to time:

*Australian Public Service Award 1998; and
Continuous Improvement in the Australian Public Service Enterprise Agreement 1995-96.*

6.2 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;
Occupational Health and Safety Act 1991;
Paid Parental Leave Act 2010;
Privacy Act 1998;
Public Service Act 1999; and
Public Employment (Consequential and Transitional) Amendment Act 1999.*

7. GUIDELINES AND POLICIES

- 7.1 The parties to this Agreement acknowledge that the employment provisions in this Agreement are administered in accordance with 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.
- 7.2 ABS management, employees and, where they choose, their representatives (including union representatives), will work cooperatively to ensure successful implementation of this Agreement and full realisation of its Objectives. To this end, the parties to the Agreement will consult in a timely manner, and genuinely seek to reach agreement on all guidelines which underpin the operation of the Agreement, and any changes to those guidelines. Any final decision on guidelines will be determined by the Australian Statistician.

8. DELEGATIONS

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

9. DURATION

- 9.1 This Agreement will commence operation on the date seven days after approval by Fair Work Australia. The nominal expiry date is 30 June 2014.

SECTION B – REMUNERATION

10. GENERAL SALARY INCREASE

- 10.1 The following General Salary Increases will apply:
- a. 3.0% effective from the beginning of the first full pay period after this Agreement commences operation;
 - b. 2.0% effective from 5 July 2012, which is expected to be paid on 19 July 2012; and
 - c. 1.0% effective from 4 July 2013, which is expected to be paid on 18 July 2013.
- 10.2 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 29.1 and 30.4.

11. SALARY RATES AND PAY POINTS

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

12. ADJUSTMENT TO SALARY BELOW THE MINIMUM

- 12.1 Where an employee's salary is below the minimum of the relevant salary range after the General Salary Increases specified in clause 10.1 have been applied, the employee's salary will be increased to align with the new minimum of the relevant salary range.

13. NUMBER OF PAY POINTS

- 13.1 On commencement of the Agreement, the number of pay points in the salary ranges will be reduced (except Cadet APS and Trainee APS classifications). From 5 July 2012, employee salaries will be transitioned to the new salary ranges by applying the salary advancement provisions outlined in clauses 15.1 to 17.2, subject to the maximum of the salary range not being exceeded i.e. employee salaries will not be forced to align with the new pay points.

14. ASSESSMENT FOR SALARY ADVANCEMENT

- 14.1 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.

- 14.2 In order to be assessed as *Performance Expectations Not Met*, an employee must have been advised in writing of concerns with their performance and have been provided a reasonable opportunity to improve their performance to the required standard.

15. SALARY ADVANCEMENT FOR APS1 - EL1 EMPLOYEES

- 15.1 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*.
- 15.2 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 adjusted salary range.
- 15.3 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 adjusted salary range.

16. SALARY ADVANCEMENT FOR EL2 EMPLOYEES

- 16.1 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*.
- 16.2 An EL2 employee cannot progress beyond pay point 3 unless the criteria set out in clause 17.1 have been satisfied.
- 16.3 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.
- 16.4 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 adjusted salary range.

17. EL2 ADDITIONAL PAY POINT

- 17.1 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.
- 17.2 Where the above criteria are satisfied, an EL2 employee will progress to pay point 4.

18. PRODUCTIVITY PAYMENT

- 18.1 Subject to clause 18.3 and 18.4, all employees will receive a \$750 productivity payment (pro rata for part time employees) on the pay day following the first full pay period after commencement of the Agreement.
- 18.2 The pro rata calculation will be based on a part time employee's ordinary hours of work on 7 July 2011. Where a part time employee commenced employment with the ABS after 7 July 2011, the pro rata calculation will be based on the employee's ordinary hours of work as at their date of commencement.
- 18.3 Employees who have been on continuous leave without pay or temporary transfer to another APS agency from 7 July 2011 until commencement of the Agreement are ineligible to receive the productivity payment. Personal, Maternity and/or Adoption leave without pay will not be treated as leave without pay for the purpose of determining eligibility for the productivity payment.
- 18.4 Non-ongoing employees must have been employed continuously by the ABS from 7 July 2011 to be eligible to receive the productivity payment.

19. PAYMENT OF SALARY

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

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

20. HOURLY RATE

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

$$\text{Hourly rate} = \text{fortnightly salary} / 73.5$$

21. HOURLY RATE (JULY 2012)

- 21.1 From 5 July 2012, an employee's hourly rate is calculated based on the following formula:

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

22. METHOD OF SALARY PAYMENT

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

23. PART TIME EMPLOYEES

- 23.1 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 for which reimbursement is made for actual costs incurred.

24. GRADUATE ABS BROADBAND

- 24.1 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 212.1 to 215.1.

25. CADET/TRAINEE APS

- 25.1 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 15.1 to 15.3 do not apply, as employees advance to operational classifications on successful completion of training.

26. NON-ONGOING EMPLOYEES LOADING IN LIEU OF LEAVE

- 26.1 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, except that the employee is entitled to the following:
- a. paid Long Service Leave which is accrued in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - b. unpaid Compassionate Leave of two days per occasion consistent with the *Fair Work Act 2009*;
 - c. unpaid carer's leave of two days per occasion consistent with the *Fair Work Act 2009*; and
 - d. 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*.

27. SUPPORTED WAGE SYSTEM

- 27.1 Further information about supported wage rates, and arrangements that apply to eligible employees with a disability, is available in ABS Guidelines.

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

28. SALARY ON ENGAGEMENT

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

29. SALARY ON PROMOTION AND HIGHER DUTIES

- 29.1 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.

30. TRANSFER AT LEVEL

- 30.1 Ongoing employees who transfer at level within the ABS will transfer at their nominal salary.
- 30.2 Ongoing employees who transfer from another APS agency will transfer at their nominal salary.
- 30.3 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.
- 30.4 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.

31. NON-ONGOING EMPLOYEES

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

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

- 32.1 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 ABS Work Level Standard. The Australian Statistician may also authorise payment above the maximum of the relevant salary range.

33. SALARY ON VOLUNTARY REDUCTION

- 33.1 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 ABS Work Level Standards. This will usually be at the top of the range of the lower classification.

34. ADDITIONAL INFORMATION

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

INDIVIDUAL FLEXIBILITY

35. FLEXIBILITY TERM

- 35.1 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.
- 35.2 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.
- 35.3 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 his or her employment as a result of the arrangement; and
 - e. states the day on which the arrangement commences and, where applicable, when the arrangement ceases.

- 35.4 The Australian Statistician must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 35.5 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.

36. ADDITIONAL INFORMATION

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

RECOGNITION AND REWARD

37. RECOGNITION AND REWARD SCHEME

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

38. ADDITIONAL INFORMATION

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

SUPERANNUATION

39. SUPERANNUATION PROVISIONS

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

40. CHOICE OF SUPERANNUATION SCHEME

- 40.1 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.

41. PSSap AND SUPER CHOICE - SALARY FOR SUPERANNUATION PURPOSES

- 41.1 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 Maternity, Parental, Adoption and Foster Parent's Leave).
- 41.2 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.

42. ELIGIBLE FUNDS

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

43. SUPERANNUATION ALLOWANCE FOR EMPLOYEES AGED 70 YEARS OR OLDER

- 43.1 An employee will receive a Superannuation Allowance where the following conditions are satisfied:
- a. the employee is aged 70 years or older; and
 - b. the ABS is not permitted by any Commonwealth law to pay all of an employer contribution to the employee's superannuation fund in respect of the employee.
- 43.2 The Superannuation Allowance that is payable to an employee is equivalent to the amount the ABS would have paid if the employee was under 70 years of age, less any contribution amount accepted by the employee's superannuation fund.
- 43.3 The Superannuation Allowance comprises part of the employee's taxable fortnightly salary but does not count as salary for superannuation purposes.

44. MANDATED EMPLOYER CONTRIBUTIONS

- 44.1 An employee who is aged 70 years or older is entitled to superannuation contributions, at the relevant rate, if the contributions are accepted by the employee's superannuation fund.

45. ADDITIONAL INFORMATION

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

SALARY PACKAGING

46. SALARY PACKAGING

- 46.1 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.
- 46.2 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.

47. ADDITIONAL INFORMATION

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

SECTION C – DEVELOPMENT AND PERFORMANCE MANAGEMENT

DEVELOPMENT AND PERFORMANCE FRAMEWORK

48. PRINCIPLES

- 48.1 Effective development and performance management is fundamental to the achievement of productivity improvement, and a culture of continuous improvement.
- 48.2 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.
- 48.3 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.
- 48.4 The Framework supports regular discussions between employees and their line managers for the purposes of providing feedback on performance and discussing personal development needs.
- 48.5 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.
- 48.6 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.
- 48.7 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 15.1 to 16.4.

49. REVIEW

- 49.1 The agreed recommendations from the Review of Performance Management Scheme will be implemented over the life of the Agreement.

50. ADDITIONAL INFORMATION

- 50.1 Further information about the Development and Performance Framework is available in ABS Guidelines.

MANAGING UNDERPERFORMANCE

51. PRINCIPLES

- 51.1 The ABS will support the management of employees who are not performing to the required standard as outlined in their Development and Performance Agreement, the relevant ABS Work Level Standard and Role, Responsibility and Capability Statement, 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.

52. PERFORMANCE IMPROVEMENT PROCESS

- 52.1 Line managers will identify work performance issues and work with employees to address these as they arise.
- 52.2 Where there are ongoing concerns with an employee's performance, the line manager will advise the employee and 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.
- 52.3 If the employee achieves the required standard of performance, this process will be deemed complete.

53. MANAGING UNDERPERFORMANCE PROCESS

- 53.1 If an 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.
- 53.2 The ABS will seek to appoint a person acceptable to the Australian Statistician and the employee, to conduct the independent assessment. In addition, the ABS will seek to establish a work plan, consistent with the principles outlined in clause 51.1, with the employee for the purposes of the assessment.
- 53.3 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.
- 53.4 If the required performance standard has not been achieved, 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.

54. ADDITIONAL INFORMATION

- 54.1 Further information about managing underperformance is available in ABS Guidelines.

SECTION D – HOURS OF WORK AND FLEXIBLE WORKING ARRANGEMENTS

55. WORK/LIFE BALANCE

55.1 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 including, but not limited to, the following measures:

- a. flexible working arrangements (clauses 68.1 to 90.1 and 102.1 to 102.4);
- b. part time working arrangements (clauses 103.1 to 112.1);
- c. working from home arrangements (clauses 113.1 to 119.1);
- d. Parental Leave (clauses 169.1 to 178.1);
- e. half pay Annual Leave (clause 132.1);
- f. Purchased Annual Leave (clauses 137.1 to 141.1); and
- g. reimbursement of additional caring costs when travelling for work (clause 256.1).

56. APPROVAL OF FLEXIBLE WORKING ARRANGEMENTS

56.1 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.

56.2 Where a formal application for flexible working arrangements (e.g. part time, job sharing or working from home arrangements) 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.

HOURS OF WORK

57. ORDINARY HOURS OF WORK

57.1 The ordinary hours of work for full time ABS employees are 7 hours 21 minutes per day. The ordinary hours of work for part time employees are the hours agreed to in their part time work agreement.

58. STANDARD HOURS

58.1 The standard hours for a working day for employees, other than National Information Referral Service (NIRS) employees and employees on shiftwork, are 8:30am to 12:30pm and 1:30pm to 4:51pm 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.

59. STANDARD HOURS (NIRS)

- 59.1 The standard hours for a working day of an employee in NIRS will be determined by agreement between the employee and their line manager, taking into account that the employee's commencement and cessation times for each working day may vary. A one hour meal break will be provided no later than five hours after commencement of work.

60. STANDARD HOURS (SHIFTWORK)

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

61. LEAVE ACCRUAL

- 61.1 An employee's leave accrual, credits and deductions, will be calculated in accordance with their ordinary hours of work.

62. ADDITIONAL FLEXTIME ACCRUAL

- 62.1 An employee's flextime credits and debits will be calculated in accordance with the employee's ordinary hours of work. From the commencement of this Agreement until 4 July 2012, flextime credits and debits will also take into account, the extra four minutes per day worked by a full time employee (or a pro rata amount for part time employees) in return for paid time off during the Christmas Closedown.

CHANGE TO ORDINARY HOURS OF WORK

63. CHANGE TO ORDINARY HOURS OF WORK

- 63.1 From 5 July 2012, the ordinary hours of work for full time ABS employees will be 7 hours 25 minutes per day. The ordinary hours of work for part time employees will continue to be the hours agreed to in their part time work agreement.

64. PART TIME EMPLOYEES

- 64.1 From 5 July 2012, part time employees will not be required to change their regular pattern of hours as a result of the change to ordinary hours of work. Where a part time employee requests to work additional time to compensate for the introduction of ordinary hours of work of 7 hours 25 minutes, such a request will be accommodated.

65. CHANGE TO STANDARD HOURS

- 65.1 From 5 July 2012, the standard hours for a working day for employees, other than NIRS employees and 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 will be the hours agreed to in their part time work agreement.

66. TRANSLATION OF LEAVE BALANCES

- 66.1 On 5 July 2012, all accrued Annual and Personal Leave credits will be converted without detriment to match the new ordinary hours of work.

CHRISTMAS CLOSEDOWN

67. CHRISTMAS CLOSEDOWN

- 67.1 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.
- 67.2 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.
- 67.3 There will be no deduction from Annual or Personal Leave credits for the closedown days.

FLEXTIME

68. FLEXTIME

- 68.1 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.

69. BANDWIDTH

- 69.1 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, affected employees, and where they choose, their representatives (including union representatives).

70. ELIGIBILITY

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

71. FULL TIME SETTLEMENT PERIOD

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

72. PART TIME SETTLEMENT PERIOD

72.1 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.

73. CORE HOURS

73.1 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 and, where they choose, their representatives (including union representatives), having regard to local operational needs.

73.2 For employees working in NIRS, the core hours will be those for which the employee is rostered for duty. Core hours in NIRS will not exceed six hours per day; will commence no earlier than 8:15 am (A.E.S.T) and cease no later than 7:00pm (A.E.S.T); and will include a break of one hour after five continuous hours of duty.

74. HOURS OF DUTY

74.1 The times of commencement and cessation of duty, including meal breaks, are subject to agreement between line management and employees in their work area, having regard to operational requirements and the individual needs of employees.

74.2 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.

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

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

75. MANAGING THE WORK PROGRAM

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

76. MANAGING FLEX ACCRUAL

- 76.1 For flextime to work effectively, line managers are responsible for managing the hours of duty of employees in their work area to ensure that individuals are productively employed.
- 76.2 Managers must ensure that employees do not build up large flex credits without the opportunity to access Flex Leave.
- 76.3 Managers must require that an employee not accrue flextime where such accrual cannot be justified by the employee's workload.

77. MAXIMUM CREDIT CARRYOVER

- 77.1 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.

78. EXCESSIVE FLEX CREDITS

- 78.1 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.

79. MAXIMUM DEBIT CARRYOVER

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

80. EXCESSIVE FLEX DEBITS

- 80.1 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.

81. CLEARING FLEX CREDITS ON CESSATION FROM THE ABS

- 81.1 The line manager and employee should make every endeavour to clear the employee's flex credit prior to cessation.
- 81.2 Flex credits will not be paid out on cessation.

82. RECOVERY OF FLEX DEBITS ON CESSATION FROM THE ABS

- 82.1 Where there is a flex debit remaining on cessation, the outstanding debit will be recovered from the employee's final monies.

83. FLEX LEAVE

83.1 Flex Leave is subject to operational requirements and will normally be approved in advance. However, it may be approved retrospectively where a line manager and an employee agree that it is appropriate. Subject to the availability of credits, there is no limit to the amount of Flex Leave which may be taken on any occasion.

84. REVERSION TO STANDARD HOURS

84.1 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.

85. NOTICE OF REVERSION

85.1 Reasonable notice in writing, of at least three working days, must be given prior to reversion under clause 84.1.

86. REVIEW OF DECISION

86.1 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 an employee and their line manager agree that the circumstances applicable in clause 84.1 no longer apply.

87. MEETING TIMES

87.1 To assist ABS employees to meet their personal responsibilities, meetings should be scheduled to meet the needs of participants where possible.

88. ADDITIONAL INFORMATION

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

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

89. FLEXIBLE HOURS

- 89.1 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 agreed without the need for a leave application.

90. TIME OFF IN LIEU

- 90.1 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 reasonable time off to recognise the additional effort.

OVERTIME

91. REASONABLE ADDITIONAL HOURS

- 91.1 The work program for an area will be managed within the patterns of attendance under clauses 57.1 to 65.1. 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.

92. APPROVAL TO WORK OVERTIME

- 92.1 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 Occupational Health and Safety implications, in requiring employees to work more than their ordinary hours of work.

93. REFUSAL TO WORK OVERTIME

- 93.1 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.

94. ELIGIBILITY FOR PAYMENT

94.1 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.

94.2 Clause 123.1 outlines separate overtime provisions for employees on shiftwork.

95. RATES OF PAYMENT

95.1 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.

96. MINIMUM PAYMENTS

96.1 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.

96.2 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.

97. EMERGENCY DUTY

97.1 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.

98. RESTRICTION DUTY

- 98.1 Where an APS1 to APS6 employee, GradABS, or EL1 employee who has been restricted under clauses 266.1 to 267.3, is required to perform extra duty in connection with that restriction duty, overtime will be paid.

99. FLEX TIME/TIME OFF IN LIEU OPTION

- 99.1 Employees may take overtime as flex time, or time off in lieu, calculated at the applicable overtime rate.

100. MINIMUM BREAK AFTER EXTRA DUTY

- 100.1 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.

101. ADDITIONAL INFORMATION

- 101.1 Further information about overtime arrangements is available in ABS Guidelines.

FLEXIBLE WORK ARRANGEMENTS FOR PARENTS

102. FLEXIBLE WORK ARRANGEMENTS FOR PARENTS

- 102.1 An employee who is a parent, or has responsibility for the care of a child under school age or a child under 18 who has a disability, 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).
- 102.2 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

- 102.3 A request made in accordance with clause 102.1 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.

- 102.4 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

103. PRINCIPLE

- 103.1 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 under school age. The provisions in this Agreement are designed to be sufficiently flexible for employees to meet business needs and balance their personal needs.

104. DEFINITION

- 104.1 Employees who work part time hours are those whose regular hours of work are less than 147 hours (148 hours 20 mins from 5 July 2012) over a four week accounting period. To provide greater flexibility to suit local needs, this may be varied to less than 477 hours 45 minutes (482 hours 5 minutes from 5 July 2012) over a 13 week accounting period, by agreement between management, employees and, where they choose, their representatives (including union representatives).

105. APPROVAL

- 105.1 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. This may include a transfer to a position suitable for a part time working arrangement. In a transfer situation, the shared goal of the ABS and the employee will be the identification, where possible, of a position that draws upon the employee's skills, competencies and experience without diminishing, on an overall basis, the employee's work capacity, income or equivalent career progression.
- 105.2 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.

106. PART TIME WORKING ARRANGEMENTS FOR PARENTS

- 106.1 All employees returning from Maternity 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.

107. MANAGEMENT-INITIATED PART TIME WORK ARRANGEMENTS

- 107.1 Line managers may initiate the introduction or extension of part time work arrangements on the understanding that:
- a. employees will not be required to convert from full time hours to part time hours, or to vary existing part time hours without their agreement; and
 - b. their introduction or extension will not adversely impact on workloads in the area.
- 107.2 Management-initiated proposals to introduce or extend part time work arrangements will be the subject of consultation with employees in the relevant work area before they are introduced.

108. REVIEW OF PART TIME WORKING ARRANGEMENTS

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

109. REVERSION TO FULL TIME HOURS

- 109.1 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 at their substantive level as soon as practicable.

110. SHORT TERM VARIATION TO HOURS

- 110.1 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.

111. JOB SHARING

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

112. ADDITIONAL INFORMATION

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

EMPLOYEES WORKING FROM HOME

113. PRINCIPLE

- 113.1 ABS is committed to providing employees with access to home based work, where possible, to enable ABS to be responsive and to assist employees to balance their personal and work commitments.

114. EMPLOYEES WORKING FROM HOME

- 114.1 Employees and their line manager may agree to the employee working from home on either a regular, temporary or intermittent basis, having regard to operational requirements and the suitability of the work.

115. TERMINATION OF WORKING FROM HOME ARRANGEMENTS

- 115.1 An employee may terminate working from home arrangements at any time by giving reasonable notice to their line manager.

116. OHS

- 116.1 The ABS will comply with its employer responsibilities, and employees will comply with their duty of care obligations under the *Occupational Health and Safety Act 1991*.

117. EQUIPMENT

- 117.1 The ABS will provide and maintain equipment and supplies reasonably required by employees to perform their duties effectively and safely from home.

118. TRAINING

- 118.1 The ABS will ensure that employees who work from home have the same opportunities for training and career development as office based employees.

119. ADDITIONAL INFORMATION

- 119.1 Further information about working from home is available in ABS Guidelines.

SHIFTWORK

120. CENSUS DPC

- 120.1 The following shiftwork provisions apply only to ongoing employees in the Census Data Processing Centre (Census DPC).

121. REQUIREMENT TO WORK SHIFTS

- 121.1 Employees transferring to the Census DPC will be asked their availability to work shiftwork. Only employees who have indicated availability will be considered for shiftwork positions.

121.2 Employees at the Census DPC who become available to work shifts may inform their line manager at any time.

121.3 Employees will only be required to work shiftwork after they have agreed to shift arrangements and cannot have their shift arrangements changed without their agreement.

122. SHIFT PENALTIES

122.1 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.

123. OVERTIME

123.1 Shift workers 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.

124. BREAK BETWEEN SHIFT CYCLES

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

125. ADDITIONAL ANNUAL LEAVE CREDIT

125.1 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 E – LEAVE

126. GENERAL PRINCIPLES

- 126.1 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.
- 126.2 The ABS encourages employees to take Annual Leave due to them each year rather than have it accumulate.
- 126.3 The ABS encourages employees to take the most appropriate form of leave for their circumstances.

127. NON APPROVAL OF LEAVE

- 127.1 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

128. PORTABILITY OF ACCRUED LEAVE ENTITLEMENTS

- 128.1 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 recognised, provided there is no break in continuity of service.
- 128.2 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.
- 128.3 For the purposes of clauses 128.1 and 128.2:
 - 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*.

129. RECOGNITION OF PRIOR SERVICE

- 129.1 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.
- 129.2 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

130. PURPOSE

- 130.1 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.

131. ACCRUAL

- 131.1 Annual Leave will accrue at the rate of 20 days for each full year worked and pro rata for part time employees. Annual Leave accrues daily and may be accessed as it accrues.

132. HALF PAY OPTION

- 132.1 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.

133. CASH OUT OPTION

- 133.1 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.
- 133.2 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.

134. EXCESS ANNUAL LEAVE

- 134.1 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 Census DPC 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.
- 134.2 An employee, who has not eliminated their excess Annual Leave by 1 May in the same year or commenced such reduction, may be required 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.
- 134.3 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.

135. EMPLOYEES STATIONED IN DARWIN

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

136. ADDITIONAL INFORMATION

- 136.1 Further information about Annual Leave is available in ABS Guidelines.

PURCHASED ANNUAL LEAVE (PAL)

137. PURPOSE

- 137.1 PAL enables employees to purchase up to four 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.

138. ELIGIBILITY

- 138.1 All ongoing employees may apply to participate in PAL arrangements.

139. APPROVAL

- 139.1 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.

140. SCOPE

140.1 PAL:

- a. may be purchased in blocks of five days up to a maximum of four 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.

141. ADDITIONAL INFORMATION

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

PERSONAL LEAVE

142. PURPOSE

142.1 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 Maternity/Adoption/Foster Parent's Leave; or
- f. are attending their graduation ceremony.

143. ACCRUAL

143.1 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.

144. NON-ONGOING EMPLOYEES

144.1 Non-ongoing employees, except those receiving a loading in lieu of leave will accrue one and a half days Personal Leave progressively for each completed month of service (pro rata for part time employees).

145. ACCUMULATED PERSONAL LEAVE

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

146. NOTIFICATION TO LINE MANAGER

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

147. APPROVAL FOR EXTENDED PERSONAL LEAVE FOR CARING PURPOSES

- 147.1 Leave for caring purposes in excess of five continuous working days is subject to approval by a Director or above. The flexible working arrangements in this Agreement are also available to assist employees in these situations.

148. DOCUMENTARY EVIDENCE

- 148.1 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.
- 148.2 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.
- 148.3 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.

149. HALF PAY OPTION

- 149.1 Employees who are absent for ten or more continuous working days because of personal illness or injury may elect to convert Personal Leave to half pay.

150. PERSONAL LEAVE WITHOUT PAY

- 150.1 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.
- 150.2 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.
- 150.3 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.
- 150.4 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*.

151. ADDITIONAL INFORMATION

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

MISCELLANEOUS LEAVE

152. PURPOSE

152.1 Miscellaneous Leave provides access to paid leave for purposes not covered elsewhere in this Agreement.

153. APPROVAL

153.1 Miscellaneous Leave is subject to approval and supporting evidence may be required.

154. CIRCUMSTANCES

154.1 Miscellaneous Leave may be granted in, but is not limited to, the following circumstances:

- a. requirement to undertake jury service; or
- b. participation in major international sporting events; or
- c. participation in National Aboriginal and Islander Day Observance Committee Week activities; or
- d. 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.

154.2 The Australian Statistician may, in exceptional circumstances, grant additional leave, with or without pay, which may or may not be determined to count as service.

155. ADDITIONAL INFORMATION

155.1 Further information about Miscellaneous Leave is available in ABS Guidelines.

DEFENCE RESERVE LEAVE

156. DEFENCE RESERVE LEAVE

156.1 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.

Note: The entitlement to leave for Reserve Service is prescribed under the Defence Reserve Service (Protection) Act 2001.

156.2 An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.

- a. during the employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
- b. 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, to enable the employee to undertake training as a member of the ADF Reserves.
- c. employees are not required to pay their tax free ADF Reserve salary to the Agency in any circumstances.

156.3 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.

156.4 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 for all purposes except Annual leave.

156.5 Eligible employees may also apply for Annual Leave, Long Service Leave, Leave Without Pay, top-up pay or they may use flextime or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.

156.6 Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

157. ADDITIONAL INFORMATION

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

COMMUNITY SERVICE LEAVE

158. EMERGENCY SERVICES

158.1 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.

158.2 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.

159. NOTIFICATION TO LINE MANAGERS

159.1 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.

160. ADDITIONAL INFORMATION

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

COMPASSIONATE LEAVE

161. COMPASSIONATE LEAVE

161.1 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.

162. SUPPORTING EVIDENCE

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

LEAVE WITHOUT PAY (LWOP)

163. PURPOSE

- 163.1 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 169.1 to 178.1);
 - 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.

164. APPROVAL

- 164.1 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.

165. SUPPORTING EVIDENCE

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

166. CONDITIONS

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

167. SERVICE IMPLICATIONS

- 167.1 Unless otherwise determined, LWOP in excess of 30 calendar days in the accrual period will not count as service for any purpose.

168. ADDITIONAL INFORMATION

- 168.1 Further information about LWOP is available in ABS Guidelines.

PARENTAL LEAVE

169. MATERNITY LEAVE

169.1 Maternity Leave is available to an employee for her absence from the workplace associated with the birth of her child/children. Eligible employees covered by this Agreement will be entitled to Maternity Leave under the terms applying in the *Maternity Leave (Commonwealth Employees) Act 1973*, including access to 12 weeks paid Maternity Leave.

170. ADDITIONAL FOUR WEEKS

170.1 Employees eligible to receive 12 weeks 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 16 weeks of paid leave.

171. ADOPTION LEAVE

171.1 The Australian Statistician will grant an employee, who meets the eligible service requirements of the *Maternity Leave (Commonwealth Employees) Act 1973*, leave on full pay for a period of 16 weeks for the purposes of adopting an eligible adoptive child. Adoption Leave counts as service for all purposes.

172. PRE-ADOPTION LEAVE

172.1 Employees (including non-ongoing employees who receive a loading in lieu of 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.

173. FOSTER PARENT'S LEAVE

173.1 The Australian Statistician will grant an employee, who meets the eligible service requirements of the *Maternity Leave (Commonwealth Employees) Act 1973*, leave on full pay for a period of 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.

174. MATERNITY/ ADOPTION LEAVE AND FOSTER PARENT'S LEAVE ON HALF PAY

174.1 Maternity, Adoption and Foster Parent's Leave may be taken on half pay. That is, the payment of 16 weeks leave can be spread over a period of 32 weeks. 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 Maternity/Adoption or Foster Parent's Leave available.

175. ADDITIONAL MATERNITY LEAVE, ADOPTION LEAVE AND FOSTER PARENT'S LEAVE WITHOUT PAY

175.1 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 Maternity Leave, Adoption 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.

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

176. NEW PARENT RESPONSIBILITIES

176.1 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.

177. RETURN TO WORK AFTER PARENTAL LEAVE

177.1 On ending parental or maternity leave, an employee is entitled to return to:

- a. the employee's pre-parental/maternity 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/maternity leave. Where this is not practical, other duties will be sought.

177.2 For the purposes of clause 177.1, 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 maternity or parental leave.

178. ADDITIONAL INFORMATION

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

LONG SERVICE LEAVE (LSL)

179. LONG SERVICE LEAVE

179.1 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 or half pay). Long Service Leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

180. ADDITIONAL INFORMATION

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

ABSENCE WITHOUT APPROVAL

181. ABSENCE WITHOUT APPROVAL

181.1 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.

182. EFFECT ON SALARY AND BENEFITS

182.1 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

183. RECOGNISED PUBLIC HOLIDAYS

183.1 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.

183.2 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.

183.3 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.

184. SUBSTITUTED PUBLIC HOLIDAYS

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

185. PUBLIC HOLIDAYS' SUBSTITUTION SCHEME

185.1 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.

186. PAYMENT FOR PUBLIC HOLIDAYS

186.1 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.

187. PUBLIC HOLIDAYS DURING PERIODS OF LEAVE

- 187.1 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

188. LEAVE SUBSTITUTION

- 188.1 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 for one day or longer;
 - b. eligible for Compassionate Leave;
 - c. eligible for paid Community Service Leave for one day or longer; or
 - d. required to care for members of their immediate family or household who are ill or injured for three consecutive days or more.
- 188.2 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.
- 188.3 Long Service Leave will only be re-credited for the period specified on the suitable documentary evidence provided; that is, weekends will not be re-credited unless the documentary evidence specifically covers those dates.

189. OTHER LEGISLATED LEAVE PROVISIONS

- 189.1 Other forms of legislated leave (e.g. War Service Leave) may be recognised.

SECTION F – HEALTHY WORKPLACE AND SUSTAINABLE ENVIRONMENT

OCCUPATIONAL HEALTH AND SAFETY (OHS)

190. COMMITMENT TO A SAFE AND HEALTHY WORK ENVIRONMENT

- 190.1 The ABS is committed to the health and safety of its employees and recognises the need to be proactive in improving the physical and psychological health and safety of employees. Investment in employee health will also improve performance through increasing work attendance.
- 190.2 The aim is to create and maintain a safe and healthy work environment. Responsibilities are outlined in the *Occupational Health and Safety Act 1991*.

191. EMPLOYEE RESPONSIBILITIES

- 191.1 Employees have OHS workplace responsibilities under the *Occupational Health and Safety Act 1991* and must at all times, while at work, take all reasonable steps to ensure their own health and safety and the safety of others who are at or near the ABS workplace. This includes cooperating to the extent necessary to enable the employer to meet duty of care requirements, and using equipment in accordance with instructions given on its safe and proper use.

INFLUENZA VACCINATIONS

192. INFLUENZA VACCINATION PROGRAM

- 192.1 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 Resource Centres and ABS will arrange and pay for the services of registered health professionals to vaccinate employees. Employees who choose to participate in the program will be responsible for the cost of the influenza vaccine, unless, during the life of the Agreement, the Australian Statistician determines that the ABS will pay for the cost of the vaccine.

SUPPORT FOR EMPLOYEES

193. EMPLOYEE ASSISTANCE PROGRAM

- 193.1 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.

194. EYESIGHT TESTING

- 194.1 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.

195. SPECTACLE REIMBURSEMENT

- 195.1 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 will be reviewed and the Australian Statistician will adjust the reimbursement as a result of the review.

196. ADDITIONAL INFORMATION

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

BUILDING OR OTHER DISRUPTION

197. DISRUPTION

- 197.1 Where building or other activities cause disruption or discomfort in an office, ABS will consult with the affected employees, and where they choose their representatives (including union representatives), and endeavour to prevent employees from being subjected to any detrimental environmental effects. Where the disruption or discomfort persists, the situation will be monitored and employees will be temporarily relocated or other measures implemented as appropriate.

SUSTAINABLE ENVIRONMENT

198. SUSTAINABLE ENVIRONMENT

- 198.1 The ABS recognises the importance of implementing sustainable environmental practices and will continue to integrate these practices into office-based activities by:
- a. seeking to minimise adverse environmental impacts from operations;
 - b. complying with relevant Commonwealth and Territory Environment Legislation and the Commonwealth Government's environmental policies and initiatives;
 - c. working collectively to continuously improve our environmental performance including supporting environmental committees e.g. Green Teams; and
 - d. encouraging employees to participate in environmental initiatives.

PART G – EMPLOYEE DEVELOPMENT

LEARNING AND DEVELOPMENT

199. PRINCIPLE

199.1 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.

200. STUDY SUPPORT PROGRAM

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

200.2 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.

201. SUPPORT FOR FULL TIME STUDY

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

202. PROFESSIONAL ASSOCIATION MEMBERSHIP FEES

202.1 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.

203. ADDITIONAL INFORMATION

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

PART H – WORKFORCE PLANNING

WORKPLACE DIVERSITY

204. PRINCIPLE

- 204.1 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.
- 204.2 Through its Workplace Diversity Program the ABS will:
- 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.

FORM OF EMPLOYMENT

205. ONGOING EMPLOYMENT

- 205.1 The usual basis for employment in the ABS is as an ongoing employee.

206. NON-ONGOING EMPLOYMENT

- 206.1 Non-ongoing employees may be engaged for a specified term or for the duration of a specified task, or for duties that are irregular or intermittent.

207. ACCESS TO ONGOING EMPLOYMENT FOR NON-ONGOING EMPLOYEES

- 207.1 Non-ongoing employees will be encouraged to apply for ongoing positions in the ABS.
- 207.2 The probation period for non-ongoing employees, who are offered ongoing employment, may be reduced.

TEMPORARY ASSIGNMENT OF DUTIES (HIGHER DUTIES AND TEMPORARY TRANSFER)

208. ASSIGNMENT OF DUTIES

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

209. HIGHER DUTIES

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

209.2 Temporary vacancies of three months or more should generally be filled using selection methods to assess merit. Further information is available in ABS Guidelines.

210. PAYMENT OF HIGHER DUTIES ALLOWANCE (HDA)

210.1 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.

210.2 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.

210.3 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.

211. ADDITIONAL INFORMATION

211.1 Further information about HDA is available in ABS Guidelines.

GRADUATE BROADBAND

212. GRADUATE ABS BROADBAND (GradABS)

212.1 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.

213. GRADUATE DEVELOPMENT PROGRAM

- 213.1 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.

214. BROADBAND ADVANCEMENT

- 214.1 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.
- 214.2 GradABS employees who are advanced in the broadband, will then be transferred to the equivalent salary in the APS4 salary range.
- 214.3 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.

215. ADDITIONAL INFORMATION

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

MATURE AGE EMPLOYEES

216. PRINCIPLE

- 216.1 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.

217. FLEXIBLE WORK ARRANGEMENTS

- 217.1 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.
- 217.2 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.

218. ADDITIONAL INFORMATION

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

SEPARATION FROM THE AUSTRALIAN PUBLIC SERVICE (APS)

219. RESIGNATION FROM THE APS

- 219.1 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.

220. DEATH OF AN EMPLOYEE

- 220.1 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 he or she ceased employment by resignation or retirement. Payment will usually be made to the deceased person's estate.

MANAGING EXCESS STAFFING SITUATIONS

221. APPLICATION

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

222. DEFINITION

- 222.1 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.

223. CONSULTATION

- 223.1 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 (including a union representative), to consider redeployment and other options including voluntary redundancy. The maximum period of time allowed for these consultations will be four weeks.
- 223.2 The ABS will establish, through consultation, which employees want to be offered voluntary redundancy immediately, and which employees seek redeployment.

224. MANDATORY REPORTING

- 224.1 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.

225. FINANCIAL AND CAREER ADVICE

- 225.1 An employee who may be offered, and is considering, voluntary redundancy will be reimbursed up to \$500.00 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

226. REDEPLOYMENT

- 226.1 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.
- 226.2 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.
- 226.3 An employee seeking redeployment will be advised in writing that he/she is 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

227. VOLUNTARY REDUNDANCY

- 227.1 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.
- 227.2 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.
- 227.3 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.

228. INFORMATION TO EMPLOYEES

- 228.1 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.

229. NOTICE PERIOD

- 229.1 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.
- 229.2 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.

230. REDUNDANCY BENEFIT

- 230.1 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).
- 230.2 The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
- 230.3 The redundancy benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during his or her 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.
- 230.4 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

231. INVOLUNTARY REDUNDANCY

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

232. RETENTION PERIODS

- 232.1 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.
- 232.2 The retention period will commence on the day the employee is advised in writing that they are an excess employee.

233. REDUCTION IN RETENTION PERIODS

- 233.1 If an employee is entitled to a redundancy payment in accordance with the NES, the retention period in clause 232.1 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).

234. EXTENDING THE RETENTION PERIOD

- 234.1 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.

235. RETENTION PERIOD - EARLY TERMINATION

- 235.1 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 233.1) 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.
- 235.2 The excess employee may also nominate a termination date prior to the expiry of the retention period.

236. ALTERNATIVE EMPLOYMENT

- 236.1 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.
- 236.2 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.
- 236.3 An excess employee required to move household to a new locality on redeployment will be entitled to reimbursement of reasonable costs incurred.

237. RESTRICTION ON INVOLUNTARY REDUNDANCY

- 237.1 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.

237.2 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.

238. REDUCTION IN CLASSIFICATION

238.1 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.

238.2 An employee who is reduced in work classification under this clause may seek a review of that decision.

239. NOTICE PERIODS

239.1 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.

240. ADDITIONAL INFORMATION

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

INCAPACITY TERMINATION AND REDUCTION ON THE GROUNDS OF INCAPACITY

241. PROCEDURES

241.1 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.

242. REVIEW

242.1 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.

242.2 An employee who is reduced in work level under these provisions may seek a review of that decision.

TERMINATION OF EMPLOYMENT

243. TERMINATION OF EMPLOYEES

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

244. PROCEDURES IN THIS AGREEMENT

244.1 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.

245. RIGHT OF REVIEW

245.1 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.

245.2 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.

246. INSTANT DISMISSAL

246.1 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*.

PART I – TRAVEL AND ALLOWANCE

HIGHER DUTIES ALLOWANCE (HDA)

247. PAYMENT OF HDA

247.1 Provisions relating to HDA are in clauses 208.1 to 211.1.

OFFICIAL TRAVEL (DOMESTIC)

248. PRINCIPLE

248.1 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.

249. PAYMENT OF TRAVEL COSTS

249.1 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 will be reimbursed.

250. TRAVEL RATES

250.1 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.

251. PART DAY TRAVEL

251.1 An employee who is required to be absent from his/her 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.

252. RECOGNITION OF TRAVEL TIME

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

252.2 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.

253. CLASS OF TRAVEL

- 253.1 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.

254. MINIMUM BREAK AFTER EVENING TRAVEL

- 254.1 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.

255. AIRLINE LOUNGE MEMBERSHIPS

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

256. REIMBURSEMENT OF ADDITIONAL CARING COSTS

- 256.1 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.

257. ADDITIONAL INFORMATION

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

OFFICIAL TRAVEL (INTERNATIONAL)

258. INTERNATIONAL TRAVEL

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

MOTOR VEHICLE ALLOWANCE (MVA)

259. PURPOSE

- 259.1 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.

260. APPROVAL

260.1 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.

261. RATES

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

Item	Engine Capacity (non- rotary)	Engine Capacity (rotary)	Rate (cents per kilometre)
1	Above 2,600cc	Above 1300cc	72
2	1,601 to 2,600cc	801 to 1300cc	71
3	1,600cc and under	800cc and under	59

261.2 These rates will be adjusted at least annually in line with rates provided by an agreed subscription service provider.

262. ADDITIONAL INFORMATION

262.1 Further information about MVA is available in ABS Guidelines.

OVERTIME MEAL ALLOWANCE (OMA)

263. PURPOSE

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

264. PRESCRIBED MEAL PERIODS

264.1 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.

265. RATE AND METHOD OF ADJUSTMENT

265.1 The OMA rate payable from the date when this Agreement comes into effect is \$26.45. These rates will be adjusted annually in line with rates provided by an agreed subscription service provider.

RESTRICTION ALLOWANCE

266. PURPOSE

266.1 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.

267. PROVISION

267.1 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 \$4.58 and will be increased by, and at the time of, the General Salary Increases specified at clause 10.1 of this Agreement.

267.2 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.

267.3 An employee cannot be paid restriction allowance and overtime or time off in lieu instead of overtime for the same period.

268. ABS ISSUE

268.1 APS1 to APS6 employees who are restricted under these provisions will be provided with access to an ABS issue mobile phone and an internet card, where required for operational purposes.

FIRST AID ALLOWANCE

269. ELIGIBILITY

269.1 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 \$19.65 per fortnight. The rate will be increased by, and at the time of, the General Salary Increases specified at clause 10.1 of this Agreement.

270. ADDITIONAL INFORMATION

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

LOSS, DAMAGE AND INDEMNITY

271. PROVISIONS

- 271.1 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.

272. ADDITIONAL INFORMATION

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

RELOCATION ASSISTANCE

273. PURPOSE

- 273.1 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.

274. ACCESS FOR EXISTING EMPLOYEES

- 274.1 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.
- 274.2 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.
- 274.3 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.

- 274.4 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.
- 274.5 Where an employee relocates for personal reasons, the employee may receive relocation assistance at the discretion of the Australian Statistician.

275. ACCESS FOR NEW EMPLOYEES

- 275.1 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.
- 275.2 On engagement, non-ongoing employees may receive relocation assistance at the discretion of the Australian Statistician.

276. ADDITIONAL INFORMATION

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

DISLOCATION ASSISTANCE FOR CENSUS DATA PROCESSING CENTRE (CENSUS DPC) EMPLOYEES

277. PROVISIONS

- 277.1 Dislocation assistance will be provided to ongoing ABS employees working for the Census DPC. The assistance includes but is not limited to:
- a. Travel Allowance;
 - b. Disturbance Allowance;
 - c. bond advance;
 - d. Rental Assistance;
 - e. pet relocation; and
 - f. reunion visits.

278. ADDITIONAL INFORMATION

- 278.1 Further information about dislocation assistance, including allowances, is available in Census DPC Guidelines.

REMOTE LOCALITIES

279. ELIGIBILITY

279.1 Subject to clause 280.1, ABS employees continuously stationed in Darwin from 1 June 2001 will receive the following remote localities conditions:

- a. District Allowance;
- b. remote locality leave fares allowance (ongoing employees only)
- c. reimbursement of fares for emergency or compassionate travel; and
- d. additional Annual Leave as provided in clause 135.1.

280. REMOVAL OF FARES COMPONENTS

280.1 Remote locality leave fares allowance and reimbursement of fares for emergency or compassionate travel will cease from 1 July 2013.

281. ADDITIONAL INFORMATION

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

SCHOOL HOLIDAY FAMILY CARE

282. PURPOSE

282.1 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.

283. REIMBURSEMENT OF EXPENSES

283.1 The ABS will meet out of pocket expenses incurred by employees to a maximum amount of \$25.00 per child per day. This amount will be increased by, and at the time of, the General Salary Increases specified at clause 10.1 of this Agreement.

284. ADDITIONAL INFORMATION

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

OTHER ALLOWANCES

285. PROVISIONS

- 285.1 Attachment C contains a list of infrequently used allowance provisions which are covered in ABS Guidelines. Where applicable, rates will be adjusted annually in line with rates provided by an agreed subscription service provider unless adjustment rates are specified in Attachment C.

PART J – WORKING TOGETHER

VALUES AND CONDUCT

286. EMPLOYEE RESPONSIBILITY

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

287. APS CODE OF CONDUCT

287.1 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

288. COMMITMENT

288.1 In addition to the model term set out at clause 290.1 to 290.7, the following consultative framework is established because the ABS is committed to effective workplace relations that value communication and cooperation. Consistent with this framework, the ABS will consult with employees and their chosen representatives (including union representatives), and seek input from employees about matters that affect their workplace. In doing so, the ABS will genuinely seek to reach agreement with employees and their chosen representatives (including union representatives).

289. CONSULTATIVE FRAMEWORK

289.1 The ABS consultative framework involves:

- a. Line managers as an important conduit for communication and consultation in the ABS workplace, with a key responsibility for ensuring that employees receive timely information on workplace issues that affect them and that they have an opportunity to contribute their views on those issues before decisions are made;
- b. Consultative Forums comprising local management, elected employee representatives and representatives of unions, who are parties covered by the Agreement, which will operate in each Central Office Group and/or Division and each Regional Office. These forums complement direct consultation at the workplace level by providing another avenue through which employees can participate in deliberations and decision making processes on issues affecting their jobs and workplace;
- c. National Forum comprising ABS management, employee and union representatives, who are parties covered by the Agreement, who will meet at least bi-annually to review implementation and operation of this Agreement and any other national issues which may be agreed for consultation; and
- d. Representatives of unions, who are parties covered by the Agreement, meeting with ABS management as necessary, throughout the life of the Agreement over matters covered by this Agreement.

290. CONSULTATION TERM

290.1 This term applies where a decision is made to introduce major changes in a work area that are likely to have **significant effects** on employees, other than where provision is already made elsewhere in this enterprise agreement regarding a specific major change.

290.2 Where a definite decision is made to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees, the Australian Statistician must notify the employees who are likely to be affected by the proposed changes and their representatives, if any.

290.3 **Significant effects** include:

- a. termination of employment;
- b. major changes in the composition, operation or size of the ABS' workforce or in the skills required;
- c. the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- d. significant alteration in hours of work;
- e. the need to retrain employees;
- f. the need to relocate employees to another workplace; and
- g. the major restructuring of jobs.

290.4 **Australian Statistician to discuss major changes**

290.5 The Australian Statistician must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 290.2, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

290.6 The discussions must commence as early as practicable after a definite decision has been made to make the changes referred to in clause 290.2.

290.7 For the purposes of such discussion, the employees concerned and their representatives, if any, are to be provided in writing all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The Australian Statistician is not required to disclose confidential or commercially sensitive information to the employees.

291. FREEDOM OF ASSOCIATION

291.1 ABS recognises that employees are free to choose to join a union or not join a union. Employees who choose to be members of a union have the right to participate in union activities and have their industrial interests represented by that union.

292. REASONABLE TIME AND FACILITIES

292.1 Reasonable time and facilities will be provided to support employees and their representatives (including union representatives), with agreed consultative and representational responsibilities to undertake these roles.

PART K – RESOLVING WORKPLACE ISSUES AND DISPUTE RESOLUTION

EMPLOYEE SUPPORT AND REPRESENTATION

293. RESOLVING ISSUES AT THE WORKPLACE LEVEL

- 293.1 In resolving workplace issues all participants should work co-operatively towards constructive outcomes and to ensure that the employee is able to raise all matters of concern.
- 293.2 All processes should seek to resolve the issue at the workplace level, by discussions between the employee, their chosen representatives, and their line manager.

294. SUPPORT PERSON

- 294.1 An employee has the right to be accompanied by a support person in discussions regarding concerns with their employment or when resolving workplace issues. This may include a union representative or another person of their choice.
- 294.2 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.

295. REPRESENTATIVE

- 295.1 An employee has the right to be formally represented, including by a union representative. Where this occurs, a support person is unlikely to be required.

296. WORKPLACE DELEGATES

- 296.1 The role of union workplace delegates and other elected union representatives is to be respected and facilitated. ABS and union workplace delegates must deal with each other in good faith.
- 296.2 In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:
- a. the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
 - b. recognition by the ABS that endorsed workplace delegates speak on behalf of their members in the workplace;
 - c. the right to participate in collective bargaining on behalf of those who they represent, as per the *Fair Work Act 2009*;

- d. the right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the ABS during normal working hours;
- e. the right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';
- f. undertaking their role and having union representation on ABS workplace relations consultative committees;
- g. reasonable access to ABS facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to ABS policies and protocols;
- h. the right to address new employees about union membership at the time they enter employment;
- i. the right to consultation, and access to relevant information about the workplace and the ABS; and
- j. the right to reasonable paid time to represent the interests of members to the ABS and industrial tribunals.

296.3 In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

- a. reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;
- b. reasonable access to appropriate training in workplace relations matters, including training provided by a union;
- c. reasonable paid time off to represent union members in the ABS at relevant union forums.

296.4 In exercising their rights, workplace delegates and unions will consider operational issues, ABS policies and guidelines and the likely effect on the efficient operation of the ABS and the provision of services by the Commonwealth.

296.5 For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors.

297. ADDITIONAL INFORMATION

297.1 Further information about Employee Support and Representation is available in ABS Guidelines.

RESOLUTION OF AGREEMENT DISPUTES

298. DISPUTE RESOLUTION

298.1 If a dispute relates to a matter under this Agreement, or the NES, the parties to the dispute must first attempt to resolve the matter at the workplace level by discussions between the employee or employees concerned and the relevant supervisor/manager.

298.2 If a resolution to the dispute has not been achieved after discussions have been held in accordance with clause 298.1, the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods.

298.3 If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with clause 298.1 and 298.2, a party to the dispute may refer the matter to Fair Work Australia.

298.4 Fair Work Australia may deal with the dispute in 2 stages:

- a. Fair Work Australia 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 Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

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

298.5 The ABS or an employee who is a party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of this term.

298.6 Resolution of disputes is to occur in good faith by following the same principles as the good faith bargaining requirements at section 228 of the *Fair Work Act 2009*.

- 298.7 While the parties are trying to resolve the dispute using the procedures in this term:
- a. an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b. an employee must comply with a direction given by the 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.
- 298.8 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

299. ADDITIONAL INFORMATION

- 299.1 Further information about dispute resolution is available in ABS Guidelines.

ABS SALARY RATES ***APS1 – EL2**

Classification	Pay Point	Salary prior to the commencement of this Agreement	Salary effective from the beginning of the first full pay period after commencement of the Agreement	Salary effective from 5 July 2012	Salary effective from 4 July 2013
		\$	\$	\$	\$
APS 1	1	37,691	39,210	39,994	40,394
	2	38,633	41,661	42,494	42,919
	3	39,576	44,112	44,994	46,019
	4	40,518			
	5	41,460			
APS 2	1	42,658	44,837	45,734	46,191
	2	43,724	47,639	48,592	49,078
	3	44,791	50,442	51,451	52,084
	4	45,857			
	5	46,924			
APS 3	1	48,584	51,079	52,101	52,622
	2	49,799	54,271	55,356	55,910
	3	51,013	57,464	58,613	59,318
	4	52,228			
	5	53,442			
APS 4	1	54,693	57,529	58,680	59,368
	2	56,060	61,124	62,346	62,969
	3	57,428	64,720	66,014	66,777
	4	58,795			
	5	60,162			
APS 5	1	61,004	64,723	66,017	66,781
	2	62,529	68,768	70,143	70,844
	3	64,054	72,814	74,270	75,013
	4	65,579			
	5	67,104			
APS 6	1	69,389	72,821	74,277	75,020
	2	71,124	77,372	78,919	79,708
	3	72,858	81,924	83,562	84,721
	4	74,593			
	5	76,328			

EL 1	1	84,921	89,466	91,255	92,168
	2	87,044	96,444	98,373	99,357
	3	89,167	103,422	105,490	106,545
	4	91,290			
	5	93,413			
EL 2	1	107,364	111,691	113,925	115,064
	2	110,048	120,403	122,811	124,039
	3	112,732	129,115	131,697	133,014
	4	115,416	131,758 *	135,711 *	138,425 *
	5	118,100			

* Note – EL2 pay point 4 only accessible as detailed in clauses 17.1 and 17.2

Graduate ABS Broadband (GradABS)

Designation	Pay Point	Classification	Salary effective from the beginning of the first full pay period after commencement of the Agreement	Salary effective from 5 July 2012	Salary effective from 4 July 2013
			\$	\$	\$
GradABS^	1	APS 3	52,543	53,594	54,130
	2	APS 3	55,826	56,944	57,513
	3	APS 3	57,464	58,613	59,318
	4	APS 4	57,529	58,680	59,368
	5	APS 4	61,124	62,346	62,969
	6	APS 4	64,720	66,014	66,777

Cadet APS

Classification	Age	Salary prior to the commencement of this Agreement	Salary effective from the beginning of the first full pay period after commencement of the Agreement	Salary effective from 5 July 2012	Salary effective from 4 July 2013
		\$	\$	\$	\$
Cadet APS (Full Time Study)	Under 18 years	12,891	13,278	13,544	13,678
	At 18 years	15,039	15,490	15,800	15,958
	At 19 years	17,402	17,924	18,282	18,466
	At 20 years	19,550	20,137	20,540	20,744
	Adult minimum	21,484	22,129	22,572	22,797
	Adult maximum	23,632	24,341	24,828	25,076
Cadet APS (Practical Training)	Under 18 years	22,615	23,293	23,759	23,997
	At 18 years	26,384	27,176	27,720	27,996
	At 19 years	30,530	31,446	32,075	32,396
	At 20 years	34,299	35,328	36,035	36,395
	Adult minimum	37,691	39,210	39,994	40,394
	Adult maximum	41,460	44,111	44,993	46,019
Operational Classification for Cadet APS Classification – APS 3		48,584	51,079	52,101	52,622

Trainee APS – Skill Level A

Level of Schooling#		Skill Level A (weekly rates)			
		Salary prior to the commencement of this Agreement	Salary effective from the beginning of the first full pay period after commencement of the Agreement	Salary effective from 5 July 2012	Salary effective from 4 July 2013
		\$	\$	\$	\$
Year 10	School leaver (50.0%)	207	213	217	219
	School leaver (33.0%)	241	248	253	256
	Plus 1 year out	290	299	305	308
	Plus 2 years out	350	361	368	372
	Plus 3 years out	406	418	426	430
	Plus 4 years out	473	487	497	502
	Plus 5 or more years	540	556	567	573
Year 11	School leaver (50.0%)	259	267	272	275
	School leaver (33.0%)	290	299	305	308
	Plus 1 year out	350	361	368	372
	Plus 2 years out	406	418	426	430
	Plus 3 years out	473	487	497	502
	Plus 4 years out	540	556	567	573
Year 12	School leaver	350	361	368	372
	Plus 1 year out	406	418	426	430
	Plus 2 years out	473	487	497	502
	Plus 3 years out	540	556	567	573

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 of this Agreement	Salary effective from the beginning of the first full pay period after commencement of the Agreement	Salary effective from 5 July 2012	Salary effective from 4 July 2013
		\$	\$	\$	\$
Year 10	School leaver (50.0%)	207	213	217	219
	School leaver (33.0%)	241	248	253	256
	Plus 1 year out	290	299	305	308
	Plus 2 years out	338	348	355	359
	Plus 3 years out	387	399	407	411
	Plus 4 years out	455	469	478	483
	Plus 5 or more years	518	534	545	550
Year 11	School leaver (50.0%)	259	267	272	275
	School leaver (33.0%)	290	299	305	308
	Plus 1 year out	338	348	355	359
	Plus 2 years out	387	399	407	411
	Plus 3 years out	455	469	478	483
	Plus 4 years out	518	534	545	550
Year 12	School leaver	338	348	355	359
	Plus 1 year out	387	399	407	411
	Plus 2 years out	455	469	478	483
	Plus 3 years out	518	534	545	550
Classification					
Trainee APS (Administrative)		37,691	39,210	39,994	40,394
Trainee APS (Technical)		48,584	51,079	52,101	52,622

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 2011-2014*.

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.

A.E.S.T means Australian Eastern Standard Time.

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.

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.

NIRS means the ABS National Information Referral Service.

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.

OTHER ALLOWANCES COVERED IN ABS GUIDELINES

Other Allowances (clause 285.1)	<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 10.1)• 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 10.1)• Tropical and temperate clothing allowances• Reimbursement of fares for relative who visits sick employee
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