



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Australian Bureau of Statistics

(AG2011/7082)

AUSTRALIAN BUREAU OF STATISTICS, 2011 CENSUS OF POPULATION AND HOUSING, DATA PROCESSING CENTRE ENTERPRISE AGREEMENT 2010-2012

Commonwealth employment

COMMISSIONER DEEGAN

CANBERRA, 9 MARCH 2011

Application for approval of the Australian Bureau of Statistics, 2011 Census of Population and Housing Data Processing Centre Enterprise Agreement 2010-2012.

[1] An application has been made for approval of an enterprise agreement known as the Australian Bureau of Statistics, 2011 Census of Population and Housing Data Processing Centre Enterprise Agreement 2010-2012 (Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (Cth) (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 Community and Public Sector Union, being a bargaining representative for the Agreement, has 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 organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 16 March 2011. The nominal expiry date of the Agreement is 31 December 2012.



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Census

100 years 1911–2011

9 August 2011

Australian Bureau of Statistics

2011 Census of Population and Housing Data Processing Centre Enterprise Agreement 2010 - 2012

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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Part A – Scope of Agreement

- 1 Title This Agreement, made under section 172 of the *Fair Work Act 2009*, will be known as the *Australian Bureau of Statistics, 2011 Census of Population and Housing, Data Processing Centre Enterprise Agreement 2010-2012*.
- 2 Objectives 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.
- This Agreement has the following objectives:
- a building a working environment that supports, develops and encourages DPC employees to perform at their best;
 - b rewarding effective performance and making the DPC a good place to work;
 - c reducing the human and financial costs of workplace injuries;
 - d providing for open communication and consultation; and
 - e facilitating continuous improvement.
- 3 Parties covered by this Agreement In accordance with section 53 of the *Fair Work Act 2009*, this Agreement covers:
- a. the Australian Statistician, on behalf of the Commonwealth;
 - b. non-ongoing ABS employees during the period they are employed at the Australian Bureau of Statistics, Census of Population and Housing Data Processing Centre; and
 - c. 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.
- 4 Closed Agreement From the commencement of this Agreement, a party covered by the Agreement shall 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.
- 5 Comprehensive Agreement This is a comprehensive Agreement which displaces the following Award and Agreement, as varied from time to time:
- Australian Public Service Award 1998*; and
Continuous Improvement in the Australian Public Service Enterprise Agreement 1995-96.

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;

Public Service Act 1999;

Public Employment (Consequential and Transitional) Amendment Act 1999;

Privacy Act 1988; and

Paid Parental Leave Act 2010.

6 Recognition of Accrued Leave for Existing Employees Upon commencement of this Agreement, accrued Personal Leave, Annual Leave and Long Service Leave for existing DPC employees will be carried over.

7 Guidelines and Policies The parties to this Agreement acknowledge that the employment provisions in this Agreement are administered in accordance with DPC policies, guidelines 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.

DPC 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** **The Australian Statistician may, by written instrument, delegate any of the powers or functions under this Agreement.**
- 9 Duration** **This Agreement will commence operation on the date seven days after approval by Fair Work Australia. The nominal expiry date is 31 December 2012.**

Part B – Remuneration

- 10 General Salary Increases** The General Salary Increases applying during the life of this Agreement are 3.0% effective from 7 July 2011 and 1.6% effective from 5 July 2012.
- 11 Salaries in this Agreement** Base salaries have been adjusted from the commencement of this Agreement to provide for the roll in of Annual Leave Loading and an increase in base salaries of 1.0%. Details are provided in Attachment A. Existing employee salaries will be increased to align with the new salary applying for the relevant pay point.
- 12 Number of Pay Points** A five point salary range will apply for each classification.
- 13 Salary Advancement** Salary advancement within a classification is subject to employees demonstrating satisfactory performance in contributing to the DPC work schedules and objectives.
- After completion of a two monthly performance assessment, and subject to employees demonstrating satisfactory performance, employees will progress to the next pay point within their classification.
- Subsequent advancement through the relevant salary range (until an employee reaches the top of the range), will occur on a two-monthly basis subject to employees continuing to demonstrate satisfactory performance.
- Where an employee performs duties at a higher classification during an assessment period, the period of TAA will be considered for salary advancement at the lower classification.
- In the event the performance of an employee is less than satisfactory, the managing underperformance procedures outlined in clauses 40 to 43 will be invoked.
- 14 Retention Bonus** A one-off retention bonus will be paid as a lump sum in final monies for employees who cease employment with the DPC after 30 June 2012. This bonus will be equivalent to 1.4% of their salary earned in the 2012/2013 financial year. Salary for the purpose of this clause includes overtime and payout of flex credits.
- 15 Payment of Salary** Employees will be paid fortnightly in arrears, based on their annual salary using the following formula:

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

- 16 **Hourly Rate** An employee's hourly rate is calculated based on the following formula:
- $$\text{Hourly rate} = \frac{\text{fortnightly salary}}{73.5}$$
- 17 **Method of Salary Payment** Payment will be made by electronic funds transfer into a financial institution account of the employee's choice.
- 18 **Part Time Employees** 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.
- 19 **Employees Receiving a Loading in Lieu of Leave** An 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 where the employee is rostered to work on a public holiday, in which case payment will be made). The employee is also 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;
 - 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*.
- 20 **Supported Wage System** An employee who is unable to work at full capacity because of the effects of a disability may be eligible for a supported wage.
- Further information about supported wage rates, and related arrangements to apply to eligible employees with a disability, is available in DPC Guidelines.

Salary on Engagement and Temporary Assignment

- 21 **Salary on Engagement** On engagement, employees will be paid at the minimum of the relevant salary range.
- An employee who has previously been engaged and is subsequently re-engaged by the DPC at the same DPC designation will be paid the salary equivalent to the pay point they held immediately prior to cessation of their last period of engagement with the DPC.

- | | | |
|-----------|---|--|
| 22 | Salary on Temporary Assignment at a Higher Level | Employees who are temporarily assigned duties at a higher level, will be paid at the minimum of the relevant salary range. |
| 23 | Salary above the Minimum and Maximum of a Salary Range | 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 DPC Work Level Standard. The Australian Statistician may also authorise payment above the maximum of the relevant salary. |
| 24 | Additional Information | Further information about salary arrangements is available in DPC Guidelines. |

Individual Flexibility

- | | | |
|-----------|-------------------------|--|
| 25 | Flexibility Term | <p>(1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:</p> <ul style="list-style-type: none">a. the agreement deals with one or more of the following matters:<ul style="list-style-type: none">i. arrangements about when work is performed;ii. overtime rates;iii. penalty rates;iv. allowances;v. leave loading; andb. the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); andc. the arrangement is genuinely agreed to by the employer and employee. <p>(2) The employer must ensure that the terms of the individual flexibility arrangement:</p> <ul style="list-style-type: none">a. are about permitted matters under section 172 of the <i>Fair Work Act 2009</i>; andb. are not unlawful terms under section 194 of the <i>Fair Work Act 2009</i>; andc. result in the employee being better off overall than the employee would be if no arrangement was made. |
|-----------|-------------------------|--|

(3) The employer 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 employer 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.**

(4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

(5) The employer 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 employer and employee agree in writing – at any time.**

26 Additional Information Further information about individual flexibility arrangements is available in DPC Guidelines.

Recognition and Reward Scheme

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

28 Additional Information Further information about the DPC Recognition and Reward Scheme is available in DPC Guidelines.

Superannuation

- 29 **Superannuation Provisions** An employee is entitled to superannuation benefits as governed by the provisions of the relevant Acts.
- 30 **Choice of Superannuation Scheme** The DPC 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.

The default fund for employees who fail to choose a superannuation fund will be the PSSap unless they are required by scheme rules or legislation to become members of the Commonwealth Superannuation Scheme (CSS) or the Public Sector Superannuation (PSS) scheme.

Where an employee who is eligible to join the PSSap exercises choice, or has exercised choice, and nominates a superannuation fund other than the PSSap, the DPC will pay an employer contribution to the nominated fund, at the same rate as that applicable to the PSSap (which was 15.4% at the time this Agreement came into effect).

- 31 **PSSap and Super Choice: Salary for Superannuation Purposes** The employer contribution rate for an employee who is a PSSap member, or a member of another fund because they exercise or have exercised choice, will be calculated in accordance with the employee's Ordinary Time Earnings (OTE) within the meaning of the *Superannuation Guarantee (Administration) Act 1992*. Maternity Leave (excluding the Australian Government's *Paid Parental Leave scheme*) will be considered to be normal OTE, consistent with clause 2.2.4 of the PSSap Deed.

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

- 33 **Superannuation Allowance for Employees Aged 70 Years or Older** 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 DPC 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.

The Superannuation Allowance that is payable to an employee is equivalent to the amount the DPC would have paid if the employee was under 70 years of age, less any contribution amount accepted by the employee's superannuation fund.

The Superannuation Allowance comprises part of the employee's taxable fortnightly salary but does not count as salary for superannuation purposes.

34 Mandated Employer Contributions

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.

35 Additional Information

Further information about superannuation is available in DPC Guidelines.

Salary Packaging

36 Salary Packaging

The DPC will offer salary packaging to employees, consistent with Australian Tax Office rulings. Costs associated with salary packaging will be the responsibility of the employee.

Where an employee takes up the option of salary packaging on a salary sacrifice basis, the employee's salary for the purposes of superannuation and termination payments will be determined as if the salary sacrifice arrangement had not been entered into.

37 Additional Information

Further information about salary packaging is available in DPC Guidelines.

Part C - Performance Management

Performance Management Scheme

38 Principles

Effective performance management is fundamental to the achievement of productivity improvement, and a culture of continuous improvement.

All employees will actively participate in the DPC Performance Management Scheme. The Scheme aims to:

- a. increase productivity across the DPC;**
- b. foster high performance;**
- c. facilitate constructive discussions and relationships between line managers and employees;**
- d. assist employees to develop skills needed for the future;**
- e. provide employees with a clear understanding of what is expected of them and how their work aligns with DPC Work Level Standards and contributes to the achievement of DPC goals; and**
- f. assist in identifying and managing performance which has been assessed as less than satisfactory.**

The Scheme supports discussions between employees and their line managers by providing a framework under which regular feedback on performance is given, and personal development needs are discussed.

The Performance Management Scheme operates on a two monthly cycle and formalises the regular feedback and communication that occurs as part of everyday business between line managers and employees.

Concerns about unsatisfactory performance will be brought to an employee's attention immediately, and the line manager will provide appropriate support to improve performance through feedback, coaching and training.

39 Additional Information

Further information about the Performance Management Scheme is available in DPC Guidelines.

Managing Underperformance

- 40 Principles** **The DPC will support the management of employees who are not performing to the required standard in accordance with the following principles:**
- a. providing support to an employee to assist in improving their performance to a satisfactory level;**
 - b. clearly defining responsibilities and performance expectations;**
 - c. taking individual circumstances into account, including any health issues;**
 - d. applying natural justice principles and giving employees an opportunity to respond to concerns about their performance;**
 - e. applying transparent processes to ensure procedural fairness; and**
 - f. providing regular feedback and communication.**
- 41 Performance Improvement Process** **Line managers will identify work performance issues and work with employees to address these as they arise.**
- 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 a satisfactory level. This will involve defining clear and measurable objectives, regular constructive feedback, coaching and training. All actions to improve an employee's performance must be documented and provided to the employee.**
- If the employee achieves a satisfactory level of performance, this process will be deemed complete.**
- 42 Managing Under-performance Process** **If, after supporting the employee to improve their performance, the employee's performance continues to be unsatisfactory, a formal assessment will occur. If the formal assessment indicates that the performance is unsatisfactory, the employee will have five days to seek a review of the assessment. Upon such a request, or at the discretion of DPC management, an independent person will be appointed to formally review the performance of the employee and any other relevant factors. A report with recommendations will be written as an outcome of the review.**

A decision will be made on the review taking into consideration the report and recommendations. If it is decided that the employee's performance is unsatisfactory, it may be determined that the employee:

- a. is reassigned to other duties; or**
- b. has their salary or classification reduced; or**
- c. has their employment with the DPC terminated.**

43 Additional Information

Further information about managing underperformance is available in DPC Guidelines.

Part D - Hours of Work and Flexible Working Arrangements

Work/Life Balance

- 44 **Work/Life Balance** The DPC 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. Directors and employees will ensure that flexible working arrangements are used to provide a balance between personal and work commitments and also to identify opportunities for improved productivity.

Hours of Work

- 45 **Ordinary Hours of Work** The ordinary hours of work for full time DPC non-ongoing 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.
- 46 **Standard Hours** The standard hours for a working day for employees, other than employees working part-time or 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.
- 47 **Standard Hours (Shiftwork)** The standard hours for a working day of a shiftwork employee will be their rostered hours of work.
- 48 **Leave Accrual** An employee's leave accrual, credits and deductions, will be calculated in accordance with their ordinary hours of work.
- 49 **Additional Flexitime Accrual** An employee's flexitime credits and debits will be calculated in accordance with the employee's ordinary hours of work. However flexitime 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.
- 50 **Advising of Absence without Prior Approval** Employees must advise Census Administration of their absence from the workplace by 10:00am, or as soon as practicable, on the day of the intended absence.
- Shiftworkers must advise Census Administration any time prior to shift commencement and up to two hours from shift commencement, or otherwise as soon as practicable.
- 51 **Recording Attendance** Employees are required to record, on the appropriate attendance register, the actual time of workplace arrival, departure and any breaks, (excluding specified work breaks referred to in clause 155) taken during the day, as they occur.

Christmas Closedown

- 52 Christmas Closedown** The DPC will be closed for business on the two working days between Christmas Day and New Year's Day (Christmas Closedown). A full time employee is entitled to paid time off on the two working days during Christmas Closedown in recognition for working four minutes per day more than the ordinary hours of work. A part time employee will be entitled to pro-rata paid time off in recognition for working in excess of their ordinary hours of work (i.e. for the time that the part time employee would normally have worked).

Flexitime

- 53 Flexitime** Flexitime 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 DPC.
- 54 Bandwidth** The bandwidth in which flexitime will operate is 7.30am to 6.00pm, 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).
- 55 Eligibility** All DPC1 to DPC6 employees, except for employees on shiftwork or management-initiated part time work arrangements, are eligible to participate.
- 56 Settlement Period** For the purposes of flex credits and debits, there is a two week settlement period commencing on the payday Thursday and ceasing on a Wednesday.
- 57 Core Hours** 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.
- 58 Hours of Duty** 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.

The DPC 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.

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

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

- 59 **Managing the Work Program** Employees will work reasonable additional hours on flextime, by agreement, to meet peaks in the work program.
- 60 **Payout of Flex Credits** Employees may elect to convert up to ten hours of flex credits into salary at the end of any settlement period, provided their remaining flex credit is not less than 15 hours. A loading of 25% of the employee's nominal hourly rate will apply to flex credits paid out under this scheme. Participation in this scheme is voluntary.
- 61 **Maximum Credit Carryover** The maximum flex credit which may be carried from one settlement period to the next is 30 hours for full time employees and pro-rata for part time employees.
- 62 **Excessive Flex Credits** Should flex credits exceed the maximum credit carryover at the end of the settlement period, 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.
- 63 **Maximum Debit Carryover** The maximum flex debit which may be carried from one settlement period to the next is ten hours.
- 64 **Excessive Flex Debits** 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.
- 65 **Flex Credits on Cessation from the DPC** Where there is a flex credit remaining on cessation of employment with the DPC, the outstanding credit will be paid at single time rates in the employee's final monies.
- 66 **Recovery of Flex Debits on Cessation from the DPC** Where there is a flex debit remaining on cessation, the outstanding debit will be recovered from the employee's final monies.
- 67 **Flex Leave** 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.

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| 68 | Reversion to Standard Hours | <p>Access to flextime will be withdrawn and an employee will revert to standard hours if a line manager considers on reasonable grounds that the:</p> <ul style="list-style-type: none"> a. employee's attendance is unsatisfactory; or b. employee is misusing the flextime arrangements. |
| 69 | Notice of Reversion | Reasonable notice in writing, of at least three working days, must be given prior to reversion under clause 68. |
| 70 | Review of Decision | The decision to remove access to flextime will be reviewed at least monthly. Access to flextime will be restored when an employee and their line manager agree that the circumstances applicable in clause 68 no longer apply. |
| 71 | Meeting Times | To assist DPC employees to meet their personal responsibilities, meetings should be scheduled to meet the needs of participants where possible. |
| 72 | Additional Information | Further information about flextime arrangements is available in DPC Guidelines. |

Overtime

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| 73 | Reasonable Additional Hours | The work program for an area will be managed within the patterns of attendance under clauses 45 to 47. In exceptional circumstances where there are clear operational requirements, an employee may be required to work reasonable amounts of overtime to ensure the timely delivery of the DPC work program. |
| 74 | Approval to Work Overtime | Overtime must be approved in advance, and is subject to requirements 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. |
| 75 | Refusal to Work Overtime | <p>An employee may refuse to work overtime where the requirement to work overtime is unreasonable having regard to:</p> <ul style="list-style-type: none"> 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. |

- 76 Eligibility for Payment** Overtime is payable for work which is directed to be performed by DPC1 to DPC6 employees and is:
- a. In excess of seven hours and 25 minutes and performed after 4:55pm; or
 - b. in excess of seven hours and 25 minutes where the line manager and employee agree to waive 24 hours' notice of overtime; or
 - c. outside the bandwidth; or
 - d. for part time employees where work performed exceeds their ordinary hours on that day; or
 - e. not continuous with ordinary duty; or
 - f. where an employee is required to perform emergency or restriction duty; or
 - g. on weekends, public holidays and during the Christmas Closedown.

Clause 93 outlines separate overtime provisions for employees on shiftwork.

- 77 Rates of Payment** 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.

- 78 Minimum Payments** Where an eligible DPC1 to DPC6 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.

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.

- 79 Emergency Duty** 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.
- 80 Restriction Duty** Where an employee who has been restricted under clauses 188 to 189, is required to perform extra duty in connection with that restriction duty, overtime will be paid.
- 81 Minimum Break After Extra Duty** 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.
- 82 Additional Information** Further information about overtime arrangements is available in DPC Guidelines.

Part Time Working Arrangements

- 83 Definition** Employees who work part-time hours are those whose regular hours of work are less than 36 hours 45 minutes a week (based on the ordinary hours of work).
- 84 Part Time Work Requests** Employees engaged on a full-time basis, or on management-initiated part-time working arrangements under clause 85, may request to work on a regular part-time basis. Requests may be agreed subject to operational requirements.
- 85 Management-initiated Part Time Work Arrangements** Employees engaged on management-initiated part-time working arrangements will be required to work specified hours of duty.

As management-initiated part-time employees do not have access to flex time, line managers will be reasonable in managing one-off or short-term variations to hours subject to operational requirements.
- 86 Reversion to Full Time Hours** Employees who are engaged on management-initiated part-time working arrangements have no automatic rights of conversion to full-time work. Reversion arrangements for employees on employee-initiated part-time working arrangements are in DPC Guidelines.
- 87 Short Term Variation to Hours** Short-term variations to employee-initiated part-time working arrangements will be managed on a case by case basis, and subject to specific approval having regard to operational requirements.
- 88 Additional Information** Further information about part time working arrangements is available in DPC Guidelines.

Shiftwork

- 89 Shiftworkers** Employees are classed as shiftwork employees if they are rostered to perform ordinary duty on a shift, any part of which falls between the hours of 6:00pm to 7:30am Monday to Friday, and/or weekends and public holidays. Shift rosters will be continuous and will specify the commencing and finishing times of working hours of duty of the respective shifts. Unless they were engaged to a shiftwork position, employees will not be required to work shiftwork without their agreement.
- 90 Shift Penalties** Employees who are rostered to perform their hours of duty outside the hours of 7.30am to 6.00pm 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 6:00pm to 7:30am 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 6:00pm to 7:30am, 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.
- 91 Shiftworkers on Annual Leave** Shift penalty payments will continue to be made in respect of any duty which would have been performed had an employee not been on approved Annual Leave, excluding public holidays.
- 92 Additional Rosters or Variation to Hours of Duty** Introduction of an additional roster or variation to the hours of duty pertaining to an existing roster may be approved, after consultation with affected employees, and where they choose, their representatives (including union representatives). Notwithstanding, a change to rostered hours of duty can be by mutual consent at any time or by amendment of the roster on seven days' notice.
- In the absence of consent or seven days' notice, employees will be paid the appropriate overtime penalty rates for work outside the previously rostered hours of duty. Payment of penalty rates on this basis will be continued for each changed shift until employees have received seven days' notice of shift change.

Shiftworkers, with approval, can exchange shifts by mutual agreement provided that the arrangement does not give any employee entitlement to overtime payment.

- 93 **Overtime** 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.
- 94 **Break between Shift Cycles** Shift rosters will be continuous, and provide for two days break between shift cycles.
- 95 **Additional Annual Leave Credit** 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.

Non Approval of Flexible Working Arrangements

- 96 **Non Approval of Flexible Working Arrangements** Where an employee has had a formal application for flexible working arrangements (e.g. part time arrangements) rejected, the DPC Director, Census Administration will advise the employee of the reason(s) for the decision in writing, including reasons relating to operational requirements. The line manager and employee will, if necessary, consider alternative arrangements.

Employment Outside the DPC

- 97 **Employment Outside the DPC** DPC employees must not engage in outside employment, either paid or unpaid, which:
- a. would place them in conflict with their DPC responsibilities, or could lead to a reasonable perception that they have placed themselves in conflict with their DPC responsibilities; or
 - b. is likely to adversely affect their efficiency in the performance of their DPC responsibilities.
- 98 **Approval** Employees are required to seek approval before engaging in outside employment. Failure to disclose the commencement of outside employment, or continuation of outside employment after denial of approval, may result in misconduct action which may include the possible termination of an employment contract.
- 99 **Additional Information** Further information relating to employment outside the DPC is in DPC guidelines.

- 105 Annual Leave Loading** Annual Leave Loading has been rolled into base salaries from the commencement of this Agreement. Any Annual Leave Loading accrued and not paid as at the commencement of this Agreement will be paid out as a lump sum.
- 106 Additional Information** Further information about Annual Leave is available in DPC Guidelines.

Personal Leave

- 107 Purpose** 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; or
 - c. are attending a funeral, other than where Compassionate Leave applies.
- 108 Accrual** Employees, except those receiving a loading in lieu of leave, will accrue Personal Leave on the basis that:
- a. five days will accrue progressively over the first two calendar months;
 - b. seven days will accrue progressively for the next 10 calendar months; and
 - c. one day will accrue progressively for each completed month of service thereafter.
- 109 Accumulated Personal Leave** All accrued Personal Leave accumulates if not used. Accumulated Personal Leave cannot be paid out in any circumstances.
- 110 Advising of Absence** In line with clause 50, employees must notify the DPC as soon as practicable of their absence or their intention to be absent.
- 111 Approval for Extended Personal Leave for Caring Purposes** 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.
- 112 Documentary Evidence** With respect to Personal Leave for personal illness, injury, medical appointments and caring purposes, suitable documentary evidence is required for leave in excess of two consecutive days. Applications for Personal Leave, which are not accompanied by suitable documentary evidence, may have such leave (or part thereof), determined to be an unauthorised absence.

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.

- 113 Personal Leave Without Pay** 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.

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.

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*.

- 114 Additional Information** Further information about Personal Leave is available in DPC Guidelines.

Miscellaneous Leave

- 115 Purpose** Miscellaneous Leave provides access to paid leave for purposes not covered elsewhere in this Agreement.

- 116 Approval** Miscellaneous Leave is subject to approval and supporting evidence may be required.

- 117 Circumstances** 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.

- 118 Additional Information** Further information about Miscellaneous Leave is available in DPC Guidelines.

Defence Reserve Leave

- 119 Defence Reserve Members** Employees who are members of the Defence Reserve will be granted up to four weeks paid Defence Reserve Leave per year to undertake Defence Reserve service and training. Two weeks additional paid leave may also be provided for employees to attend initial Defence Reserve employment training.

120 Additional Information Further information about Defence Reserve Leave is available in DPC Guidelines.

Community Service Leave

121 Emergency Services 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.

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.

122 Advising of Absence In line with clause 50, employees must notify the DPC as soon as practicable of their absence or their intention to be absent.

123 Additional Information Further information on Community Service Leave is available in DPC Guidelines.

Compassionate Leave

124 Compassionate Leave 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. up to four days per occasion on the bereavement of a member of the employee's immediate family, or a member of the employee's household (two days of which is covered by clause 124 a. above).

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

126 Additional Information Further information about Compassionate Leave is available in DPC Guidelines.

Leave Without Pay (LWOP)

- 127 Purpose Except as provided for under clause 136, LWOP will only be approved in exceptional circumstances and is subject to approval in advance.
- 128 Approval 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 DPC.
- 129 Supporting Evidence The employee may be required to provide supporting evidence to assist consideration of an application for LWOP.
- 130 Conditions LWOP may be granted for the period of the request or for another period and approval may be subject to conditions.
- 131 Service Implications Unless otherwise determined LWOP will not count as service for any purpose.
- 132 Additional Information Further information about LWOP is available in DPC Guidelines.

Parental Leave

- 133 Maternity Leave 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.
- 134 Additional Two Weeks Employees eligible to receive 12 weeks paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973* are entitled to receive an additional two weeks paid leave under this Agreement. That is, eligible employees receive a total of 14 weeks paid leave.
- 135 Adoption Leave The Australian Statistician will grant an employee, who has a minimum continuous period of 12 months APS service, leave on full pay for a period of 14 weeks for the purposes of adopting an eligible adoptive child. Adoption Leave counts as service for all purposes.
- 136 Parental Leave Without Pay Employees (including those with less than 12 months service) may access Leave Without Pay for parental or adoption purposes. Employees who have completed at least 12 months continuous service in the Australian Public Service are entitled to unpaid Parental Leave consistent with the *Fair Work Act 2009*.

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| 137 | New Parent Responsibilities | Up to ten days LWOP will be available for the supporting partner (non-primary care giver) immediately following the birth or adoption of their child. |
| 138 | Additional Information | Further information about Parental Leave is available in DPC Guidelines. |

Long Service Leave (LSL)

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| 139 | Accrual | Long Service Leave will accrue and be available to eligible employees in accordance with the <i>Long Service Leave (Commonwealth Employees) Act 1976</i> . Absences must be taken for a minimum of seven consecutive calendar days with the granting of such leave subject to operational requirements. |
| 140 | Additional Information | Further information about LSL arrangements is available in DPC Guidelines. |

Absence Without Approval

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| 141 | Absence Without Approval | Where an employee is absent from duty without approval, it will be without pay and will not count as service for any purpose. Where an employee fails to perform their duties because of an unauthorised absence, termination under Section 29 (4) of the <i>Public Service Act 1999</i> may be considered. |
| 142 | Effect on Salary and Benefits | 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

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| 143 | Recognised Public Holidays | <p>Employees will be entitled to the following paid public holidays which will be observed each year:</p> <ol style="list-style-type: none"> a. 1 January (New Year's Day); b. 26 January (Australia Day); c. Good Friday and the following Saturday and Monday; d. 25 April (Anzac Day); e. the relevant Queen's Birthday observance day; f. 25 December (Christmas Day); g. 26 December (Boxing Day). |
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In addition to the public holidays provided, employees will be entitled to one day's paid leave on the next normal working day after the Boxing Day holiday. This day will be treated as a public holiday for the purpose of this Agreement.

Employees in receipt of a loading in lieu of leave will generally not be required to attend work on public holidays and therefore will not receive payment for public holidays. If an employee receiving a loading in lieu of leave is rostered to work on a public holiday, the employee is entitled to payment at full pay for their ordinary hours of work on that day.

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.

- 144 **Substituted Public Holidays** In accordance with Victorian law, a substitute day or part-day for a day or part-day that would otherwise be a public holiday prescribed above, the substitute day or part-day will instead be observed as the public holiday.
- 145 **Additional Public Holidays** Employees will also be entitled to a paid public holiday in respect of any day or part-day declared or prescribed under Victorian law, to be observed generally in Victoria or the relevant part of Victoria and this includes:
- a. Melbourne Cup Day; and
 - b. the relevant Labour Day observance.
- 146 **Cultural or Religious Holidays Substitution Scheme** Where a line manager and an employee agree, a cultural or religious day of significance to the employee may be substituted for any public holiday prescribed above. When an employee cannot work on a day for which a substituted holiday has been granted, the affected employee will be required to make up time, as agreed with their line manager, without entitlement to overtime payment.
- 147 **Payment for Public Holidays** Public holidays will be paid at full pay except where the public holiday falls within a period of Leave Without Pay, as defined in clauses 127 to 132, in which case no payment will be made.
- 148 **Public Holidays During Periods of Leave** If a period during which an employee takes paid Annual Leave or paid Personal Leave (for personal illness or injury or caring responsibilities) includes a day that is a public holiday that the employee would otherwise have observed, the employee is taken not to be on paid Annual Leave or paid Personal Leave on that public holiday.

General Leave Conditions

- 149 Non Approval of Leave** Where an employee has had a formal application for leave rejected, the line manager will advise the employee of the reason(s) for the decision in writing relating to genuine operational requirements. The manager and the employee will consider alternative arrangements if required.
- 150 Leave Substitution** Employees on 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.
- 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.
- 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.
- 151 Other Legislated Leave Provisions** Other forms of legislated leave (e.g. War Service Leave) may be recognised.

Additional Leave

- 152 Exceptional Circumstances** 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.

Part F – Healthy Workplace

Occupational Health and Safety (OHS)

153 Commitment to a Safe and Healthy Work Environment The DPC 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.

The aim is to create and maintain a safe and healthy work environment and fulfil responsibilities under the *Occupational Health and Safety Act 1991*. The ABS Health and Safety Management Arrangements, as amended from time to time, will apply.

154 Employee Responsibilities 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 DPC 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.

Break From Specified Duties

155 Break From Specified Duties The DPC will require employees to take appropriate paid breaks from specified duties, for OHS purposes. If employees are operating screen based equipment (SBE) a break will reduce the possibility of occupational strains and/or deterioration of eyesight. Such breaks are not designed as periods of inactivity, but rather when other work, which involves a change in posture or focus, is performed. The length and frequency of any break will be determined by DPC management, after consultation with employees, supervisors and Health and Safety Representatives, and will be designed to best suit the operational requirements of an individual work area.

Influenza Vaccinations

156 Influenza Vaccination Program As part of its commitment to the health and safety of its employees, the DPC will offer an annual program to assist employees who choose to be vaccinated against influenza. The DPC 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.

Support for Employees

- 157 Employee Assistance Program** The DPC 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.
- 158 Eyesight Testing** Where employees are engaged in tasks involving screen-based equipment, the DPC will, as soon as possible after commencement, arrange for and meet the costs of an initial examination by an optometrist. If the optometry tests show that referral to an ophthalmologist is necessary in connection with operation of screen-based equipment by employees, the cost of that examination will also be met. The results of all tests will be confidential, and employees will be directly advised of the results and any recommendations.
- 159 Spectacle Reimbursement** 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 (fixed for the term of this Agreement). Employees who are covered by a private health fund for optical benefits should seek initial reimbursement from their health fund, and then seek additional reimbursement from the DPC, up to the limits allowable, if there is any shortfall.
- 160 Additional Information** Further information about eyesight testing and spectacle reimbursement is available in DPC Guidelines.

Building or Other Disruption

- 161 Disruption** Where building or other activities cause disruption or discomfort in at the DPC, the DPC 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.

Part G – Human Resource Procedures

Form of Employment

- 162 Form of employment In accordance with section 22 of the *Public Service Act 1999*, employees will be engaged for:
- a. a specified term or the duration of a specified task;
or
 - b. duties that are irregular or intermittent.

Training

- 163 Training The DPC 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 DPC work schedules and objectives.

Workplace Diversity

- 164 Commitment Consistent with the APS Values, DPC Management is committed to the principles of fairness, equity and diversity in employment. All DPC employees have a responsibility to uphold and demonstrate these principles in the conduct of their day to day work.
- Through the ABS Workplace Diversity Program the DPC 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. uphold and promote equity and procedural fairness in decision making;
 - d. encourage and assist employees to balance work and individual needs;
 - e. 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
 - f. foster an environment free of harassment, including bullying.

Separation from the DPC

- 165 Resignation from the DPC** A resignation will take effect on a day that the DPC is open for business i.e. not on a weekend, public holiday or during the Christmas Closedown period.
- 166 Death of an Employee** 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.

Incapacity Termination and Reduction on the Grounds of Incapacity

- 167 Procedures** 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 DPC Guidelines.
- 168 Review** The DPC and/or the employee may request the Superannuation Board to reconsider any decision made by the Board regarding termination on the grounds of incapacity.
- An employee who is reduced in work level under these provisions may seek a review of that decision.

Termination of Employment

- 169 Termination of Employment** The Australian Statistician may terminate the employment of an employee in accordance with section 29 of the *Public Service Act 1999*.
- 170 Notice Period** Employees engaged for a period of three months or more will be provided a minimum of two weeks' notice, or payment in lieu of notice, on early termination of their contract where the reason for the termination is non-availability of work.

171 Right of Review

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.

Termination of, or a decision to terminate, employment cannot be reviewed under the dispute resolution procedure outlined in this Agreement.

172 Instant Dismissal

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 H – Travel and Allowances

Official Travel

- 173 Principle** 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 DPC.
- 174 Payment of Travel Costs** Accommodation and taxi fares will be paid on an actual cost basis. Employees will be provided with a prepaid allowance for meals and incidentals. Other reasonable travel costs will be reimbursed.
- 175 Travel Rates** Current rates for travel related allowances are in DPC Guidelines. These rates will be adjusted in line with advice provided by agreed accredited providers and other recognised sources.
- 176 Part Day Travel** 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 is not absent overnight, will be paid an allowance of \$40.00 which will apply during the life of this Agreement.
- 177 Recognition of Travel Time** Where an employee is required to undertake official travel within the bandwidth, time will be recorded as work hours.
Where an employee who is eligible for flextime is required to undertake official travel outside the bandwidth, time may be claimed as flextime at single time rate.
- 178 Class of Travel** Where required to travel on official DPC business, 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.
- 179 Minimum Break after Evening Travel** 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.
- 180 Additional Information** Further information about official travel is available in DPC Guidelines.

Temporary Assignment Allowance (TAA)

- | | | |
|-----|---|---|
| 181 | Assignment of Duties | Employees may be temporarily assigned to other duties at their substantive level to meet operational requirements. |
| 182 | Temporary Assignment at a Higher Work Value | Employees may be temporarily assigned to other duties at a higher work value level according to the DPC Work Level Standards. This may be for developmental purposes. |
| 183 | Payment of Temporary Assignment Allowance (TAA) | TAA is payable where an employee occupies a position at a higher classification level which is temporarily vacant for a period of two days or more. |
| 184 | Additional Information | Further information about TAA is available in DPC Guidelines. |

Overtime Meal Allowance (OMA)

- | | | |
|-----|-------------------------------|--|
| 185 | Purpose | OMA provides reasonable compensation to employees who are required to work overtime beyond a prescribed meal period. |
| 186 | Prescribed Meal Periods | 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. |
| 187 | Rate and Method of Adjustment | The OMA rate payable from the date when this Agreement comes into effect is \$25.80. These rates will be adjusted annually in line with rates provided by an agreed subscription service provider. |

Restriction Allowance

- | | | |
|-----|-----------|---|
| 188 | Purpose | Restriction allowance is payable where DPC requires an employee to be contactable and available to work for a specified period outside standard hours. |
| 189 | Provision | 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 adjusted in line with general salary increases under this Agreement. |

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.

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

First Aid Allowance

- 190 Eligibility** **Where an employee possesses a current First Aid Certificate (Senior First Aid level or equivalent) and has recognised first aid responsibilities within the DPC, the employee will be paid a first aid allowance of \$19.65 per fortnight. The rate will be adjusted in line with general salary increases under this Agreement.**
- 191 Additional Information** **Further information about First Aid allowance is available in DPC Guidelines.**

Loss, Damage and Indemnity

- 192 Provisions** **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.**
- 193 Additional Information** **Further information about Loss, Damage and Indemnity is available in DPC Guidelines.**

Part I – Working Together

Values and Conduct

- 194 **Employee Responsibility** Employees must be aware of, and adhere to, the APS Values and Code of Conduct, and act with integrity and professionalism.
- 195 **APS Code of Conduct** 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 DPC guidelines.

Cooperative Workplace Relations

- 196 **Commitment** In addition to the model term set out at clause 198, the following consultative framework is established because the DPC is committed to effective workplace relations that value communication and cooperation. Consistent with this framework, the DPC 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 DPC will genuinely seek to reach agreement with employees and their chosen representatives (including union representatives).
- 197 **Consultative Framework** The DPC consultative framework involves:
- a. Line managers as an important conduit for communication and consultation in the DPC 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. The DPC Consultative Forum comprising DPC management, elected employee representatives and representatives of unions, who are parties covered by the Agreement. This Forum complements 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; and
 - c. 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.

**198 Consultation
Term**

(1) This term applies if:

- a. the employer has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise; and**
- b. the change is likely to have a significant effect on employees of the enterprise.**

(2) The employer must notify the relevant employees of the decision to introduce the major change.

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

(4) If:

- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and**
- b. the employee or employees advise the employer of the identity of the representative;**

the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

- a. discuss with the relevant employees:**
 - i. the introduction of the change; and**
 - ii. the effect the change is likely to have on the employees; and**
 - iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and**
- b. for the purposes of the discussion – provide, in writing, to the relevant employees:**
 - i. all relevant information about the change including the nature of the change proposed; and**
 - ii. information about the expected effects of the changes on the employees; and**
 - iii. any other matters likely to affect the employees.**

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

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(8) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (2), (3) and (5) are taken not to apply.

(9) In this term, a major change is *likely to have a significant effect on employees* if it results in:

- a. the termination of the employment of employees; or**
- b. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or**
- c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or**
- d. the alteration of hours of work; or**
- e. the need to retrain employees; or**
- f. the need to relocate employees to another workplace; or**
- g. the restructuring of jobs.**

(10) In this term, *relevant employees* means the employees who may be affected by the major change.

199 Freedom of Association

The DPC 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.

200 Health and Safety

Specific consultative arrangements as required under the *Occupational Health and Safety Act 1991* will also apply.

201 Reasonable Time and Facilities

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 J – Resolving Workplace Issues and Dispute Resolution

Employee Support and Representation

- 202 Resolving Issues at the Workplace Level** 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.
- All processes should seek to resolve the issue at the workplace level, by discussions between the employee, their chosen representatives, and their line manager.
- 203 Support Person** 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.
- 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.
- 204 Representative** 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. A representative will be dealt with in good faith. The ABS and relevant unions shall maintain an agreed framework of rights and obligations for union representatives which is consistent with the principles set out in Australian Government policy.
- 205 Additional Information** Further information about Employee Support and Representation is available in DPC Guidelines.

Dispute Resolution

206 Dispute Resolution

(1) If a dispute relates to:

- a. a matter arising under the Agreement; or**
- b. the National Employment Standards;**

this term sets out procedures to settle the dispute.

(2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

(3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

(4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.

(5) 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.

(6) 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.**

(7) The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

207 Additional Information

Further information about dispute resolution is available in DPC Guidelines.

DPC SALARY RATES

Classification	DPC Designation	Pay Point	Salary effective from commencement of this Agreement * \$	Salary effective from 7 July 2011 3.0% \$	Salary effective from 5 July 2012 1.6% \$
APS 1	DPC1	1	38,068	39,210	39,837
		2	38,449	39,602	40,236
		3	38,833	39,998	40,638
		4	39,221	40,398	41,044
		5	39,613	40,801	41,454
APS 2	DPC2	1	43,085	44,378	45,088
		2	43,516	44,821	45,538
		3	43,951	45,270	45,994
		4	44,391	45,723	46,455
		5	44,835	46,180	46,919
APS3	DPC3	1	49,070	50,542	51,351
		2	49,561	51,048	51,865
		3	50,057	51,559	52,384
		4	50,558	52,075	52,908
		5	51,064	52,596	53,438
APS 4	DPC4	1	55,240	56,897	57,807
		2	55,792	57,466	58,385
		3	56,350	58,041	58,970
		4	56,914	58,621	59,559
		5	57,483	59,207	60,154
APS 5	DPC5	1	61,614	63,462	64,477
		2	62,230	64,097	65,123
		3	62,852	64,738	65,774
		4	63,481	65,385	66,431
		5	64,116	66,039	67,096
APS 6	DPC6	1	70,083	72,185	73,340
		2	70,784	72,908	74,075
		3	71,492	73,637	74,815
		4	72,207	74,373	75,563
		5	72,929	75,117	76,319

*Salaries effective from the commencement of this Agreement provide for the roll in of Annual Leave Loading and an increase in base salaries of 1.0%

DEFINITIONS

ABS means the Australian Bureau of Statistics.

Agreement means the *Australian Bureau of Statistics, 2011 Census of Population and Housing, Data Processing Centre Enterprise Agreement 2010-2012*.

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

Australian Statistician means Australian Statistician or delegate.

Continuity of service means that there has been no break in an employee's service with eligible government employers, as determined by the Australian Statistician. However, continuity of service is recognised as being maintained for Long Service Leave purposes if a break in service is not more than 12 months and is recognised as being maintained for Personal Leave purposes if a break in service is not more than two months.

DPC means the 2011 Census of Population and Housing Data Processing Centre.

Eligible Adoptive Child means:

- a. a child who is, or will be, under 16 (except with respect to paid adoption leave, where the child is or will be under school age) 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 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.

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.

Immediate family is inclusive of the wide range of lifestyles of employees. It includes any person dependent on the employee for care or support such as a relation by blood (for example parent, child, sibling, grandparent), marriage (including current or former de facto relationships, without discrimination in interpretation as to sexual preference), adoption or fostering.

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.

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

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

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

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.

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SIGNATORIES

Employer

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

Signed 

Full Name: Brian Pink

Title: Australian Statistician

Agency: Australian Bureau of Statistics

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

Date: 4th March 2011

Bargaining Representative: CPSU the Community and Public Sector Union

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

Signed 

Full Name: Rupert Evans

Title: CPSU Deputy Secretary

Address: 10/440 Collins Street, Melbourne, VIC, 3000

Date: 3rd March 2011