



Note: This agreement is to be read together with the undertaking attached at the end of this agreement. The undertaking is taken to be a term of the agreement.

Australian Bureau of Statistics Enterprise Agreement 2024-2027



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Section 1: Technical Matters

Title

1. This agreement will be known as the *Australian Bureau of Statistics Enterprise Agreement 2024-2027*.

Parties to the Agreement

2. This agreement covers:
 - a. the Australian Statistician, for and on behalf of the Commonwealth of Australia as the employer;
 - b. all employees in the Australian Bureau of Statistics (ABS) employed under the PS Act other than Senior Executive Service employees or equivalent; and
 - c. subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation/s which were a bargaining representative for this agreement: Community and Public Sector Union (CPSU).

Operation of the Agreement

3. This agreement will commence operation seven days after approval by the Fair Work Commission.
4. This agreement will nominally expire on 28 February 2027.

Delegations

5. The Australian Statistician may delegate to or authorise any person to perform any or all of the Australian Statistician's powers or functions under this agreement, including the power of delegation, and may do so subject to conditions.

National Employment Standards (NES) Precedence

6. The terms of this agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of the ABS in any respect when compared with the NES.

Closed Comprehensive Agreement

7. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.

8. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.
9. Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

Individual Flexibility Arrangements

10. The Australian Statistician and an employee covered by this 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
 - vi. leave and leave loading; and
 - b. the arrangement meets the genuine needs of the ABS and employee in relation to one or more of the matters mentioned in clause 10(a); and
 - c. the arrangement is genuinely agreed to by the Australian Statistician and employee.
11. The Australian Statistician must ensure that the terms of the individual flexibility arrangement:
 - a. are about permitted matters under section 172 of the FW Act;
 - b. are not unlawful terms under section 194 of the FW Act; and
 - c. result in the employee being better off overall than the employee would be if no arrangement was made.
12. The Australian Statistician must ensure that the individual flexibility arrangement:
 - a. is in writing;
 - b. includes the name of the ABS and employee;
 - 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;
 - ii. how the arrangement will vary the effect of the terms;

- iii. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - e. states the day on which the arrangement commences.
- 13. The Australian Statistician must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 14. 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.
- 15. The Australian Statistician and employee are to review the individual flexibility arrangement at least every 12 months.

Definitions

16. The following definitions apply to this agreement:

ABS means the Australian Bureau of Statistics.

APS agency means an agency whose employees are employed under the PS Act, including an agency as defined in section 7 of the PS Act whose employees are employed under that Act.

APS consultative committee means the committee established by the APS Commissioner to consider matters pertaining to the (APS) employment relationship and of interest to the APS as a whole.

Agreement means the *Australian Bureau of Statistics Enterprise Agreement 2024-2027*.

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

APS means the Australian Public Service.

Australian Defence Force Cadets means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

Australian Statistician means the Australian Statistician of the ABS or the Australian Statistician's delegate.

Bandwidth means the span of hours during which an employee can perform ordinary hours.

Broadband refers to the allocation of more than one approved classification by the Australian Statistician to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the *Public Service Classification Rules 2000*. A broadband encompasses the full range of work value of the classifications contained within it.

Casual employee (irregular or intermittent employee) means an employee engaged under section 22(2)(c) of the PS Act who:

- a. is a casual employee as defined by the FW Act; and
- b. works on an irregular or intermittent basis.

Classification or classification level means the approved classifications as set out in rule 5 of the *Public Service Classification Rules 2000*.

Child means a biological child, adopted child, foster child, step child, or ward.

De facto partner means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee. This includes former de facto partner.

Delegate means someone to whom a power or function has been delegated.

Dependant means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.

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

Employee means an employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this agreement (whether full-time, part-time or casual, ongoing or non-ongoing).

Employee representative means a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this agreement.

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

Family means:

- a. a spouse, former spouse, de facto partner or former de facto partner of the employee;
- b. a child, parent, grandparent, grandchild, or sibling of the employee;
- c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
- d. a member of the employee's household;
- e. any person dependent on the employee for care or support such as a relation by blood; or
- f. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

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

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

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

Full-time employee means an employee employed to work an average of 37 hours and 5 minutes per week in accordance with this agreement.

FW Act means the *Fair Work Act 2009* as amended from time to time.

Manager means an employee's direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters, and may include a person referred to as a supervisor.

ML Act means the *Maternity Leave (Commonwealth Employees) Act 1973* as amended from time to time and any successor legislation.

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

Normal work location means the employee's work location as identified in the employee's letter of offer or other documentation. If no location was specified, the Australian Statistician may specify a location by advising the employee in writing. The Australian Statistician and employee may agree to vary the employee's location on a temporary or permanent basis.

Non-ongoing employee means an employee engaged under section 22(2)(b) of the PS Act for a specified term or for the duration of a specified task, and consistent with the FW Act.

NES means the National Employment Standards at Part 2-2 of the FW Act.

Ongoing employee means an employee engaged under section 22(2)(a) of the PS Act.

Ordinary hours, duty or work means an employee's usual hours worked in accordance with this agreement and does not include additional hours.

Parliamentary service means employment under the *Parliamentary Service Act 1999*.

Partner means a spouse (including a former spouse) or de facto partner (including a former de facto partner).

Part-time employee means an employee employed to work less than an average of 37 hours and 5 minutes per week in accordance with this agreement.

Primary caregiver for the purposes of the parental leave clause means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

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

PS Act means the *Public Service Act 1999* as amended from time to time.

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.

Relevant employee means an affected employee.

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.

Secondary caregiver for the purposes of the parental leave clause means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

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.

Section 2: Remuneration

Salary

17. Salary rates will be as set out in Attachment A: Base Salaries of this agreement. The salary rates set out in Attachment A have incorporated the salary increases to salary set out in clause 18 below.
18. The base salary rates of eligible employees will:
 - a. be increased by 4.0 per cent from the first full pay period on or after 1 March 2024 (14 March 2024);
 - b. increase by 3.8 per cent from the first full pay period on or after 1 March 2025 (13 March 2025); and
 - c. increase by 3.4 per cent from the first full pay period on or after 1 March 2026 (12 March 2026).
19. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Attachment A were calculated based on base salary rates as at 31 August 2023.
20. An employee will be an “eligible employee” for the purpose of clause 18 unless the employee’s salary is above the maximum pay point of the salary range for their classification 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 a general salary increase. In those circumstances, if an increase to the salary range for the employee’s classification under clause 18(a), (b) or (c) results in the maximum pay point for the employee's classification exceeding the employee's maintained salary, then the employee’s salary will be increased to the maximum pay point for their classification (and no higher).

Payment of Salary

21. Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee’s choice, based on their annual salary using the following formula:

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

Note: This formula is designed to achieve a consistent fortnightly pay rate without significant variability year-to-year. It reflects that the calendar year is not neatly divisible into 26 fortnightly periods. There are 313 fortnightly pay cycles within a 12-year period.

Hourly Rate

22. An employee’s hourly rate is calculated based on the following formula:

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

Salary Setting

23. Where an employee is engaged or where the nominal salary of an APS employee who moves to the ABS is below the minimum of the relevant ABS salary range, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Australian Statistician determines a higher salary under these salary setting clauses.
24. Where an APS employee moves to the ABS at level from another APS agency, and their nominal salary is within the relevant salary range of the relevant classification, they will transfer at their nominal salary.
25. Where an APS employee moves to the ABS at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the employee will transfer at their 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.
26. The Australian Statistician may determine the payment of salary at a higher value within, or above the maximum of, the relevant salary range of the relevant classification and the date of effect at any time. Where payment of salary is determined above the maximum of the 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.
27. In determining a salary under these salary setting clauses, the Australian Statistician will have regard to a range of relevant factors including the employee's experience, qualifications and skills.
28. Where an ongoing APS employee is promoted, the employee's salary will be the greater of:
 - a. the minimum of the salary range; or
 - b. the salary that will provide a 5 per cent increase, if the difference between the employee's nominal salary prior to promotion and the minimum of the new salary range is less than 5 per cent; or
 - c. for existing ABS employees, the employee's salary resulting from a relevant assessment for salary advancement purposes.
29. Where an employee commences ongoing employment in the ABS immediately following a period of non-ongoing employment in the ABS for a specified term or task, the Australian Statistician will determine the payment of the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the ABS.
30. Where an employee commences ongoing employment in the ABS immediately following a period of casual employment in the ABS, the Australian Statistician will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the ABS.

31. Where an employee agrees, in writing, to either temporarily or permanently perform work at a lower classification, the Australian Statistician will determine in writing, that the employee will be paid a rate of salary applicable to the lower classification, having regard to the employee's experience, skills, qualifications and the relevant Work Level Standard. This will usually be at the top of the range of the lower classification.
32. Where the Australian Statistician determines that an employee's salary has been incorrectly set, the Australian Statistician may determine the correct salary and the date of effect.

Salary Advancement

Eligibility for Salary Advancement

33. To be eligible for salary advancement, an employee must have:
 - a. at least 6 months aggregate eligible service in ABS at or above the relevant classification during the relevant Development and Performance Framework cycle; and
 - b. an active Development and Performance Agreement for the relevant Development and Performance Framework cycle unless there is a justifiable reason.
34. If an employee has less than 6 months of aggregate eligible service, the Australian Statistician may exercise their discretion to determine a higher salary under clause 26 of this agreement.
35. Eligible service for salary advancement purposes includes:
 - a. periods of paid leave and unpaid parental leave;
 - b. periods of unpaid leave that count as service; and
 - c. service while employed on a non-ongoing basis.
36. During a period of unpaid parental leave employees will be eligible to advance a maximum of one pay point or its equivalent regardless of the length of unpaid parental leave.
37. Employees who undertake at least 6 months aggregate higher duties during the Development and Performance Framework cycle, and satisfy other eligibility criteria, will be eligible for salary advancement at their substantive and acting classifications, and any intervening classifications, subject to the maximum of the salary range not being exceeded.
38. Assessment for salary advancement purposes for employees on higher duties will be retained for all future periods of higher duties, or promotion to, the same classification regardless of time elapsed.
39. Casual, Cadet APS and Trainee APS employees are not eligible for salary advancement.

Assessment for Salary Advancement

40. The following two point scale will be used for assessment for salary advancement purposes:

Performance Expectations Met or Exceeded

Meeting all or most performance expectations and may be exceeding, or

significantly exceeding, expectations in some, most or all areas.

Performance Expectations Not Met

Performing below performance expectations.

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

Salary Advancement for APS1 – EL1 Employees

42. 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*.
43. Subject to the maximum of the salary range not being exceeded, employees who are assessed as *Performance Expectations Met or Exceeded* will have their salaries increased by one pay point or its equivalent. Where employees' salaries are below pay point 2 prior to salary advancement, the equivalent of a pay point increase equals the difference between pay point 1 and pay point 2 of the relevant salary range.
44. Employees whose salaries are above pay point 2 and below pay point 3, and who are assessed as *Performance Expectations Met or Exceeded*, will move to pay point 3 of the relevant salary range.

Salary Advancement for EL2 Employees

45. 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*.
46. An EL2 employee cannot progress beyond pay point 3 unless the criteria set out in clause 49 have been satisfied.
47. 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.
48. Employees whose salaries are above pay point 2 and below pay point 3, and who are assessed as *Performance Expectations Met or Exceeded*, will move to pay point 3 of the relevant salary range.

EL2 Additional Pay Point

49. For an EL2 employee to advance beyond pay point 3, the following criteria must be satisfied:
 - a. there must be a role of 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.

Superannuation

50. The ABS will make compulsory employer contributions as required by the applicable legislation and fund requirements.
51. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
52. The ABS will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the ABS payroll system.

Method for Calculating Superannuation Salary

53. The ABS will provide an employer contribution of 15.4 per cent of the employee's Ordinary Time Earnings (OTE) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation funds.
54. Employer contributions will be made for all employees covered by this agreement.
55. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Payment During Unpaid Parental Leave

56. For employees in the PSSap and other accumulation funds, employer contributions will be paid on periods of unpaid parental leave at the employee's nominal salary.

Salary Packaging

57. 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.
58. 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.

Further Information

59. Further information about salary packaging is available in ABS Guidelines.

Overpayments

60. An overpayment occurs if the ABS provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
61. Where the Australian Statistician considers that an overpayment has occurred, the Australian Statistician will provide the employee with notice in writing. The notice will provide details of the overpayment.
62. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Australian Statistician in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.

63. If after considering the employee's response (if any), the Australian Statistician confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
64. The Australian Statistician and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
65. The ABS and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
66. Interest will not be charged on overpayments.
67. Nothing in clauses 60 to 66 prevents:
 - a. the ABS from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - b. the ABS from pursuing recovery of the debt through other available legal avenues; or
 - c. the employee or the ABS from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Supported Wage System

68. An employee may be paid a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:
 - a. have a disability;
 - b. meet the criteria for a Disability Support Pension; and
 - c. are unable to perform duties to the capacity required.
69. Specific conditions relating to the supported wage system are detailed in Attachment B – Supported Wage System.

Section 3: Allowances and Reimbursements

Higher Duties Allowance

70. Where a role needs to be filled for 2 or more working weeks, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
71. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the Australian Statistician.
72. Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
73. Where an employee is assigned only part of the higher duties, the Australian Statistician will determine the amount of allowance payable.
74. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement is at least 2 working weeks.
75. The Australian Statistician may shorten the qualifying period for higher duties allowance on a case-by-case basis.

Motor Vehicle Allowance (MVA)

76. 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.
77. 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.
78. The MVA rates payable from the date this agreement comes into effect are:

Item	Engine Capacity (non-rotary)	Engine Capacity (rotary)	Rate (cents per kilometre)
1	Above 2,600cc	Above 1,300cc	106
2	1,601 to 2,600cc	801 to 1,300cc	105
3	1,600cc and under	800cc and under	82

79. In circumstances where there is no engine size (for example, electric vehicles), the following rate would apply; 82 cents per kilometre.
80. These rates will be adjusted at least annually in line with rates provided by the subscription service provider.

Further Information

81. Further information about MVA is available in ABS Guidelines.

Overtime Meal Allowance (OMA)

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

Prescribed Meal Periods

83. 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.

Rate and Method of Adjustment

84. The OMA rate payable from the date this agreement comes into effect is \$35.65.

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

Restriction Allowance

86. 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.

87. 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 payable is:

Rate from Commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$5.98 per hour	\$6.21 per hour	\$6.42 per hour

88. As a salary-related allowance, the rate will increase in line with general salary increases. These increases are incorporated in the rates in the table above.

89. 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.

90. An employee cannot work overtime and be paid restriction allowance for the same period.

ABS Issued Communications Technology

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

Loss, Damage and Indemnity

92. 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.

Further Information

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

School Holiday Family Care

94. 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.

Reimbursement of Expenses

95. The ABS will meet out of pocket expenses incurred by employees to a maximum amount of \$31.36 per child per day from the commencement of this agreement.
96. This amount will increase in 2024, 2025 and 2026, and the amount of the increase will be calculated using the annual increase in the All Groups (Australia) Consumer Price Index (CPI) to the June quarter as published by the ABS. The increase will be effective from the publication date by the ABS.

Further Information

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

Eyesight Testing

98. 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.

Spectacle Reimbursement

99. 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 this agreement, the quantum of the reimbursement may be reviewed and the Australian Statistician may adjust the reimbursement as a result of the review.

Further Information

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

Workplace Responsibility Allowances

101. A workplace responsibility allowance will be paid where an employee is appointed by the ABS or elected by eligible peers to one or more of the following roles:
- a. First Aid Officer;
 - b. Health and Safety Representative;
 - c. Emergency Warden;
 - d. Harassment and Workplace Support Officer; and
 - e. Mental Health First Aid Officer.
102. Where the elected Health and Safety Representative is unavailable for a period of two weeks or more, the Deputy Health and Safety Representative will be paid a workplace responsibility allowance.
103. The workplace responsibility allowance rate payable to employees who perform one or more eligible roles is:

Rate from Commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight

104. As a salary-related allowance, the rate will increase in line with general salary increases. These increases are incorporated in the rates in the table above.
105. An eligible employee is entitled to the full rate of workplace responsibility allowance regardless of part-time or other flexible work arrangements.
106. The Australian Statistician may approve the payment of additional workplace responsibility allowances where an employee performs more than one role due to operational requirements.
107. An employee's physical availability to undertake the role will be considered when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment and Workplace Support Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.
108. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full rate, as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

Community Language Allowance

109. A community language allowance will be paid where the Australian Statistician determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the Australian Statistician. Further information is included in ABS Guidelines.
110. The allowance is paid in accordance with the employee's level of competency:

Rate	Standard	Rate from Commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the Australian Statistician, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the Australian Statistician.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

111. The allowance is calculated annually and paid fortnightly.
112. The full allowance is payable regardless of flexible work and part-time arrangements.
113. The allowance is payable during periods of paid leave.
114. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

Other Allowances

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

Section 4: Classifications

Work Level Standards

116. The APS Work Level Standards continue to operate and describe the work at each of the classification levels in this agreement, consistent with the *Public Service Classification Rules 2000*, made in accordance with section 23 of the PS Act.

Graduate Development Program

117. Employees locally titled as ABS graduates will be engaged at the APS4 classification. The entry pay point for ABS graduates will be assessed in accordance with the employee's qualifications, work experience, skills and abilities, and will usually be APS4 pay point 1.
118. 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.
119. On completion of the Graduate Development Program, and subject to meeting required performance standards, ABS graduates will be advanced to APS4 pay point 3.
120. ABS graduates who do not complete the Graduate Development Program, or do not meet required performance standards, will remain on their current APS4 salary and are eligible to apply for the next Graduate Development Program.

Further Information

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

Section 5: Working Hours and Arrangements

Job Security

Commitment to Ongoing Employment and Rebuilding APS Capacity

122. The APS is a career-based public service. In its engagement decisions, the ABS recognises that the usual basis for engagement is as an ongoing APS employee.

Reporting

123. Where a consultative committee is in place, the ABS will report to the ABS consultative committee on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by the ABS.

Pathways to Permanency

124. The ABS and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, the ABS recognises that a proactive approach, including regularly reviewing casual and non-ongoing arrangements, is both a fair and efficient approach to supporting ongoing employment as the usual form of employment.

Casual (Irregular or Intermittent) Employment

125. A casual (irregular or intermittent) employee is defined in the definitions section.

126. A decision to expand the use of casual employees is subject to the consultation section of this agreement.

127. The ABS will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.

128. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.

129. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.

130. A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.

131. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

Non-Ongoing Employment

132. A non-ongoing employee is defined in the definitions section.

133. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
- a. personal/carer's leave accrual at clauses 262 to 264;
 - b. redundancy provisions at clauses 527 to 561, subject to clause 134; and
 - c. purchased annual leave at clauses 255 to 258.
134. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clauses 527 to 561 will apply.
135. If the redundancy provisions apply to an employee under clause 134, the agency must adhere to the consultation requirements at clauses 476 to 492 and clauses 529 to 530.

Working Hours

Ordinary Hours of Work

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

Standard Hours

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

Standard Hours (Shiftwork)

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

Standard Hours (Rostered Work)

139. The ABS seeks to balance operational requirements with flexibility and certainty for rostered employees. In doing so, the ABS will provide rosters in advance and endeavour to meet shift preferences where possible.
140. Rostered work will only take place where:
- a. employees are engaged to work rostered hours; or
 - b. employees agree to work rostered hours; and
 - c. there is a genuine business requirement.
141. Any proposal to introduce new rostering arrangements to a business area will be subject to consultation with affected employees and their union or representative in accordance with clauses 476 to 496.

142. The bandwidth in which rostered work will operate is 7.00am to 7.00pm, Monday to Friday.
143. The ordinary hours of work for a full-time rostered employee is 7 hours and 25 minutes per day, pro-rata for part-time rostered employees.
144. The standard hours for a working day of a rostered employee will be their rostered hours of work.
145. ABS will not require rostered employees to work more than:
- a. 7 hours and 25 minutes per day (pro-rata for part-time employees); or
 - b. five consecutive hours without a break of at least 30 minutes.
146. Rostered work will be subject to the general conditions for payment of overtime and emergency duty. Duty will be considered overtime where it is performed outside the normal rostered hours of work on that day, or in excess of the weekly ordinary hours of duty.
147. While the general provisions of flextime at clauses 151 to 174 do not apply to rostered employees, rostered employees may vary working hours, patterns and arrangements with the agreement of their line manager.

Further Information

148. Further information is available in ABS guidelines.

Leave Accrual

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

Flextime Accrual

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

Flextime

151. 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.

Bandwidth

152. The bandwidth in which flextime will operate is 7.00am to 7.00pm, Monday to Friday. This may be varied to suit local needs by agreement between management and affected employees in accordance with clause 228.

Eligibility

153. All APS1 to APS6, Cadet APS and Trainee APS employees, other than employees who work rostered hours or shiftwork, are eligible to participate.

Full-Time Settlement Period

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

Part-Time Settlement Period

155. 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.

Core Hours

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

Hours of Duty

157. 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.

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

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

Managing the Work Program

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

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

Maximum Credit Carryover

162. 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.

Excessive Flex Credits

163. 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.

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

Maximum Debit Carryover

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

Excessive Flex Debits

166. 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.

Clearing Flex Debits on Cessation from the ABS

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

Recovery of Flex Debits on Cessation from the ABS

169. Where there is a flex debit remaining on cessation, the outstanding debit will be recovered from the employee's final monies in accordance with clauses 60 to 67.

Flex Leave

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

Reversion to Standard Hours

171. 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.

Notice of Reversion

172. Reasonable notice in writing must be given prior to reversion under clause 171.

Review of Decision

173. The decision to withdraw access to flextime should be reviewed at regular intervals, usually monthly but after not more than three months. Access to flextime will be restored when the circumstances applicable in clause 171 no longer apply.

Further Information

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

Executive Level Time Off in Lieu (EL TOIL)

175. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
176. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the ABS.
177. A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
178. The working arrangements for an EL employee should be agreed through discussion between the manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
179. An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.
180. The pattern of hours is to be flexible enough to accommodate short-term peaks and troughs in workload, and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
181. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

Overtime

Reasonable Additional Hours

182. The work program for an area will be managed within the patterns of attendance under clauses 136 to 150. 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.

Approval to Work Overtime

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

Refusal to Work Overtime

184. 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.

Eligibility for Payment

185. Overtime is payable for work which is directed to be performed by APS1 to APS6, 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 per cent 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.
186. Clause 198 outlines separate overtime provisions for employees on shiftwork.

Rates of Payment

187. 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 single time 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.

Minimum Payments

188. Where an eligible APS1 to APS6, 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.
189. 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.

Emergency Duty

190. 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.

Restriction Duty

191. Where an APS1 to APS6 employee or EL1 employee who has been restricted under clauses 86 to 90, is required to perform extra duty in connection with that restriction duty, overtime will be paid.

Flex Time/Time Off in Lieu Option

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

Minimum Break After Extra Duty

193. 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.

Further Information

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

Shiftwork

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

Changes to Shifts

196. In accordance with clauses 493 to 496 the ABS will consult with employees and their representatives as soon as practicable after proposing to introduce a change to an employee's shift cycle.

Shift Penalties

197. 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 per cent 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 per cent 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 per cent 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 per cent 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 per cent of the employee's salary for the whole of that shift.

Overtime

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

Break Between Shift Cycles

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

Additional Annual Leave Credit

200. Employees, who work an eligible shift roster, accrue additional annual leave at the rate of one week per annum, which will accrue on a daily 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.

Flexible Working Arrangements

201. The ABS, employees and their union recognise:
- a. the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
 - b. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;

- c. access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
 - d. that flexibility applies to all roles in the ABS, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - e. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
202. The ABS is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the ABS at all levels. This may include developing and implementing strategies through an ABS consultative committee.
203. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

Requesting Formal Flexible Working Arrangements

204. The following provisions do not diminish an employee's entitlement under the NES.
205. An employee may make a request for a formal flexible working arrangement.
206. The request must:
- a. be in writing;
 - b. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - c. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
207. The Australian Statistician must provide a written response to a request within 21 days of receiving the request.
208. The response must:
- a. state that the Australian Statistician approves the request and provide the relevant detail in clause 209; or
 - b. if following discussion between the ABS and the employee, the ABS and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
 - c. state that the Australian Statistician refuses the request and include the following matters:
 - i. details of the reasons for the refusal; and
 - ii. set out the ABS' particular business grounds for refusing the request, explain how those grounds apply to the request; and

iii. either:

- set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or
- state that there are no such changes; and

iv. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.

209. Where the Australian Statistician approves the request this will form an arrangement between the agency and the employee. Each arrangement must be in writing and set out:

- a. any security and work health and safety requirements;
- b. a review date (subject to clause 213); and
- c. the cost of establishment (if any).

210. The Australian Statistician may refuse to approve the request only if:

- a. the ABS has discussed the request with the employee; and
- b. the ABS has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
- c. the ABS and the employee have not reached such an agreement; and
- d. the ABS has had regard to the consequences of the refusal for the employee; and
- e. the refusal is on reasonable business grounds.

211. Reasonable business grounds include, but are not limited to:

- a. the new working arrangements requested would be too costly for the ABS;
- b. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
- c. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;

- d. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - e. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
 - f. it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
212. For First Nations employees, the ABS must consider connection to country and cultural obligations in responding to requests for altering the location of work.
213. Approved flexible working arrangements will be reviewed by the ABS and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

Varying, Pausing or Terminating Flexible Working Arrangements

214. An employee may request to vary an approved flexible working arrangement in accordance with clause 206. An employee may request to pause or terminate an approved flexible working arrangement.
215. The Australian Statistician may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 217.
216. The Australian Statistician must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
217. Prior to the Australian Statistician varying, pausing or terminating the arrangement under clause 215, the ABS must have:
- a. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
 - b. genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
 - c. had regard to the consequences of the variation, pause or termination for the employee;
 - d. ensured the variation, pause or termination is on reasonable business grounds; and
 - e. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 208(c).

Working From Home

- 218. The ABS will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
- 219. The ABS may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
- 220. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
- 221. The ABS will provide employees with guidance on working from home safely.
- 222. Employees will not be required by the ABS to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the ABS will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-Hoc Arrangements

- 223. Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
- 224. Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 225. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 204 to 213.
- 226. The ABS should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
- 227. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the ABS should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering Span of Hours

- 228. An employee may request to work an alternative regular span of hours (bandwidth hours). If approved by the Australian Statistician, hours worked on this basis will be treated as regular working hours and will not attract overtime payments. The ABS will not request or require that any employee alter their regular span of hours (bandwidth hours) under these provisions.

Part-Time Work

- 229. Employees engaged on a full-time basis will not be compelled to convert to part-time employment, and employees engaged on a part-time basis will not be compelled to convert to full-time employment.
- 230. A part-time employee will be engaged for a minimum of 3 hours per day (or an alternative period agreed by the Australian Statistician and the employee) and will be continuous on any one day.

Christmas Closedown

231. 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.
232. 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.
233. There will be no deduction from annual or personal leave credits for the closedown days.

Public Holidays

234. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
 - a. 1 January (New Year's Day);
 - b. 26 January (Australia Day);
 - c. Good Friday and the following Monday;
 - d. 25 April (Anzac Day);
 - e. the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - f. 25 December (Christmas Day);
 - g. 26 December (Boxing Day); and
 - h. 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 2009* from counting as a public holiday.
235. If a public holiday falls on a Saturday or Sunday, and 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.
236. The Australian Statistician 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. The Australian Statistician and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
237. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.

238. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, purchased annual leave, paid personal/carer's leave, or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay.)
239. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 234.
240. An employee, who is absent on a day or part day that is a public holiday in their normal work location, 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 normally have worked on that day.
241. Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the Australian Statistician may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.
242. Where, in a cycle of shifts on a regular roster, a shiftworker 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.

Section 6: Leave

Annual Leave

- 243. 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.
- 244. Employees (other than casual employees) are entitled to 4 weeks (20 days) paid annual leave per year of service (pro-rata for part-time employees). Annual leave accrues and is credited daily, and may be accessed as it accrues.
- 245. 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.
- 246. Where annual leave is cancelled by ABS or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.
- 247. Employees will receive payment in lieu of any untaken annual leave upon separation from the APS.

Cash Out of Annual Leave

- 248. 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.
- 249. 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.

Excess Annual Leave

- 250. 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 shiftworkers 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.
- 251. An employee, who has not eliminated their excess annual leave by 1 May in the same year or commenced such reduction, may be directed to take annual leave by 1 June, and not attend work. A reasonable period of notification to take annual leave will be provided to the employee.
- 252. 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.

Employees Stationed in Darwin

- 253. Existing employees continuously stationed in Darwin with ABS from 1 June 2001 will receive an extra five days annual leave per annum.

Further Information

254. Further information about annual leave is available in ABS Guidelines.

Purchased Annual Leave

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

256. All ongoing employees may apply to participate in purchased annual leave arrangements.

257. Purchased annual leave 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.

258. Purchased annual leave:

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

Further Information

259. Further information about the purchased annual leave scheme is available in ABS Guidelines.

Personal/Carer's Leave

Entitlement

260. Employees (other than casual employees) are entitled to 18 days paid personal/carers' leave per annum (pro-rata for part-time employees).

261. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.

Accrual

262. Ongoing employees will be credited with 18 days personal/carers' leave (pro-rata for part-time employees) upon commencement with the APS.

263. On completion of 12 month's eligible service, the employee's personal/carers' leave will accrue and be credited daily (subject to transitional arrangements at clauses 265 to 266).

264. Non-ongoing employees will be credited with 18 days personal/carers' leave per annum (pro-rata for part-time employees and pro-rata for the employee's initial contract period capped to a maximum of 18 days) upon commencement with the ABS. After the initial contract period or

12 months' eligible service, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue and be credited daily.

Transitional Arrangements for Ongoing Employees Employed Prior to 1 January 2025

265. Until 31 December 2024, ongoing employees will accrue and be credited 18 days personal/carer's leave (pro-rata for part-time employees) on completion of each 12 month period of eligible service.
266. From 1 January 2025 until 31 December 2025, ongoing employees will receive a pro-rata accrual on their 12 month personal/carer's leave anniversary date to cover the period until 1 January 2026 when daily accrual commences.
267. From 1 January 2026, personal/carer's leave will accrue and be credited daily in accordance with clause 263.
268. Where an employee:
 - a. has, or cares for someone with, a chronic condition or other ongoing illness; or
 - b. is recovering from surgery; or
 - c. is pregnant; or
 - d. is returning from parental leave or has a child commencing day care;

and, as a result of the transition to daily accrual of personal/carer's leave on 1 January 2026, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carer's leave, the Australian Statistician will advance the employee's accrual up to the 12 month anniversary when their leave would otherwise be credited.

Usage

269. Personal/carer's leave is provided for employees who are unable to attend work because they:
 - a. are ill, injured, or have a medical appointment;
 - b. are managing a chronic condition;
 - c. are required to provide care or support to members of their family or household who are ill or injured, or experience an unexpected emergency;
 - d. have special or exceptional circumstances such as moving house, personal emergency situations or snap transport strikes;
 - e. are attending a funeral, other than where compassionate leave applies;
 - f. have parenting responsibilities following the adoption or fostering of a child, and are not eligible for paid parental leave; and/or
 - g. are attending their graduation ceremony.

270. Nothing in clause 269 shall operate to reduce the entitlement of 10 days of paid personal/carer's leave for each year of service under the NES.

Carers

271. A person that an employee has caring responsibilities for may include a person who needs care because they:

- a. have a medical condition, including when they are in hospital;
- b. have a mental illness;
- c. have a disability;
- d. are frail or aged; and/or
- e. are a child, not limited to a child of the employee.

Evidence

272. With respect to personal/carer's Leave for personal illness, injury, medical appointments and caring purposes, suitable documentary evidence may be requested for leave in excess of eight days per leave year, or leave in excess of three consecutive days.

273. Acceptable evidence includes:

- a. a certificate from a registered health practitioner;
- b. a statutory declaration; or
- c. another form of evidence approved by the Australian Statistician.

274. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

Half Pay Option

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

Personal Leave Without Pay

276. Where an employee has exhausted their personal/carer's leave and the employee provides suitable documentary evidence of personal illness or injury, the personal/carer's leave will be without pay.

277. Continuous unpaid personal/carer's leave for personal illness or injury to a total of 78 weeks, less any periods of paid personal/carer's leave, will count as service for all purposes. Any

further continuous periods of unpaid personal/carer's leave will not count as service except for long service leave purposes.

278. On the provision of suitable documentary evidence, two days per occasion of unpaid personal/carer's leave will be granted for caring purposes where paid personal/carer's leave has been exhausted.
279. Non-ongoing employees who receive a loading in lieu of paid leave will have access to unpaid personal/carer's leave for caring purposes of two days per occasion consistent with the FW Act.

Accumulated Personal/Carer's Leave

280. All accrued personal/carer's leave accumulates if not used. Accumulated personal/carer's leave cannot be paid out in any circumstances.

Notification to Line Manager

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

Further Information

282. Further information about personal/carer's leave is available in ABS Guidelines.

Portability of Leave

283. Where an employee moves into the ABS from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
284. Where an employee is engaged in the ABS immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
285. Where an employee is engaged as an ongoing employee in the ABS, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
286. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
287. Where an employee is engaged as an ongoing employee in the ABS, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 284), the Australian Statistician will recognise any unused accrued personal/carer's leave at the employee's request. The Australian Statistician will advise the employee of their ability to make this request.

288. Where an employee is engaged as an ongoing employee in the ABS, and immediately prior to the engagement the person was employed by a State or Territory Government, the Australian Statistician may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
289. For the purposes of clauses 283 to 288, an employee with a break in service of not more than 2 calendar months is considered to have continuity of service.

Leave Without Pay (LWOP)

290. LWOP may be approved for a variety of purposes including, but not limited to:
- a. parental leave purposes (refer also to parental leave clauses 317 to 335);
 - 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.
291. 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.
292. Applicants may be required to provide supporting evidence to assist consideration of an application for LWOP.
293. LWOP may be granted for the period of the request or for another period and approval may be subject to conditions.
294. Unless otherwise determined, LWOP in excess of 30 calendar days in the accrual period will not count as service for annual leave and personal leave purposes.

Further Information

295. Further information about LWOP is available in ABS Guidelines.

Re-crediting of Leave

296. When an employee is on:

- a. annual leave;
- b. purchased leave;
- c. defence reservist leave;
- d. First Nations ceremonial leave;
- e. NAIDOC leave;
- f. cultural leave;
- g. long service leave; or
- h. flex leave, and

becomes eligible for, under legislation or this agreement:

- a. personal/carer's leave;
- b. compassionate or bereavement leave;
- c. jury duty;
- d. emergency services leave;
- e. leave to attend to family and domestic violence circumstances; or
- f. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

297. When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.

298. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

Long Service Leave

299. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

300. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clauses at 296 to 298 of this agreement.

Miscellaneous Leave

301. Miscellaneous leave provides access to leave for purposes not covered elsewhere in this agreement.
302. Miscellaneous leave may be granted in, but is not limited to, the following circumstances:
 - a. participation in major international sporting events; or
 - b. participation in National Aboriginal and Islander Day Observance Committee Week activities; or
 - c. where a member of an employee's immediate family or household suffers an illness or sustains an injury that poses a serious threat to their life, or on the bereavement of a member of an employee's immediate family or household and where the Delegate approves the leave having regard to the individual circumstances of the employee.
303. The Australian Statistician may grant additional miscellaneous leave, with or without pay, which may or may not be determined to count as service.
304. The Australian Statistician may grant paid miscellaneous leave to a casual employee experiencing Family and Domestic Violence. Further information regarding Family and Domestic Violence Support is at clauses 382 to 398 of this agreement.
305. The Australian Statistician may grant miscellaneous leave with or without pay, which may or may not be determined to count as service to a casual employee for purposes specified by Government directive.

Further Information

306. Further information about miscellaneous leave is available in ABS Guidelines.

Cultural, Ceremonial and NAIDOC Leave

NAIDOC Leave

307. First Nations employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.
308. NAIDOC leave can be taken in part days.

First Nations Ceremonial Leave

309. First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
310. The Australian Statistician may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
311. First Nations ceremonial leave can be taken as part days.
312. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural Leave

- 313. The Australian Statistician may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
- 314. The Australian Statistician may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 315. Cultural leave can be taken as part days.
- 316. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses 309 to 312.

Parental Leave

- 317. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 318. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.
- 319. For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements, and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.
- 320. Conditions in this agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this agreement.

Payment During Parental Leave

- 321. An employee is entitled to parental leave with pay as per clauses 323 and 324 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee's parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
- 322. Employees newly engaged in the ABS or who have moved to the ABS from another APS agency are eligible for the paid parental leave in clauses 323 and 324 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 323 and 324, the balance is available to the employee.
- 323. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in the table below:

Primary Caregivers - Circumstances for Paid Parental Leave

Paid Leave Entitlement Under the ML Act	Additional Parental Leave With Pay Under This Agreement For the Primary Caregiver
12 weeks' paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks
No ML Act eligibility or coverage	18 weeks

324. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in the table below:

Secondary Caregivers - Circumstances for Paid Parental Leave

Period Which Coincides With the Parental Leave Period for the Secondary Caregiver	Parental Leave With Pay Under This Agreement
Date of commencement of this agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 27 February 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

325. **Flexibility:** Parental Leave with pay, whether provided as maternity leave under the ML Act or under this agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part-time work arrangement, and can be taken concurrently with another parent in relation to the same child.
326. **Rate of Payment** during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.
327. **Half-Pay Option:** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

Adoption and Long-Term Foster Care

328. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:
- a. is under 16 as at the day (or expected day) of placement;
 - b. has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
 - c. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
329. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

Stillbirth

330. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.
331. A stillborn child is a child:
- a. who weighs at least 400g at delivery or whose period of gestation was 20 weeks or more; and
 - b. who has not breathed since delivery; and
 - c. whose heart has not beaten since delivery.

Pregnancy Loss Leave

332. A pregnant employee who experiences, or an employee whose spouse or partner experiences, pregnancy loss is entitled to one week's paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
333. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

Premature Birth Leave

334. In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose spouse or partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with Parental leave in this agreement, noting the parental leave period commences on the child's date of birth.

Transitional Provisions

335. Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 334 until after the legislated paid maternity leave is used.

Compassionate Leave

336. Employees will be eligible for 3 days paid compassionate leave on each occasion when:

- a. a member of their family (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
- b. the employee or their partner has a miscarriage.

337. An employee may be asked to provide evidence to support their absences on compassionate leave.

338. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

339. For casual employees, compassionate leave is unpaid.

Bereavement Leave

340. Employees will be eligible for 3 days paid bereavement leave on each occasion when:

- a. a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
- b. a child is stillborn, where the child was a member of their family (including a member of their household).

341. An employee may be asked to provide evidence to support their absences on bereavement leave.

342. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

343. For casual employees, bereavement leave is unpaid.

Emergency Response Leave

344. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:

- a. the time engaged in the activity;
- b. reasonable travelling time; and
- c. reasonable recovery time.

345. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The Australian Statistician may provide additional emergency response leave with pay. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
346. Paid leave may be refused where the employee's role is essential to the ABS' response to the emergency.
347. An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.
348. The Australian Statistician may approve reasonable paid or unpaid leave for ceremonial duties and training.
349. Emergency response leave, with or without pay, will count as service.

Jury Duty

350. Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
351. Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
352. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
353. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the ABS for the period of absence. This will be administered in accordance with the overpayments clause.

Defence Reservist Leave

354. The Australian Statistician will give an employee leave with or without pay to undertake:
 - a. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
 - b. Australian Defence Force Cadet obligations.
355. An employee who is a Defence Reservist can take leave with pay for:
 - a. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
 - b. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
356. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
357. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:

- a. Australian Navy Cadets;
 - b. Australian Army Cadets; and
 - c. Australian Air Force Cadets.
358. In addition to the entitlement at clause 355, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
359. Paid defence reservist leave counts for service.
360. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
361. Unpaid leave taken over 6 months counts as service, except for annual leave.
362. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

Defence Service Sick Leave

363. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
- a. war-like service; or
 - b. non-war like service.
364. An eligible employee can get 2 types of credits:
- a. an initial credit of 9 weeks (45 days) defence service sick leave (pro-rata for part-time employees) will apply as of the later below option:
 - i. they start employment with the APS; or
 - ii. DVA certifies the condition; and
 - b. an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part-time employees).
365. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
366. Unused annual credits can be built up to 9 weeks.
367. An employee cannot use annual credits until the initial credit is exhausted.
368. Defence service sick leave is paid and counts as service for all purposes.

Leave to Attend Proceedings

369. An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
370. An employee who is not covered under clause 369, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the ABS.
371. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Australian Statistician if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
372. The Australian Statistician may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

Section 7: Employee Support and Workplace Culture

Blood Donation

373. An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and employers will consider employees on duty.
374. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

Vaccinations

375. The ABS will offer annual influenza vaccinations to all employees at no cost.
376. Where the ABS requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

Employee Assistance Program

377. Employees, their partners, and their dependants/children will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by the ABS and will be accessible on paid time.

Safe Workplaces

Commitment to a Safe and Healthy Work Environment

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

Respect at Work

Principles

379. The ABS values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The ABS recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
380. The ABS recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance, including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

Consultation

381. The ABS will consult with employees and their unions in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

Family and Domestic Violence Support

382. The ABS will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
383. The ABS recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
384. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
385. An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- a. illness or injury affecting the employee resulting from family and domestic violence;
 - b. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
 - c. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
 - d. making arrangements for the employee's safety, or the safety of a close relative;
 - e. accessing alternative accommodation;
 - f. accessing police services;
 - g. attending court hearings;
 - h. attending counselling; and
 - i. attending appointments with medical, financial or legal professionals.
386. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
387. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
388. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
389. Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
390. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.

391. Evidence may be requested to support the ABS in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the ABS will require, unless the employee chooses to provide another form of evidence.
392. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
393. The ABS will take all reasonable measures to treat information relating to family and domestic violence confidentially. The ABS will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the ABS may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
394. Where the ABS needs to disclose confidential information for purposes identified in clause 393, where it is possible the ABS will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
395. The ABS will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
396. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
397. The ABS will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.

Further Information

398. Further information about leave and other support available to employees affected by family and domestic violence is available in ABS Guidelines.

Integrity in the APS

399. The ABS understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or ABS decisions.
400. Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the PS Act.

401. Employees can, during their ordinary work hours, take time to:
- a. access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
 - b. attend ABS mandated training about integrity.

First Nations Cultural Competency Training

402. The Australian Statistician will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this agreement or any new substantive, ongoing EL2 employees who commence within the first 6 months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.
403. Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

Diversity

404. 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.
405. Through its Workplace Diversity Program the ABS aims to:
- a. ensure that its corporate, business and human resource plans recognise and utilise the diversity of its employees;
 - b. provide a workplace that recognises and utilises the diversity of its employees, including employees with lived experience;
 - 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 orientation, breastfeeding, gender identity, intersex status, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
 - g. foster an environment free of harassment, including bullying.

Lactation and Breastfeeding Support

406. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
407. The ABS will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 408. In considering whether a space is appropriate, an agency should consider whether:
 - a. there is access to refrigeration;
 - b. the space is lockable; and
 - c. there are facilities needed for expressing such as appropriate seating.
408. Where it is not practicable for an ABS site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
409. The ABS will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
410. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.

Further Information

411. Further information is available in ABS Guidelines.

Disaster Support

412. Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the Australian Statistician will consider flexible working arrangements to assist the employee to perform their work.
413. Where flexible working arrangements are not appropriate, the Australian Statistician may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.
414. In considering what period of leave is appropriate, the Australian Statistician will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

Section 8: Performance and Development

Development and Performance Framework

Principles

415. Effective development and performance management is fundamental to the achievement of productivity improvement, and a culture of continuous improvement.
416. The ABS Development and Performance Framework (DPF) is designed to increase organisational performance by supporting all employees to maximise their performance through individual development, job satisfaction and positive, trusted working relationships.
417. All employees will actively participate in the DPF. The DPF 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, including discussions around reasonable customisations and support to enable employees to perform their roles in a productive and inclusive workplace;
 - 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.
418. All managers are responsible and accountable for the effective operation of the DPF including helping to develop individuals, improving team performance, and addressing any identified performance which is less than effective.
419. Employees will engage constructively and in good faith with performance management processes, in accordance with the APS Code of Conduct.
420. The DPF focuses on regular ongoing conversations between managers and employees, ensuring discussion around development and performance is a continuous and important element of working within the ABS. Feedback should be supportive, whether in praise for a job well done, or as constructive advice for improving performance. Feedback is most effective when given close to the event. Respectful communication should set the tone, and simple gestures, such as a "thank you" or seeking opinions and advice can strengthen working relationships and promote ongoing discussion.

421. The DPF operates on a twelve month cycle. The cycle comprises five main components:
- a. discussion and creation of Development and Performance Agreement (DPA);
 - b. regular and ongoing, two way feedback between the employee and the manager;
 - c. formal mid-cycle assessment and review discussion;
 - d. formal end-cycle assessment and review discussion; and
 - e. career development discussion, including capability assessment and longer term development strategies.
422. The DPA is designed to improve each employee understanding of their role, their performance expectations and behaviours as well as helping them identify their development needs. The process of articulating development needs is also a valuable mechanism to help inform the ABS at a broader level about capability gaps and learning and development needs so that appropriately targeted programs can be developed and implemented.
423. Performance and development are the responsibility of each employee. The manager's role is to provide the assistance, guidance and the means required to ensure every reasonable opportunity is given to the employee in order for them to meet the expected standard of performance and to assist the employee pursue appropriate development opportunities. The DPA should identify specific learning and development and support to help the employee both perform their current role, and develop their skills with a view to their professional development.
424. In developing a DPA, managers and employees engage in discussions and negotiate agreements ensuring they are realistic, achievable and measurable. The discussion will take into account the skills and resources needed to achieve results, and will be expressed as simply, unambiguously and objectively as possible. It is essential that the business expectations in an employee's DPA are clearly aligned with the ABS Corporate Plan, Office, Divisional and/or Branch Plans.
425. The DPA will cover:
- a. the role the employee has in meeting work plans and objectives within the work group;
 - b. performance expectations;
 - c. business expectations – what will be achieved;
 - d. behaviours – how will the performance expectations be achieved; and
 - e. the development objectives for the current cycle and how they will be achieved.

Managing Underperformance

Principles

426. The ABS will support the management of employees who are not performing to the required standard in accordance with the following principles:
- a. raising and discussing work performance issues with employees as they arise;
 - b. providing clear and assessable responsibilities and performance expectations;
 - c. providing support to an employee, including coaching and development opportunities, to assist in improving their performance to the required standard;
 - d. taking individual circumstances into account, including any health issues;
 - e. applying natural justice principles and giving employees an opportunity to respond to concerns about their performance;
 - f. applying transparent processes to ensure procedural fairness through a 'no surprises' culture; and
 - g. maintaining open, honest and two way communication at all times.

Performance Improvement

427. Line managers will identify work performance issues and work with employees to address these as they arise. This may include (but is not limited to) the provision of ad-hoc refresher training, or additional feedback from managers. Additional support will be determined based on discussion between the employee and their manager.
428. Where there are ongoing concerns with an employee's performance, the line manager will advise the employee so that they can work with them to improve performance to the required standard. This will involve the development of a performance improvement plan with clear and measurable objectives, provision of regular and appropriate feedback and ongoing assessment, and provision of any appropriate relevant training and/or coaching. All actions to improve an employee's performance must be documented and provided to the employee.
429. A performance improvement plan should include:
- a. a statement of the specific area or areas requiring improvement;
 - b. the expected performance outcomes including clear and assessable objectives;
 - c. strategies to improve work performance, including relevant training and development opportunities, support, coaching and on-the-job training, and the opportunity to apply this in the workplace;
 - d. documented feedback on and assessment of work performance, on a regular basis and at agreed times; and

- e. a summary of final outcomes, including whether the employee has achieved the required standard of performance.
430. In developing a performance improvement plan, managers should focus on the key issues (maximum of five) which need to be addressed to improve performance.
431. During the course of a performance improvement plan, an employee will have the right to be accompanied to all meetings by a support person or union representative.
432. All actions to improve an employee's performance must be documented and provided to the employee. A reasonable period of time for work performance to improve to the required standard must be given. The time-frame may vary depending on issues and whether or not there has been progressive performance improvement during the duration of the plan.
433. If the employee achieves the required standard of performance, this process will be deemed complete.

Managing Underperformance

434. Where the employee does not achieve the required standard of performance during the performance improvement process, a managing underperformance process, involving an independent assessment, will be implemented to assess the employee's work performance.
435. The ABS will seek to appoint a person acceptable to the Delegate and the employee from outside the employee's section to conduct the independent assessment. In addition, the ABS will seek to establish a work plan, consistent with the principles outlined in clause 426, with the employee for the purposes of the assessment.
436. 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.
437. If the required performance standard has not been achieved within a reasonably defined timeframe, the Australian Statistician will advise the employee of the findings and any actions proposed consistent with the PS Act, that is:
- a. reassignment of duties; or
 - b. reduction in salary or classification; or
 - c. termination of employment.

Further Information

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

Recognition and Reward Scheme

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

Further Information

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

Workloads

441. The ABS recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.

442. When determining workloads for an employee or group of employees, the ABS will consider the need for employees to strike a balance between their work and personal life.

443. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the ABS and employee/s together must review the employees' workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees.

Learning and Development

Principle

444. 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.

Study Support Program

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

446. 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 LWOP;
- 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.

Support for Full-Time Study

447. LWOP may be granted to employees for the purpose of full-time study.

Professional Association Membership Fees

448. 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.

Further Information

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

Section 9: Travel and Location-Based Conditions

Official Travel (Domestic)

Principle

450. 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.

Payment of Travel Costs

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

Travel Rates

452. 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.

Part Day Travel

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

Recognition of Travel Time

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

455. 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.

Class of Travel

456. 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.

Minimum Break after Evening Travel

457. 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.

Airline Lounge Memberships

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

Reimbursement of Additional Caring Costs

459. 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.

Further Information

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

Official Travel (International)

461. Where required to undertake international travel, other than to New Zealand, on official ABS business, employees will be entitled to business class air travel.

Further Information

462. Further information for employees required to undertake international travel is in ABS Guidelines.

International Assignments

463. In determining the appropriate conditions and rates, the ABS may be guided by the conditions of service extended to employees of the Department of Foreign Affairs and Trade and material available from accredited providers.

Further Information

464. Further information about international assignments and entitlements is in ABS Guidelines.

Relocation Assistance

465. 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.

Existing Employees

466. 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. the cost of transport of the employee, their dependants and partner to the new location;
 - b. removal expenses, for the removal of furniture and household effects of the employee, dependants and partner;
 - c. the reimbursement of the cost of the insurance premium based on a reasonable replacement value;
 - d. temporary accommodation and Temporary Accommodation Allowance; and
 - e. bond advance, Disturbance Allowance, pet relocation expenses and pre-transfer search.

467. 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.
468. 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. the cost of transport of the employee, their dependants and partner to the new location;
 - b. removal expenses, for the removal of furniture and household effects of the employee, dependants and partner;
 - c. the reimbursement of the cost of the insurance premium based on a reasonable replacement value;
 - d. temporary accommodation;
 - e. Travel Allowance (first 21 days) and Rental Assistance; and
 - f. bond advance, Disturbance Allowance (greater than 12 months), pet relocation expenses, pre-transfer search and reunion visits.
469. 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. the cost of transport of the employee, their dependants and partner to the new location;
 - b. temporary accommodation;
 - c. Travel Allowance (first 21 days) and Rental Assistance; and
 - d. bond advance and pre-transfer search.
470. Where an employee relocates for personal reasons, the employee may receive relocation assistance at the discretion of the Australian Statistician.

New Employees

471. Relocation assistance will be provided to ongoing employees on engagement, for:
- a. the cost of transport of the employee, their dependants and partner to the new location;
 - b. removal expenses, for the removal of furniture and household effects of the employee, dependants and partner;
 - c. the reimbursement of the cost of the insurance premium based on a reasonable replacement value;

- d. temporary accommodation; and
- e. bond advance, pet relocation expenses and pre-transfer search.

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

Further Information

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

Remote Localities

Eligibility

474. ABS employees continuously stationed in Darwin from 1 June 2001 will receive the following remote localities conditions:

- a. District Allowance; and
- b. additional annual leave as provided in clause 253.

Further Information

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

Section 10: Consultation, Representation and Dispute Resolution

Consultation

Principles

476. Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
477. The ABS recognises:
- a. the importance of inclusive and respectful consultative arrangements;
 - b. employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - c. the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
 - d. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - e. the benefits of employee and union involvement and the right of employees to be represented by their union.
478. Genuine and effective consultation involves:
- a. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - b. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - c. considering feedback from employees and the relevant union(s) in the decision-making process; and
 - d. advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

When Consultation is Required

479. Consultation is required in relation to:
- a. changes to work practices which materially alter how an employee carries out their work;
 - b. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
 - c. major change that is likely to have a significant effect on employees;
 - d. implementation of decisions that significantly affect employees;
 - e. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
 - f. other workplace matters that are likely to significantly or materially impact employees.
480. The ABS, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the agency. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

Provisions for Consultation on Major Change and Introduction of a Change to Regular Roster or Ordinary Hours of Work of Employees

481. This clause applies if the ABS:
- a. proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

482. Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.
483. The ABS must recognise the representative 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.

Major Change

484. In this clause, a major change is likely to have a significant effect on employees if it results in, for example:
- 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.
485. The following additional consultation requirements in clauses 486 to 492 apply to a proposal to introduce a major change referred to in clause 479(c).
486. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 480.
487. Where practicable, an ABS change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
488. The ABS must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
489. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 480, the ABS must:
- a. discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - i. the proposed change;
 - ii. the effect the proposed change is likely to have on the employees; and
 - iii. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - b. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - i. all relevant information about the proposed change, including the nature of the change proposed; and

- ii. information about the expected effects of the proposed change on the employees; and
 - iii. any other matters likely to affect the employees.
490. The ABS must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
491. However, the ABS is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
492. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the ABS, the requirements set out in clauses 486 to 490 are taken not to apply.

Change to Regular Roster or Ordinary Hours of Work

493. The following additional consultation requirements in clauses 494 to 497 apply to a proposal to introduce a change referred to in clause 479(e).
494. The ABS must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
495. As soon as practicable after proposing to introduce the change, the ABS must:
- a. discuss with employees and the relevant union(s) and/or other recognised representatives:
 - i. the proposed introduction of the change; and
 - b. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - i. all relevant information about the proposed change, including the nature of the proposed change; and
 - ii. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - c. invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the ABS is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
496. The ABS must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

Interaction with Emergency Management Activities

497. Nothing in this term restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of the FW Act.

Agency Consultative Committee

498. The Australian Statistician may establish an agency consultative committee to discuss relevant workplace matters.
499. ABS consultative committees will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

APS Consultative Committee

500. The Australian Statistician will support the operation of the APS consultative committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the operation of the APS consultative committee, subject to legislative requirements.

Dispute Resolution

501. 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.
502. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
503. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
504. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
505. If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 504 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
506. The Fair Work Commission may deal with the dispute in 2 stages:
- a. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

- i. arbitrate the dispute; and
- ii. make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

507. While the parties are attempting to resolve the dispute using the procedures in this term:
- a. an employee must continue to perform their work as they would normally in accordance with established custom and practice at the ABS that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
 - b. subject to clause 507(a), 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 work 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.

508. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

509. Any disputes arising under the *ABS Enterprise Agreement 2019* or the NES that were formally notified under clause 269 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

Leave of Absence to Attend Proceedings

510. Where the provisions of clauses 501 to 505 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 503, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 505.

Freedom of Association

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

Delegates' Rights

- 512. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the agency.
- 513. The role of union delegates is to be respected and supported.
- 514. The ABS and union delegates will work together respectfully and collaboratively.

Supporting the Role of Union Delegates

- 515. The ABS respects the role of union delegates to:
 - a. provide information, consult with and seek feedback from employees in the workplace on workplace matters;
 - b. consult with other delegates and union officials, and get advice and assistance from union officials;
 - c. represent the interests of members to the employer and industrial tribunals; and
 - d. represent members at relevant union forums, consultative committees or bargaining.
- 516. The ABS and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.
- 517. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.
- 518. To support the role of union delegates, the ABS will, subject to legislative and operational requirements, including privacy and security requirements:
 - a. provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
 - b. advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
 - c. allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
 - d. provide access to new employees as part of induction; and

- e. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.

519. Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or ABS before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Employee Support and Representation

Support Person

520. An employee has the right to be accompanied by a support person in discussions regarding concerns with their employment or when resolving workplace issues.

521. 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.

Representative

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

Section 11: Separation and Retention

Resignation

523. An employee may resign from their employment by giving the Australian Statistician at least 14 calendar days' notice. 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.
524. At the instigation of the Australian Statistician, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
525. The Australian Statistician has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

Payment on Death of an Employee

526. When an employee dies, or the Australian Statistician has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the Australian Statistician must authorise payments to the partner, dependants or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. If payment has not been made within a year of the former employee's death, it should be made to their legal representative.

Managing Excess Staffing Situations

527. These provisions apply to all ongoing employees who are not on probation.
528. 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.

Consultation

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

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

Mandatory Reporting

531. 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 FW Act which relate to notification to, and consultation with, Centrelink and relevant unions.

Financial and Career Advice

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

Redeployment

533. 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.

534. 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.

535. An employee seeking redeployment will be advised in writing that they are excess. Redeployment arrangements will include collaborative arrangements with other APS agencies, e.g. APS-wide redeployment arrangements, and/or engaging the assistance of an external placement organisation.

Voluntary Redundancy

536. 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.

537. 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.

538. 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.

Information to Employees

539. 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.

Notice Period

540. 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 PS Act. 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.
541. 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.

Redundancy Benefit

542. 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 PS Act 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).
543. The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
544. The redundancy benefit will be calculated on a pro-rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.
545. 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

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

Retention Periods

547. 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.

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

Reduction in Retention Periods

549. If an employee is entitled to a redundancy payment in accordance with the NES, the retention period in clause 547 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).

Extending the Retention Period

550. 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.

Retention Period – Early Termination

551. 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 PS Act; 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 549) 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.

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

Alternative Employment

553. 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.
554. 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.
555. An excess employee required to move household to a new locality on redeployment will be entitled to reimbursement of reasonable costs incurred.

Restriction on Involuntary Period

556. 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.
557. 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.

Reduction in Classification

558. 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.
559. An employee who is reduced in work classification under this clause may seek a review of that decision.
560. 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.

Further Information

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

Incapacity Termination and Reduction on the Grounds of Incapacity

Procedures

562. 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.

Review

563. 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.

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

Termination of Employment

Termination of Employees

565. The Australian Statistician may terminate the employment of an employee in accordance with section 29 of the PS Act.

Procedures in this Agreement

566. Where procedures in this agreement may lead to termination of employment on any of the allowable grounds under section 29 of the PS Act, those procedures must be followed before an ongoing employee's employment may be terminated.

Right of Review

567. 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 FW Act;
- b. under other Commonwealth laws (including the Constitution); and
- c. at common law.

568. 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.

Instant Dismissal

569. 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 FW Act, 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 PS Act.

Attachment A: Base Salaries

APS1 – EL2

Classification	Pay Point	As at 31 August 2023	From the Later of Commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS 1	1	\$49,600	\$52,000	\$54,516	\$57,497
	2	\$50,725	\$52,754	\$54,759	\$60,710
	3	\$54,389	\$56,565	\$58,714	\$60,946
APS 2	1	\$54,592	\$56,776	\$59,520	\$62,775
	2	\$58,004	\$60,324	\$62,616	\$64,745
	3	\$61,556	\$64,018	\$66,451	\$68,710
APS 3	1	\$62,193	\$64,681	\$67,139	\$70,477
	2	\$66,078	\$68,721	\$71,332	\$73,757
	3	\$70,107	\$72,911	\$75,682	\$78,255
APS 4	1	\$70,166	\$72,973	\$75,746	\$79,125
	2	\$74,421	\$77,398	\$80,339	\$83,071
	3	\$78,923	\$82,080	\$85,199	\$88,096
APS 5	1	\$78,928	\$82,085	\$85,204	\$88,834
	2	\$83,728	\$87,077	\$90,386	\$93,459
	3	\$88,655	\$92,201	\$95,705	\$98,959
APS 6	1	\$88,663	\$92,210	\$95,714	\$99,734
	2	\$94,204	\$97,972	\$101,695	\$105,153
	3	\$100,130	\$104,135	\$108,092	\$111,767
EL 1	1	\$108,931	\$113,288	\$117,593	\$121,755
	2	\$117,429	\$122,126	\$126,767	\$131,077
	3	\$125,922	\$130,959	\$135,935	\$140,557
EL 2	1	\$135,992	\$141,432	\$146,806	\$151,797
	2	\$146,598	\$152,462	\$158,256	\$163,637
	3	\$157,205	\$163,493	\$169,706	\$175,476
	4	\$163,601	\$170,145	\$176,611	\$182,616

Cadet ABS

Classification	Pay Point	As at 31 August 2023	From the Later of Commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Cadet APS (Full-Time Study)	Minimum	\$28,263	\$29,636	\$31,068	\$32,770
	Maximum	\$29,637	\$30,822	\$31,993	\$33,081
Cadet APS (Practical Training)	Minimum	\$49,600	\$52,000	\$54,516	\$57,497
	Maximum	\$54,389	\$56,565	\$58,714	\$60,946
Operational Classification for Cadet APS Classification – APS3		\$62,193	\$64,681	\$67,139	\$70,477

Trainee APS

Classification	As at 31 August 2023	From the Later of Commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Trainee APS (Administrative)	\$49,600	\$52,000	\$54,516	\$57,497
Trainee APS (Technical)	\$62,193	\$64,681	\$67,139	\$70,477

Attachment B: Supported Wage System

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

Definitions

2. In this schedule:

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

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

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

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

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

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

Eligibility Criteria

3. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
4. The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

Supported Wage Rates

5. Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Applicable Percentage of Relevant Minimum Wage Paid to Applicable Employees

Assessed Capacity	Percentage of Agreement Rate
10 per cent	10 per cent
20 per cent	20 per cent
30 per cent	30 per cent
40 per cent	40 per cent
50 per cent	50 per cent
60 per cent	60 per cent
70 per cent	70 per cent
80 per cent	80 per cent
90 per cent	90 per cent

6. Provided that the minimum amount payable to an employees to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.
7. Where an employee's assessed capacity is 10 per cent, they must receive a high degree of assistance and support.

Assessment of Capacity

8. For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
9. Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the FW Act.

Lodgement of SWS Wage Assessment Agreement

10. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
11. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

Review of Assessment

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

Other Terms and Conditions of Employment

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

Workplace Adjustment

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

Trial Period

15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
16. During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
17. The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 8 and 9 [assessment of capacity].

Attachment C: Other Allowances Covered in ABS Guidelines

Other Allowances (clause 115)	<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 18)• Camping Allowance• Excess Travel Time• Tropical and temperate clothing allowances• Reimbursement of fares for relative who visits sick employee
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SIGNATORIES

Employer

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

Signed:



Full Name: Jenet Connell

Title: Acting Australian Statistician

Agency: Australian Bureau of Statistics

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

Date: 1 March 2024

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: Brooke Muscat

Title: National President, Community and Public Sector Union

Address: 4/224 Bunda St Canberra ACT 2601

Date: 4 March 2024



www.abs.gov.au

THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/609

Applicant:

Commonwealth of Australia represented by the Australian Bureau of Statistics

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Lane Masterton, General Manager, Corporate Services Division for the Australian Bureau of Statistics, have the authority given to me by the Commonwealth of Australia, represented by the Australian Statistician, to give the following undertakings with respect to the *Australian Bureau of Statistics Enterprise Agreement 2024-2027* (the Agreement):

1. For the purposes of clause 70 of the Agreement, an employee whose substantive classification is at or below APS 4, and who is directed to perform the duties of a higher classification for a period of half a day or more, will be paid a higher duties allowance as at clause 71. Where the employee is directed to perform higher duties for a period of a half a day, they will be paid for the full day.
2. A shiftworker described in clause 200 of the Agreement as an employee who works an eligible shift roster, is a shiftworker for the purposes of the National Employment Standards (NES).
3. For the purposes of clause 136 of the Agreement, the part-time work agreement setting out an employee's agreed part-time hours will be issued before the part-time arrangement commences and will include:
 - a. the ordinary hours the employee will work each week; and
 - b. the pattern of hours to be worked, including starting and finishing times for employees other than shiftworkers, on each or any day of the week, within the bandwidth.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

19.3.2024

Date