

ABS INTERVIEWERS

ENTERPRISE AGREEMENT

2020



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SECTION A – SCOPE OF AGREEMENT

1. TITLE

- 1.1. This Agreement shall be known as the *Australian Bureau of Statistics Interviewers Enterprise Agreement 2020*.

2. PARTIES COVERED

- 2.1. This Agreement is made under Section 172 of the *Fair Work Act 2009*.
- 2.2. In accordance with Section 53 of the *Fair Work Act 2009*, this Agreement covers:
- (a) the Australian Statistician;
 - (b) all Australian Bureau of Statistics (ABS) Interviewers; and
 - (c) the Community and Public Sector Union (CPSU), if the Fair Work Commission has noted in its decision to approve the Agreement that the Agreement covers the CPSU.

3. COMMENCEMENT AND DURATION

- 3.1. This Agreement will commence the later of:
- (a) seven days after approval by the Fair Work Commission; or
 - (b) the date following the nominal expiry date of the *Australian Bureau of Statistics Interviewers Enterprise Agreement 2017* if this Agreement is approved by the Fair Work Commission prior to the nominal expiry date of the *Australian Bureau of Statistics Interviewers Enterprise Agreement 2017*.
- 3.2. The nominal expiry date is three years from the date of commencement.

4. LEGISLATION, GUIDELINES AND POLICIES

- 4.1. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 4.2. It is acknowledged that employment in the ABS is subject to the provisions of various Acts (including regulations, directions, rules or instruments made under those Acts) as in force from time to time including:
- (a) *Fair Work Act 2009*;
 - (b) *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*;
 - (c) *Census and Statistics Act 1905*;
 - (d) *Australian Bureau of Statistics Act 1975*;
 - (e) *Long Service Leave (Commonwealth Employees) Act 1976*;
 - (f) *Maternity Leave (Commonwealth Employees) Act 1973*;
 - (g) *Superannuation Act 1976*;
 - (h) *Superannuation Act 1990*;
 - (i) *Superannuation Act 2005*;
 - (j) *Superannuation Guarantee (Administration) Act 1992*;

- (k) *Superannuation Benefits (Supervisory Mechanisms) Act 1990;*
- (l) *Superannuation (Productivity Benefit) Act 1988;*
- (m) *Superannuation (Consequential Amendments) Act 2005;*
- (n) *Safety, Rehabilitation and Compensation Act 1988;*
- (o) *Work Health and Safety Act 2011;*
- (p) *Public Service Act 1999;*
- (q) *Public Employment (Consequential and Transitional) Amendment Act 1999;*
- (r) *Privacy Act 1988;*
- (s) *Paid Parental Leave Act 2010;*
- (t) *Age Discrimination Act 2004;*
- (u) *Disability Discrimination Act 1992; and*
- (v) *Sex Discrimination Act 1984.*

4.3. The parties to this Agreement acknowledge that the employment provisions in this Agreement are supported by guidelines within the ABS Interviewers Employment Conditions Manual. These guidelines are not incorporated into, and do not form part of, this Agreement. If there is any inconsistency between the guidelines and policies and the express terms of this Agreement, the express terms of the Agreement will prevail.

4.4. The ABS and its Interviewers agree that guidelines supporting the operation of this Agreement will be available to all Interviewers and will be updated following a reasonable period of consultation. The ABS will consider any comments or feedback prior to finalising guidelines.

5. DELEGATIONS

5.1. The Australian Statistician may, by written instrument, delegate any or all of their powers or functions under this Agreement, including this power of delegation, and may do so subject to conditions.

SECTION B – OBJECTIVES

6. OBJECTIVES

6.1. The objectives of this Agreement aim to:

- (a) provide competitive and flexible working arrangements;
- (b) ensure that the ABS is able to attract, retain and develop high quality, productive Interviewers;
- (c) assist in the delivery of high quality, independent statistical services that meet ABS business needs;
- (d) implement effective learning and development that enhances individual leadership capabilities and helps increase organisational effectiveness;
- (e) work together cooperatively on functions and business processes to enhance organisational performance and promote the development of a sustainable organisation for the future;
- (f) build on the Development and Performance Management Framework to promote enhanced feedback on performance, recognition of excellence and targeted development;
- (g) value and promote inclusion and diversity as an organisational capability that also enhances our relationships with our customers and stakeholders; and
- (h) promote a safe and healthy workplace.

SECTION C – WORK ENVIRONMENT

7. WORK HEALTH AND SAFETY

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

8. INCLUSION AND DIVERSITY

- 8.1. The ABS is committed to the principles of fairness, equity and diversity in employment. Through its Inclusion and Diversity Strategy, the ABS aims to have an inclusive culture by:
 - (a) ensuring that its corporate, business and human resource plans recognise and utilise the diversity of its Interviewers;
 - (b) providing a workplace that respects, values and accepts individual differences and recognises and utilises the diversity of its Interviewers;
 - (c) upholding and promoting equity and procedural fairness in decision making;
 - (d) encouraging and assisting Interviewers to balance work and individual needs; and
 - (e) striving to prevent and eliminate discrimination on the basis of race, colour, sex, sexual orientation, gender identity, intersex status, age, physical or mental disability, marital or relationship status, family responsibilities, pregnancy or potential pregnancy, breastfeeding, religion, political opinion, national extraction, ethnic or social origin.
- 8.2. All Interviewers have a responsibility to uphold these principles.

9. EMPLOYEE ASSISTANCE PROGRAM

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

SECTION D – CONSULTATION

10. CONSULTATIVE FRAMEWORK

- 10.1. The ABS Consultative Framework is established because the ABS is committed to effective workplace relations that value consultation, communication and cooperation. The ABS consultative framework includes line managers, HSO Working Group, National Forum and Interviewer representatives.
- 10.2. The HSO Working Group is the key forum for consultation on the implementation and operation of this Agreement and general workplace relations matters. It comprises representatives of ABS management and elected Interviewer representatives.
- 10.3. The HSO Working Group will maintain an agreed Terms of Reference (TOR). As required, from time to time, any changes to the TOR will be consulted upon and agreed at the HSO Working Group.

11. CONSULTATION TERM

- 11.1. This term applies if the employer:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- 11.2. For a major change referred to in clause 11.1 (a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) clauses 11.3 to 11.9 apply.
- 11.3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 11.4. If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 11.5. As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

- 11.6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 11.7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 11.8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clause 11.2(a) and clauses 11.3 and 11.5 are taken not to apply.
- 11.9. In this term, a major change is **likely to have a significant effect on employees** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 11.10. For a change referred to in clause 11.1(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) clauses 11.11 to 11.15 apply.
- 11.11. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 11.12. If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.

- 11.13. As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 11.14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 11.15. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 11.16. In this term:
“relevant employees” means the employees who may be affected by a change referred to in clause 11.1.

12. FREEDOM OF ASSOCIATION

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

13. INTERVIEWER SUPPORT AND REPRESENTATION

- 13.1. An Interviewer has the right to be accompanied by a support person in discussions regarding concerns with their employment or when resolving workplace issues.
- 13.2. The role of this person will be to provide support and advice to the Interviewer. This role can involve:
- (a) providing advice, information and options to the Interviewer;
 - (b) seeking clarification of points;
 - (c) assisting to articulate the Interviewer’s position; and
 - (d) clarifying procedures.
- 13.3. The ABS recognises the legitimate role of unions in the workplace. Interviewers have the right to be formally represented by a representative, who may be a union representative, to represent them in their industrial interests. The ABS and Interviewer representative will deal with each other in good faith. The role of Interviewer representatives, including union delegates and other non-union employee representatives, is to be respected and facilitated.

SECTION E – EMPLOYMENT ARRANGEMENTS

14. INTERVIEWER PANEL

- 14.1. An Interviewer is engaged as an ABS employee under Subsection 16(2) of the *Australian Bureau of Statistics Act 1975* and in accordance with Regulation 7 of the *Census and Statistics Regulation 2016*.
- 14.2. The usual basis for engagement is as an ongoing Interviewer.
- 14.3. An Interviewer may also be engaged on a non-ongoing or casual basis.
- 14.4. An Interviewer may be engaged as a non-ongoing Interviewer to address a peak in the survey program with engagement for specified surveys and for a period not exceeding 18 months.
- 14.5. An Interviewer may be engaged as a casual employee on an hourly basis. A casual Interviewer will undertake irregular or intermittent duties, such as screening households to establish survey samples or facilitating interviews with remote Indigenous households.
- 14.6. Further details for the Interviewer panel are contained in the ABS Interviewers Employment Conditions Manual.

15. PROBATION

- 15.1. A six month probation period applies for a person who is engaged as an ongoing Interviewer. Probation may be extended for an additional three months in extenuating circumstances.
- 15.2. The probation period may be waived or reduced for a newly engaged ongoing Interviewer, who has:
 - (a) more than three months continuous service as a non-ongoing Interviewer immediately prior to their engagement; or
 - (b) previously been engaged as an ongoing ABS employee.
- 15.3. Further details on probation are contained in the ABS Interviewers Employment Conditions Manual.

16. BASE LOCATION

- 16.1. An Interviewer's base location is their place of residence at the commencement of this Agreement, or, for Interviewers engaged after the commencement of this Agreement, their place of residence at the time of their engagement, or as otherwise approved.
- 16.2. An Interviewer, other than a casual Interviewer, can apply to move their base location. The ABS will automatically approve changes in an Interviewer's base location that are within 5km of their current base location. The ABS will consider other requests to change an Interviewer's base location subject to operational requirements.

- 16.3. If an ongoing Interviewer's request to move their base location is not approved, an Interviewer can apply for up to 12 months leave (Annual or Long Service Leave, or Leave Without Pay). During this period their application to move base location will be considered if a vacancy in the new location occurs.
- 16.4. An Interviewer's employment may be terminated if they move from their base location without approval and are not on approved leave in accordance with clause 16.3.
- 16.5. Further details on Base Location are contained in the ABS Interviewers Employment Conditions Manual.

17. REQUIRED AVAILABILITY

- 17.1. An Interviewer, other than a casual Interviewer, must be available to work for two calendar weeks each month in accordance with the timetable determined by the ABS, unless on a period of approved leave or otherwise agreed to by the ABS. An Interviewer will receive three months' notice of their required availability weeks.
- 17.2. Further details on required availability are contained in the ABS Interviewers Employment Conditions Manual.

18. ORDINARY HOURS OF WORK

- 18.1. An Interviewer's ordinary hours of work comprise:
- (a) assessed time (including tier payments);
 - (b) travel time;
 - (c) training time (including home study exercises);
 - (d) time paid for communication;
 - (e) work paid on an actual time basis;
 - (f) time paid for supervisions and representative work; and
 - (g) additional approved hours including, but not limited to:
 - i. assignments that are withdrawn within one week of the commencement date as provided under clause 23.5;
 - ii. minimum assignment adjustments as provided under clauses 24.1 to 24.2;
 - iii. adjustments to meet guaranteed assignments as provided under clause 20.8.

19. HOURS OF WORK

- 19.1. Interviews and data collection activities will be conducted between 8:30am and 8:30pm Monday to Friday and 9:00am and 5:00pm Saturday. Interviews may also, at the discretion of the Interviewer, be conducted between 9:00am and 5:00pm on Sundays and public holidays. Interviews may also be conducted outside these hours as agreed between the Interviewer and the respondent. An Interviewer is not required to work more than six consecutive days.
- 19.2. Further details on hours of work are contained in the ABS Interviewers Employment Conditions Manual.

20. GUARANTEED ASSIGNMENTS

- 20.1. An ongoing Interviewer will be guaranteed an assignment or assignments equivalent to 40 ordinary hours of work for the two week period they are required to be available each month, with a minimum of 15 hours in each week.
- 20.2. A non-ongoing Interviewer will be guaranteed an assignment or assignments equivalent to 15 ordinary hours of work for the two week period they are required to be available each month. This does not apply to a casual Interviewer.
- 20.3. Allocated assignment hours are based on standard ABS methodology. This is established using time and travel parameters according to the type and geography of the assignment and an Interviewer's base location.
- 20.4. Guaranteed assignments will not apply in respect of work to be undertaken in January each year. The ABS will confirm the January assignment allocation by the end of October of the preceding year.
- 20.5. Guaranteed assignments will not apply to an Interviewer who, by agreement, is not required to make themselves available for the two week period each month, as provided in clause 17.1.
- 20.6. An Interviewer may, by agreement with the ABS, negotiate an alternative guarantee.
- 20.7. Any pre-approved leave during the period that an Interviewer is required to be available will be counted towards the guarantee.
- 20.8. Where the aggregated assignments allocated to an Interviewer in the required availability weeks results in an Interviewer being paid less than the guaranteed assignment ordinary hours of work outlined in clause 20.1 or 20.2, the shortfall in hours to the maximum of the guaranteed assignment will be paid to an Interviewer.
- 20.9. Further details on guaranteed assignments are contained in the ABS Interviewers Employment Conditions Manual.

21. ASSIGNMENT GRADE

- 21.1. When undertaking assignments, an Interviewer's base salary will be adjusted by the relevant factor for the assignment grade. The assignment grades and factor adjustments are detailed below.

Assignment	Definition	Factor
Base	Initial Interviewer training	1.0000
Grade 2	All Interviewer duties and associated training, except those classified as Base, Grade 3, Grade 4 and Grade 5 assignments in this table. Grade 2 Interviewer duties include interviewing; data collection; and specified local representative duties, such as those associated with Local Area Networks, and Health and Safety.	1.1400
Grade 3	Interviewing and data collection activities that are very complex or very sensitive to respondent reaction and associated training. This includes Remote Indigenous Community interviewing, and specified national representative duties such as those associated with the HSO Working Group.	1.2325
Grade 4	Senior Interviewer duties comprising supervision or training of Interviewers, mentoring new Interviewers, and refusal follow-up.	1.4575
Grade 5	Interviewer duties comprising customer engagement, compilation of customised data requests, data analysis, data validation and dissemination.	1.7961

Note: The factors for assignment Grade 3, Grade 4 and Grade 5 take into account that leave is paid at the Grade 2 level.

- 21.2. Where ABS makes a decision to introduce a major change, including introducing new functions and assignment grades to apply to those functions, ABS will consult on those changes in accordance with clauses 11.1 to 11.9.
- 21.3. Further details on assignment grades are contained in the ABS Interviewers Employment Conditions Manual.

22. PAYMENT OF AN ASSIGNMENT

- 22.1. At the time of assignment allocation, the ABS shall advise the assignment grade.
- 22.2. Payment will be made on the actual time spent to complete assignments except where a period of assessed time is set for specified components of the work. Assessed time is based on the time taken to complete specific components of the work during previous surveys, pilot tests and dress rehearsals. Interviewers will be advised of the details of any assessed time components prior to undertaking the assignment.
- 22.3. The ABS may make tier payments when the ABS approves revisions to assessed time after the workloads have been submitted.
- 22.4. Further details on assignment payments are contained in the ABS Interviewers Employment Conditions Manual.

23. ASSIGNMENT ALLOCATION

- 23.1. The ABS will provide advance notice to an Interviewer, other than a casual Interviewer, of their initial assignment allocations, and this notice period will be three months where possible. The ABS will confirm the final assignment allocation details according to specified time limits.
- 23.2. An Interviewer, other than a casual Interviewer, must undertake any assignments (other than those associated with surveys deemed voluntary by the Australian Statistician) allocated within their required availability weeks, as outlined in clause 17.1. ABS will not require an Interviewer to undertake more than 36.75 ordinary hours of work in a week.
- 23.3. Following confirmation of an assignment allocation, an Interviewer is not required to undertake any additional assignments allocated during their required availability weeks. Similarly an Interviewer is not required to undertake any assignments allocated during the periods they are not required to be available.
- 23.4. If any of an ongoing or non-ongoing Interviewer's assignments applying to the required availability weeks are withdrawn, and the aggregation of the remaining allocated assignments does not meet the guaranteed assignments for those weeks, the Interviewer will be paid the equivalent of topping up their ordinary hours of work to match the guaranteed allocation, at the grade of the withdrawn assignment.
- 23.5. Where any of an ongoing or non-ongoing Interviewer's assignments are withdrawn within one week of their commencement date, an Interviewer will be paid the equivalent of four ordinary hours of work at the relevant grade, for each applicable assignment. This provision applies in both the required availability weeks and during the period where an Interviewer is not required to be available, and therefore supplements the provision in clause 23.4 above.
- 23.6. Further details on assignment allocation and confirmation are contained in the ABS Interviewers Employment Conditions Manual.

24. MINIMUM ASSIGNMENT

- 24.1. Each assignment will be for a minimum duration of one hour (including travel time), with the exception that:
 - (a) Home Study Exercises (including reading the instructions and printing) will be for a minimum duration of two hours;
 - (b) attendance at training courses, workshops or work meetings away from an Interviewer's base location, will be for a minimum duration of four hours; and
 - (c) if attendance at training courses, workshops or work meetings away from an Interviewers' base location is required in excess of four hours, then the payment to the Interviewer will be the time advised for attendance or the actual time involved, whichever is the greater.
- 24.2. When travelling away from their base location on official ABS travel for a period of two nights or more, the minimum payment to an Interviewer will be seven hours on each non-travel day. Any private travel will not attract the minimum seven hour payment on that day.

25. EQUIPMENT

- 25.1. The ABS will provide the equipment determined necessary to work effectively and safely at their base location. An Interviewer, other than a casual Interviewer, must maintain a space within their base location for the secure, private and safe use of this equipment.
- 25.2. Further details on the provision of equipment, and the return of equipment on cessation of employment, are contained in the ABS Interviewers Employment Conditions Manual.

26. RESIGNATION FROM THE PANEL

- 26.1. An Interviewer who decides to resign from the panel must provide two weeks' notice and submit a written resignation to the ABS.

27. TERMINATION OF EMPLOYMENT

- 27.1. The Australian Statistician may terminate the employment of an Interviewer for reasons including misconduct, underperformance, abandonment of employment, inability to perform duties because of physical or mental incapacity and failure to complete probation.
- 27.2. Further details on termination of employment are contained in the ABS Interviewers Employment Conditions Manual.

28. CONTINUED FITNESS FOR DUTY

- 28.1. Procedures for managing an Interviewer's inability to perform duties because of physical or mental incapacity are set out in the ABS Interviewers Employment Conditions Manual.

29. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 29.1. The Australian Statistician and an Interviewer covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (a) the arrangement deals with one or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. allowances;
 - iii. remuneration; and/or
 - iv. leave; and
 - (b) the arrangement meets the genuine needs of the ABS and an Interviewer in relation to one or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Australian Statistician and an Interviewer.
- 29.2. The Australian Statistician must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under Section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under Section 194 of the *Fair Work Act 2009*; and
 - (c) result in the Interviewer being better off overall than the Interviewer would be if no arrangement was made.

- 29.3. The Australian Statistician must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the ABS and Interviewer; and
 - (c) is signed by the Australian Statistician and Interviewer and if the Interviewer is under 18 years of age, signed by a parent or guardian of the Interviewer; and
 - (d) includes details of:
 - i. the terms of the Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the Interviewer will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 29.4. The Australian Statistician must give the Interviewer a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 29.5. The Australian Statistician or Interviewer 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 Interviewer agree in writing—at any time.

SECTION F – REMUNERATION

30. SALARY INCREASES

- 30.1. The following base salary increases will apply:
- (a) 2.0% effective from the first assignment commencing 6 months on or after the commencement date of this Agreement;
 - (b) 2.0% effective from the first assignment commencing 12 months on or after the commencement date; and
 - (c) 2.0% effective from the first assignment commencing 24 months on or after the commencement date.

31. SALARIES IN THIS AGREEMENT

- 31.1. Interviewers will be paid based on the grade of the assignment they are completing. Each assignment grade has a salary bandwidth of 10.0%, divided into five pay points.
- 31.2. Details of salaries applying during the life of this Agreement are specified in Attachment 2.

32. PAYMENT OF SALARY

- 32.1. An Interviewer will be paid their salary following the submission of their payment documentation.
- 32.2. Further details on payment of salary are contained in the ABS Interviewers Employment Conditions Manual.

33. HOURLY RATE

- 33.1. An Interviewer's hourly rate is calculated based on the following formula:

$$\text{Hourly Rate} = \frac{\text{Annual Salary for the assignment grade}}{313} \times \frac{6}{36.75}$$

34. RECOVERY OF OVERPAYMENTS

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

35. INTERVIEWING LOADING

- 35.1. An Interviewer, with the exception of a casual Interviewer, will receive a 9.25% Interviewing Loading in addition to their hourly rate.
- 35.2. The loading comprises 4.0% in recognition:
- (a) that an Interviewer may work on a public holiday; and
 - (b) of Interviewer-specific arrangements with respect to access to Personal/Carer's Leave.

- 35.3. The remaining 5.25% of the Interviewing Loading is in recognition of the costs for:
- (a) maintaining an area within the base location used for work purposes; and
 - (b) electricity, heating and cooling for the area used within the base location for work purposes.
- 35.4. The Interviewing Loading counts as salary for superannuation purposes.

36. CORPORATE COMMUNICATION ALLOWANCE

- 36.1. An Interviewer, other than a casual Interviewer, will be paid a Corporate Communication Allowance of 56 hours per annum, paid fortnightly, at the Grade 2 rate, until such time as the ABS implements payments on an actual time basis for the reading and communication activities in clause 36.2 below.
- 36.2. This allowance covers the reading and communication activities associated with being an Interviewer. Specifically, it covers the following:
- (a) all reading of newsletters and revised manuals;
 - (b) reading associated with employment related matters, including HSO Working Group information;
 - (c) CAI and general computer database scanning/reading;
 - (d) non-survey specific communication (including answering phone calls and emails from the office, checking answering machines, office contact, and contact with other Interviewers for Enterprise Agreement purposes); and
 - (e) reading associated with additional survey specific updates where there is no accompanying Home Study Exercise.
- 36.3. Additional Corporate Communication Allowance may be paid as determined by the Australian Statistician; for example provision of additional reading material to support major changes.
- 36.4. An Interviewer will not be paid Corporate Communication Allowance if they are on a period of Leave Without Pay when Corporate Communication Allowance is payable.
- 36.5. Further details of the Corporate Communication Allowance arrangements are contained in the ABS Interviewers Employment Conditions Manual.

37. STORAGE ALLOWANCE

- 37.1. An Interviewer will be paid a one-off storage allowance of \$75.00 for specified surveys that require the storage and carriage of promotional material or specialist equipment. This allowance is for storage over and above that provided for under the Interviewing Loading.
- 37.2. Further details on the Storage Allowance are contained in the ABS Interviewers Employment Conditions Manual.

38. LOADING IN LIEU OF LEAVE

- 38.1. An Interviewer engaged on a casual basis will be paid a loading of 20.0% on their hourly rate of pay in lieu of leave and public holidays, except that the Interviewer is entitled to leave in accordance with relevant legislation including but not limited to the following:
- (a) paid Long Service Leave which is accrued in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - (b) unpaid Family and Domestic Violence Leave of five days consistent with the *Fair Work Act 2009*;
 - (c) unpaid Compassionate Leave of two days per occasion consistent with the *Fair Work Act 2009*;
 - (d) unpaid Carer's Leave of two days per occasion consistent with the *Fair Work Act 2009*;
 - (e) unpaid Community Service Leave consistent with the *Fair Work Act 2009*;
 - (f) unpaid Parental Leave if the Interviewer has continuous employment of more than 12 months and has an ongoing expectation of employment, consistent with the *Fair Work Act 2009*.

39. RECOGNITION FRAMEWORK

- 39.1. The ABS Recognition Framework will apply to recognise exceptional one-off achievements by teams or individuals.
- 39.2. Further details on the Recognition Framework are contained in the ABS Interviewers Employment Conditions Manual.

40. SUPERANNUATION

- 40.1. An Interviewer is entitled to superannuation benefits as governed by the provisions of the relevant Acts.
- 40.2. The ABS will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 40.3. The employer contribution rate for Interviewers who are members of PSS accumulation plan (PSSap) will be 15.4%, unless a higher rate is established under the PSSap Deed. Where an Interviewer has chosen an accumulation superannuation fund other than the PSSap, the employer contribution will be at the same rate as that required for an Interviewer who is a member of PSSap. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions.
- 40.4. Employer superannuation contributions will not be paid on behalf of an Interviewer during periods of unpaid leave that do not count as service, unless otherwise prescribed by relevant legislation.
- 40.5. The Australian Statistician may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer (EFT).
- 40.6. The employer contribution rate for an Interviewer who is a PSSap member or a member of another fund because they exercise or have exercised choice will be calculated in

accordance with the Interviewer's Ordinary Time Earnings (OTE) within the meaning of the *Superannuation Guarantee (Administration) Act 1992*.

- 40.7. The ABS will make superannuation contributions in respect of paid pregnancy leave, as if the pregnancy leave payments were part of an Interviewer's OTE, consistent with clause 2.2.4 of the PSSap Deed.
- 40.8. Superannuation contributions for an Interviewer covered by the *Superannuation (Productivity Benefit) Act 1998* (PB Act) will be calculated in accordance with that Act. As such clause 40.3 does not apply to an Interviewer covered by the PB Act.
- 40.9. Further details about how an Interviewer covered by the PB Act can exercise choice of superannuation fund are contained in the ABS Interviewers Employment Conditions Manual.

Mandated Superannuation Contribution

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

41. SALARY ADVANCEMENT

- 41.1. An eligible Interviewer will receive a performance assessment each year which will determine any salary advancement through the base salary range. This advancement will occur on the first assignment commencing on or after 1 July each year.
- 41.2. The definitions for each assessment are:
 - (a) '*Effective*' which means the requirements of all or most Key Result Areas (KRAs) have been met or exceeded;
 - (b) '*Needs Improvement*' which means that one or more KRAs have not been met and performance improvement processes are underway to address aspects of performance that are of concern; and
 - (c) '*Less than Effective*' which means one or more KRAs have not been met and the Interviewer is undergoing underperformance management processes.
- 41.3. Subject to the maximum of the salary range not being exceeded, an Interviewer whose performance is assessed as *Effective* will advance to the next pay point.
- 41.4. An Interviewer whose performance is assessed as *Needs Improvement* will have their performance managed with a view to improving performance to an effective level within three months. If the Interviewer's performance improves to an acceptable level within this period they will receive an *Effective* performance assessment and will advance to the next pay point. The advancement to the next pay point will take effect from the first full assignment following the Interviewer receiving the *Effective* assessment. If the Interviewer's performance does not improve, they will be assessed as *Less than Effective*.
- 41.5. An Interviewer whose performance is assessed as *Less than Effective* will not be eligible to advance to the next pay point until the next performance assessment period, subject to achieving an *Effective* performance assessment.

- 41.6. An Interviewer will be eligible to receive a performance assessment if:
- (a) they are an ongoing Interviewer and have completed their probation period: or
 - (b) they are a non-ongoing Interviewer who has been engaged continuously for a period of six months or more.
- 41.7. Further details about salary advancement are contained in the ABS Interviewers Employment Conditions Manual.

42. SALARY PACKAGING

- 42.1. The ABS will offer salary packaging to ongoing Interviewers, consistent with Australian Taxation Office rulings. Costs associated with salary packaging will be the responsibility of the Interviewer.
- 42.2. Where an Interviewer takes up the option of salary packaging on a salary sacrifice basis, the Interviewer's salary for purposes of superannuation, redundancy and termination payments will be determined as if the salary packaging arrangements had not been entered into.
- 42.3. Further details about salary packaging are contained in the ABS Interviewers Employment Conditions Manual.

SECTION G – ALLOWANCES AND REIMBURSEMENTS

43. REIMBURSEMENT FOR MOTOR VEHICLE EXPENSES

Motor Vehicle Allowance (MVA)

- 43.1. MVA is payable for an Interviewer's use of their own vehicle in the course of working for the ABS on official business, including attendance at training courses when approved.
- 43.2. The MVA rates payable from the date when this Agreement comes into effect are:

Engine Capacity	Rate per Km \$
2,601cc and above	0.804
1,601 - 2,600 cc	0.794
1,600cc and under	0.658
4WD (approval required)	1.130

- 43.3. In circumstances where there is no engine size (for example, electric vehicles) the following rate will apply; \$0.658 per kilometre.
- 43.4. MVA rates and associated conditions will be varied using the movement in the Private Motoring Subgroup of the Consumer Price Index. MVA rates will be adjusted, twice yearly on:
- (a) 1 January using the movement from the previous March quarter to the previous September quarter; and
 - (b) 1 July using the movement from the previous September quarter to the previous March quarter.
- 43.5. The Australian Statistician may increase the MVA rates for a specified period.
- 43.6. In instances where the ABS determines that the work to be performed requires the use of a 4 wheel drive (4WD) vehicle a 4WD allowance will be paid.
- 43.7. Further details on the MVA, including arrangements applying to the use of 4WD vehicles, are contained in the ABS Interviewers Employment Conditions Manual.

Motor Vehicle Arrangements

- 43.8. If it is determined by ABS Management to be cost effective, an Interviewer who is regularly required to travel long distances each year to complete field work will be provided with a fully maintained Self-Drive Vehicle in lieu of the use of a private vehicle and payment of MVA. For specific assignments, a Self-Drive Vehicle may be supplied for short periods.
- 43.9. Further details on motor vehicle arrangements are contained in the ABS Interviewers Employment Conditions Manual.

Motor Vehicle Insurance

- 43.10. Where an ongoing Interviewer elects to purchase additional motor vehicle insurance cover for windscreen repairs and replacement, the ABS will approve reimbursement of up to \$50.00 per annum towards the additional cost of this insurance, on production of a receipt.

- 43.11. In the event of a motor vehicle accident while on official ABS business, the ABS will approve reimbursement of up to \$350.00 towards the insurance excess charges, on production of acceptable supporting documentation.
- 43.12. Further details on reimbursement for motor vehicle insurance costs arrangements are contained in the ABS Interviewers Employment Conditions Manual.

44. INTERVIEWING LANGUAGE ALLOWANCE

- 44.1. Where an Interviewer is required to undertake an assignment using language skills, other than English, they will be eligible to be paid an Interviewing Language Allowance of \$10.14 per hour.
- 44.2. The Interviewing Language Allowance will be adjusted by the base salary increases specified in clause 30.1.
- 44.3. Further details on the Interviewing Language Allowance are contained in the ABS Interviewers Employment Conditions Manual.

45. REMOTE INDIGENOUS COMMUNITY ALLOWANCE

- 45.1. An Interviewer who is required to undertake a workload in a Remote Indigenous Community will be paid a Remote Indigenous Community Allowance.
- 45.2. The rate of Remote Indigenous Community Allowance will be \$26.53 per day. Remote Indigenous Community Allowance will be adjusted by the base salary increases specified in clause 30.1.
- 45.3. Further details on the Remote Indigenous Community Allowance are contained in the ABS Interviewers Employment Conditions Manual.

46. REIMBURSEMENT OF FARES

- 46.1. Where an Interviewer is required to attend a training course, workshop or work meeting away from their base location, and their fares are not met by the ABS, they will be entitled to reimbursement of costs for the most cost effective method of travel (including travel time, MVA and fares) from their base location and return. This can be made up of:
- (a) reimbursement of public transport fares;
 - (b) payment of MVA, in accordance with clauses 43.1 to 43.7, for the shortest and most practicable route; or
 - (c) a combination of MVA and public transport fares.
- 46.2. Further details on reimbursement of fares are contained in the ABS Interviewers Employment Conditions Manual.

47. REIMBURSEMENT OF EQUIPMENT EXPENSES

- 47.1. An Interviewer will be reimbursed up to a limit as determined by the ABS for the cost of any equipment determined necessary by the ABS for the Interviewer to work effectively in their base location, unless the equipment is provided by the ABS. Equipment purchased must satisfy the WHS standards required by ABS.

47.2. Further details of reimbursement of equipment expenses are contained in the ABS Interviewers Employment Conditions Manual.

48. PROVISION OF INTERVIEWER UNIFORM

48.1. An ongoing Interviewer will be eligible to receive at least one garment of corporate uniform, being a blouse, shirt, cardigan or vest, per financial year for the life of this Agreement.

48.2. Further details on the provision of uniforms, or reimbursement of uniform expenses, are contained in the ABS Interviewers Employment Conditions Manual.

49. REIMBURSEMENT FOR EYE TESTS AND SPECTACLES EXPENSES

49.1. An ongoing Interviewer is eligible for an eye test once every two years, and expenses will be reimbursed in accordance with specified limits.

49.2. An Interviewer will be paid actual time (including travel time) at the Grade 2 rate to attend eye tests. An Interviewer will also be entitled to MVA in accordance with clauses 43.1 to 43.7.

49.3. Where spectacles and lenses are prescribed, the Interviewer will be reimbursed up to \$100.00 for single vision lenses and up to \$200.00 for bifocal or multifocal lenses, or as determined by the Australian Statistician (but which will be no less than the amounts specified in this Agreement). Up to two sets of spectacles or lenses will be reimbursed under this clause during the two year period following an eye test as provided in clause 49.1.

49.4. Details about the reimbursement for eye tests and spectacles expenses are contained in the ABS Interviewers Employment Conditions Manual.

50. REIMBURSEMENT FOR LOSS OR DAMAGE

50.1. An Interviewer will be eligible for reimbursement of reasonable costs for loss or damage to clothing or personal effects which occur in the normal course of the Interviewer's work.

50.2. Details about the reimbursement for loss and damage to personal effects are contained in the ABS Interviewers Employment Conditions Manual.

51. REIMBURSEMENT OF OTHER EXPENDITURE

51.1. An Interviewer will be eligible for reimbursement of expenditure which is actually and properly incurred while carrying out an assignment, including but not limited to:

- (a) stationery and postage;
- (b) fares by public transport, parking fees and tolls incurred in carrying out assignments;
- (c) telephone calls made either to the ABS, or at the request of, or with the agreement of the ABS where the Interviewers home office or mobile phone cannot be used;
- (d) road maps of local areas, including street directories, necessary to complete assignments;
- (e) replacement of first aid kit items; and
- (f) other items associated with Interviewer duties, including sunscreen, non-prescription UV sunglasses, protective arm sleeves, hats, torches and batteries, in accordance with specified annual limits.

- 51.2. With the exception of items purchased under clause 51.1(f), an Interviewer should seek prior approval for expenditure of amounts over \$20.00.
- 51.3. Further details about the reimbursement of incidentals and other expenditure are contained in the ABS Interviewers Employment Conditions Manual.

SECTION H – TRAVELLING AWAY FROM HOME

52. TRAVEL ALLOWANCE

- 52.1. Interviewers will have access to reasonable standards of travel, accommodation and meals and be compensated for additional expenses which are required while travelling away from home on official business on behalf of the ABS.
- 52.2. An Interviewer will be provided with prepaid Travel Allowance for accommodation, meals and incidentals. The rates for Travel Allowance will be adjusted in line with advice provided by agreed accredited providers and other recognised sources. Other reasonable travel costs, as determined by the Australian Statistician, will be reimbursed. This Travel Allowance will be reduced by the applicable rate where an Interviewer:
- (a) is required to use a Corporate Credit Card to pay for accommodation (as provided under clause 53.1); and/or
 - (b) is provided with adequate meals at the ABS expense; and/or
 - (c) is provided with accommodation at the ABS expense.
- 52.3. Further details on travelling away from home, including rates for Travel Allowance, are contained in the ABS Interviewers Employment Conditions Manual.

53. CORPORATE CREDIT CARDS

- 53.1. An ongoing Interviewer will be required to use a Corporate Credit card for accommodation and taxi fares if they:
- (a) are expected to travel away from their base location on official ABS business for four or more workloads per year;
 - (b) are a current HSO Working Group Representative; or
 - (c) request and are approved to hold a Corporate Credit Card.
- 53.2. Further details on Corporate Credit Cards are contained in the ABS Interviewers Employment Conditions Manual.

54. PART DAY TRAVEL ALLOWANCE

- 54.1. An Interviewer who is required to be absent from their usual workload area on official business for a period of not less than 10 hours, but is not absent overnight, will be paid a Part Day Travel Allowance. This taxable allowance must have prior approval and will be paid through the pay system after the travel is completed.
- 54.2. The rate of Part Day Travel Allowance will be \$40.00, or as otherwise determined by the Australian Statistician (but will be no less than the rate specified in this Agreement).
- 54.3. Further details on Part Day Travel Allowance are contained in the ABS Interviewers Employment Conditions Manual.

55. AIRLINE LOUNGE MEMBERSHIP

- 55.1. An ongoing Interviewer who is expected to undertake 12 or more airline trips on official ABS business will be entitled to one airline lounge membership per annum.

55.2. Further details on airline lounge memberships are contained in the ABS Interviewers Employment Conditions Manual.

56. REIMBURSEMENT OF FARES FOR SUPPORT PERSON TRAVEL

56.1. Where an Interviewer becomes seriously ill or injured while they are travelling on official business and a support person travels to visit the seriously ill Interviewer, the ABS will, where requested and supplied with satisfactory medical evidence, reimburse the support person for reasonable travel costs.

56.2. Further details on reimbursement of fares for support person travel are contained in the ABS Interviewers Employment Conditions Manual.

SECTION I – LEAVE

57. GENERAL

- 57.1. ABS provides access to a flexible range of options for paid and unpaid absences from work to assist an Interviewer balance work with other personal priorities.
- 57.2. Leave provisions do not apply to casual Interviewers unless specified.
- 57.3. Leave will count as service unless stated otherwise.
- 57.4. Further details on leave provisions are included in the ABS Interviewers Employment Conditions Manual.

58. PRINCIPLE

- 58.1. The principle underpinning the provision of paid Personal/Carer's, Compassionate, Community Service, Defence Reserve and Miscellaneous Leave is to maintain the salary, subject to leave accrued or specified limits, that an Interviewer would have received for work they would have completed but for illness, caring responsibilities, or participating in jury service, voluntary emergency management, defence reserve activities or other approved activities. Paid leave may also be granted where an Interviewer is unable to complete their assignment due to a natural disaster, or where an Interviewer incurs a significant equipment failure which prevents them from undertaking or completing their assignment, or for participation in National Aboriginal and Islander Day Observance Committee Week activities.

59. NOTIFICATION OF ABSENCE

- 59.1. If an Interviewer is not able to complete their assignment for any reason, including, for example, illness or injury or caring responsibilities, the Interviewer must, as soon as is practicable, notify the ABS to arrange for the return of part or all of the assignment that has been allocated to them.

60. CALCULATION OF LEAVE

- 60.1. Where an assignment has been allocated, the amount of leave will be based on the proportion of work that has been returned. Where an assignment has not been allocated, the amount of leave will be based on the time that the Interviewer would have normally been required to work. If an Interviewer disagrees with the amount of leave that has been allocated to them for an absence, they may request a review.

61. RATE OF PAY

- 61.1. The hourly rate of pay for all paid leave purposes is an Interviewer's base rate of pay, adjusted by the factor for Grade 2 assignment types, and the Interviewing Loading.

62. ANNUAL LEAVE

- 62.1. Annual Leave accrues progressively at the rate of 20 days (i.e. four weeks) per year of service based on the ordinary hours of work undertaken by the Interviewer, and accumulates from year to year. The formula for calculating Annual Leave is:

$$\text{Annual Leave (hours)} = \text{Ordinary Hours of Work} / 13$$

- 62.2. Annual Leave may be taken at any time, subject to operational requirements and approval.

63. EXCESS ANNUAL LEAVE

- 63.1. Accrued Annual Leave in excess of two years' entitlements, as at 1 January in any given year, is considered to be excessive. An Interviewer with excess Annual Leave and their manager should have a discussion regarding elimination of the excess.

- 63.2. An Interviewer, who has not eliminated their excess Annual Leave by 1 May or commenced such reduction, may be directed by 1 June to take Annual Leave for the period required to eliminate the excess. Any such direction will provide a reasonable period of notification in which to allow the Interviewer to commence taking Annual Leave.

- 63.3. An Interviewer may elect to cash out excess annual leave (defined as in excess of two years' entitlements in accordance with clause 63.1) once per calendar year. Each cashing out of paid Annual Leave must be by ABS agreement to a written request from an Interviewer. The Interviewer must be paid at least the full amount that would have been payable to the Interviewer had the Interviewer taken the leave that the Interviewer has forgone.

64. PERSONAL/CARER'S LEAVE

- 64.1. Personal/Carer's Leave accrues progressively at the rate of 12 days per year of service based on the ordinary hours of work undertaken by the Interviewer. The formula for calculating Personal/Carer's Leave is:

$$\text{Personal/Carer's Leave (hours)} = \text{Ordinary Hours of Work} / 21.667$$

- 64.2. In addition to Personal/Carer's Leave accrued under clause 64.1, an ongoing Interviewer will also be credited 25 hours of Personal/Carer's Leave on successful completion of the initial Interviewer training period.

- 64.3. An Interviewer will have access to Personal/Carer's Leave when:

- (a) they are not fit for work due to a personal illness, or personal injury; or
- (b) they are required to provide care or support to a member of their immediate family or household, who requires care or support because of:
 - i. a personal illness, or personal injury, affecting the member; or
 - ii. an unexpected emergency affecting the member.

- 64.4. An Interviewer must provide suitable documentary evidence when seeking approval for Personal/Carer's Leave.

- 64.5. Unused Personal/Carer's Leave from previous years will accumulate but cannot be cashed out under any circumstances.

Personal/Carer's Leave Without Pay

- 64.6. Where an Interviewer has exhausted their Personal/Carer's Leave and the Interviewer provides suitable documentary evidence of personal illness or injury, the Personal/Carer's Leave will be without pay.
- 64.7. 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. The calculation of leave will be undertaken in accordance with clause 60.1.
- 64.8. 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.

65. COMPASSIONATE LEAVE

- 65.1. An Interviewer will have access to paid Compassionate Leave, to the equivalent of two days for each permissible occasion that a member of their immediate family or household contracts or develops a personal illness or injury that poses a serious threat to that person's life:
- (a) to spend time with that person; or
 - (b) following the death of that person.
- 65.2. Compassionate Leave may be taken as a single block of two days or as separate periods to the extent of the entitlement.
- 65.3. An Interviewer may be required to provide suitable documentary evidence when applying for Compassionate Leave.

66. COMMUNITY SERVICE LEAVE

- 66.1. An Interviewer who participates in voluntary emergency management activities, for emergency services responses, regular training, reasonable travel and recovery time and ceremonial duties, will have access to paid Community Services Leave.

67. JURY SERVICE LEAVE

- 67.1. An Interviewer who undertakes jury service will have access to paid Jury Service Leave. An Interviewer will be required to provide proof of attendance, such as a letter from the relevant Court.

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

- 68.1. An Interviewer may be granted leave (with or without pay) to enable the Interviewer to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.

- 68.2. An Interviewer is entitled to leave with pay, of up to four weeks during each financial year, and an additional two weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve.
- 68.3. With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years.
- 68.4. An Interviewer who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
- 68.5. Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts as service for all purposes except Annual Leave accrual.

69. LONG SERVICE LEAVE

- 69.1. An Interviewer, including a casual Interviewer, is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 69.2. The minimum period of Long Service Leave that can be taken is seven calendar days at full pay (or 14 calendar days at half pay). Long Service Leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

70. PREGNANCY LEAVE

- 70.1. An eligible Interviewer covered under this Agreement will be entitled to leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* (in this Agreement, referred to as 'Pregnancy Leave'), including access to up to 12 weeks paid leave. Pregnancy Leave is available to an Interviewer for the period of time they are unable to undertake assignments due to the birth of their child/children.
- 70.2. An Interviewer eligible to receive paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973* is entitled to receive an additional two weeks paid leave under this Agreement. That is, the eligible Interviewer will receive a total of up to 14 weeks paid leave.

71. ADOPTION AND FOSTERING LEAVE

- 71.1. The Australian Statistician will grant an Interviewer, who has a minimum continuous period of 12 months ABS service, leave on full pay for a period of up to 14 weeks for the purposes of adopting an eligible adoptive child or fostering an eligible foster child. Adoption and Fostering Leave counts as service for all purposes.

72. PREGNANCY, ADOPTION AND FOSTERING LEAVE ON HALF PAY

- 72.1. Interviewers who are eligible for paid Pregnancy, Adoption and Fostering Leave may elect to have the payment for that leave spread over a maximum of 28 weeks at a rate of half pay. Any period beyond the first 14 weeks does not count as service for any purpose and this arrangement does not extend the total period of paid or unpaid Pregnancy, Adoption or Fostering Leave available.

73. PRE-ADOPTION LEAVE

- 73.1. An Interviewer, including a casual Interviewer who receives a loading in lieu of leave, is entitled to up to two days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the adoption of an eligible adoptive child. An Interviewer is not entitled to take a period of unpaid pre-adoption leave if:
- (a) they could instead take some other form of leave; and
 - (b) the ABS directs them to take some other form of leave.

74. PREGNANCY, ADOPTION AND FOSTERING LEAVE WITHOUT PAY

- 74.1. An Interviewer with a minimum continuous period of 12 months ABS service may take up to a total of two years continuous paid and unpaid leave, immediately following the birth of a child, or adoption of an eligible adoptive child or placement of an eligible foster child. Unpaid leave will not count as service for any purpose except during the first 14 weeks of Pregnancy Leave where both paid and unpaid leave counts as service for all purposes.

75. LEAVE WITHOUT PAY

- 75.1. An Interviewer may apply for Leave Without Pay for reasons including, but not limited to:
- (a) supporting partner leave following the birth, adoption or fostering of a child;
 - (b) to enable them to recover from an illness or injury or to care for members of their family or household who are ill or injured, where an Interviewer has exhausted their available personal/carer's leave. Suitable documentary evidence may be required;
 - (c) to attend to family responsibilities, other than caring responsibilities covered by clause 64.3(a) and 64.3(b);
 - (d) personal development and training;
 - (e) days of cultural and religious significance; and
 - (f) community and volunteer purposes.
- 75.2. Leave Without Pay may be granted if it is considered reasonable in the circumstances having regard to:
- (a) the reason for the proposed leave;
 - (b) the Interviewer's length of service;
 - (c) the Interviewer's recent leave history; and
 - (d) operational needs of the ABS.
- 75.3. An Interviewer may be required to provide supporting evidence to assist consideration of an application for Leave Without Pay.
- 75.4. Leave Without Pay may be granted for the period of the request or for another period and approval may be subject to conditions.
- 75.5. Unless otherwise determined, where Leave Without Pay is in excess of 30 calendar days in an accrual year the total period will not count as service for Annual Leave or Personal/Carer's Leave purposes.
- 75.6. Where an Interviewer returns to work after a period of Leave Without Pay, the ABS will provide any retraining considered necessary. The need for retraining will not be an issue considered in determining whether Leave Without Pay will be granted.

76. FAMILY AND DOMESTIC VIOLENCE

- 76.1. The ABS is committed to supporting Interviewers affected by family and domestic violence. Interviewers are encouraged to discuss which avenues of support are available with their line management or People Services.
- 76.2. Leave is available to Interviewers affected by family and domestic violence, or to provide support to a member of their family who is affected by family and domestic violence. Interviewers (except non-ongoing Interviewers engaged on an irregular or intermittent contracts) can apply for paid Miscellaneous Leave to cover absences for the purpose of, but not limited to:
- (a) illness or injury resulting from family and domestic violence;
 - (b) providing care or support to a family or household member who is affected by family and domestic violence;
 - (c) attending appropriate medical and/or counselling appointments relating to family and domestic violence;
 - (d) obtaining legal advice relating to family and domestic violence;
 - (e) attending court hearings relating to family and domestic violence;
 - (f) attending police appointments relating to family and domestic violence;
 - (g) attending to urgent issues arising through property damage that is a consequence of family and domestic violence;
 - (h) accessing alternative accommodation as a consequence of family and domestic violence;
 - (i) attending to personal affairs such as arranging new bank accounts as a consequence of family and domestic violence;
 - (j) arranging alternative childcare or schooling for children as a consequence of family and domestic violence.
- 76.3. Non-ongoing Interviewers engaged on an irregular or intermittent contract are entitled to access leave without pay for family and domestic violence purposes.
- 76.4. These provisions apply in addition to any entitlements available under the National Employment Standards.
- 76.5. Where documentary evidence is required for absences related to family and domestic violence, the Interviewer's line management, or People Services officer, and Interviewer will discuss and agree on options. This may include statements from the police, courts or a legal representative, or statutory declarations.
- 76.6. Where an Interviewer affected by family and domestic violence does not feel comfortable discussing their absence with their line management, they may contact People Services who can authorise the absence. A person acting on behalf of an Interviewer may also contact the Interviewer's line management or People Services to advise them of an absence under this clause.

77. MISCELLANEOUS LEAVE

- 77.1. Miscellaneous Leave provides access to paid leave for purposes not covered elsewhere in this Agreement. Miscellaneous Leave is subject to approval and supporting evidence may be required.

78. NON APPROVAL OF LEAVE

- 78.1. Where an Interviewer has had a formal application for leave rejected, the manager will advise the Interviewer of the reason or reasons for the decision in writing, including reasons relating to operational requirements. The manager and the Interviewer will consider reasonable alternative arrangements if required.

79. LEAVE SUBSTITUTION

- 79.1. An Interviewer on Annual Leave or Long Service Leave may substitute this leave in circumstances where they are:
- (a) medically unfit for duty;
 - (b) eligible for Compassionate Leave;
 - (c) eligible for paid Community Service Leave; or
 - (d) required to care for members of their immediate family or household who are ill or injured.
- 79.2. Leave will be substituted where suitable documentary evidence is provided. The Annual Leave or Long Service Leave will be re-credited to the extent of the period of Personal/Carer's, Compassionate or Community Service Leave granted. Long Service Leave will only be re-credited in full days for the period specified on the suitable documentary evidence.

80. PORTABILITY OF ACCRUED LEAVE ENTITLEMENTS

- 80.1. A newly engaged Interviewer will be able to transfer their accrued Annual Leave and Personal/Carer's Leave (however described) if they were previously an ABS employee engaged under the *Public Service Act 1999* and there is no break in service between their employment under the *Public Service Act 1999* and their engagement as an Interviewer.
- 80.2. Where there is a break in service, Personal/Carer's Leave (however described), may be recognised under Prior Service provisions in clause 81.1.

81. PRIOR SERVICE

- 81.1. Service with organisations where an Interviewer was previously employed under the *Public Service Act 1999*, the *Parliamentary Service Act 1999*, or the ACT Government Service, may be recognised for Personal/Carer's Leave purposes (however described) if the break in service is not more than two calendar months.
- 81.2. An Interviewer who was previously an ABS employee engaged under the *Public Service Act 1999* will have their ABS service recognised in accordance with clause 81.1.
- 81.3. An Interviewer who was previously an ABS Interviewer engaged under the *Australian Bureau of Statistics Act 1975* will have their ABS service recognised in accordance with clause 81.1.
- 81.4. Consistent with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*, service for Long Service Leave will be recognised if the break in service is not more than 12 months.

SECTION J – DEVELOPMENT AND PERFORMANCE MANAGEMENT

82. INTERVIEWER DEVELOPMENT AND PERFORMANCE MANAGEMENT FRAMEWORK

Principles

- 82.1. Effective development and performance management is fundamental to the achievement of productivity improvement and a culture of continuous improvement.
- 82.2. The ABS is committed to providing opportunities for all Interviewers to develop and enhance their skills to meet the ongoing and future requirements of the ABS.
- 82.3. The Development and Performance Management Framework (DPMF) is designed to increase organisational performance by supporting all Interviewers to maximise their performance through individual development, job satisfaction and positive, trusted working relationships.
- 82.4. The Interviewer DPMF aims to:
 - (a) jointly define individual performance expectations;
 - (b) link individual performance to organisational and business goals;
 - (c) facilitate constructive discussions and relationships between managers and individual Interviewers;
 - (d) assist Interviewers to develop skills needed for the future and maintain existing skills;
 - (e) foster high performance;
 - (f) assist in identifying and managing performance which is below performance expectations; and
 - (g) guide salary advancement.
- 82.5. All ongoing Interviewers are required to participate in the DPMF, with the exception of an Interviewer on probation. Non-ongoing Interviewers who are expected to be engaged for a term of more than six months are also required to participate in the DPMF. While other non-ongoing and casual Interviewers will not formally participate in the DPMF, they will be provided with clear expectations on performance, and feedback, to support effective performance.
- 82.6. The DPMF focuses on regular ongoing conversations between managers and Interviewers, ensuring discussion around development and performance is a continuous and important element of working as an Interviewer.
- 82.7. The DPMF operates over a twelve-month cycle, with mid-cycle and end-of-cycle reviews. This formalises the regular feedback and communication that occurs as part of everyday business between Managers and an Interviewer. The performance management cycle will commence from 1 May each year and end on 30 April the following year.

Managing for Performance Improvement

- 82.8. Managers will identify work performance issues and work with an Interviewer to address these as they arise. Where there are ongoing concerns with an Interviewer's performance, the manager will advise the Interviewer so that they can work with them to improve performance to an effective level. This will involve developing a documented Performance Improvement Plan which will be provided to the Interviewer with clear and measurable objectives, provision of regular and appropriate feedback and ongoing assessment, and provision of any relevant training and/or coaching.

Managing Underperformance

- 82.9. If an Interviewer does not achieve an effective level of performance during the performance improvement process, a managing underperformance process will be implemented to assess the Interviewer's work performance. At the end of the Managing Underperformance process, if the Interviewer has attained and sustained an effective level of performance, this process will be deemed complete.
- 82.10. If, after the managing underperformance processes set out in the ABS Interviewers Employment Conditions Manual have been followed, it is found that an Interviewer's work performance has failed to meet a satisfactory standard, the following action may result:
- (a) retraining and coaching;
 - (b) a temporary variation of the work offered;
 - (c) counselling;
 - (d) reduction in salary;
 - (e) termination of employment.
- 82.11. Details of the managing performance arrangements, including the Development and Performance Management Framework and managing underperformance processes, are contained in the ABS Interviewers Employment Conditions Manual.

SECTION K – MANAGING EXCESS STAFFING SITUATIONS

83. GENERAL

- 83.1. The ABS is committed to ensuring an Interviewer is efficiently and effectively employed in order to meet the ABS's core business requirements.
- 83.2. It is recognised that, at times, there are requirements for a structured and effective mechanism for the management of excess Interviewer situations. This process is outlined below.

84. DEFINITION

- 84.1. An ongoing Interviewer is excess if:
- (a) there are a greater number of Interviewers than is necessary for the efficient and economical working of the ABS; or
 - (b) the services of the Interviewer 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 the functions of the ABS; or
 - (c) as a result of a geographic movement in the sample, the duties usually performed by the Interviewer are to be performed at a different locality, the Interviewer is not willing to perform their duties at the locality or it is not cost effective for the ABS to utilise the services of the Interviewer at the locality; and
 - (d) the Australian Statistician determines that the provisions of this clause apply to an Interviewer.

Consultation

- 84.2. Where the ABS is aware that an Interviewer may become excess, the Interviewer will be advised of the situation at the earliest practicable time.
- 84.3. Where 15 or more Interviewers are likely to become excess as a result of one corporate decision, Sections 530, 531(2) and 531(3) of the *Fair Work Act 2009* will be invoked.

Entitlement

- 84.4. An excess Interviewer whose employment is terminated will be entitled to a redundancy benefit of the sum equal to two weeks pay for each completed year of continuous service, plus pro rata payment for part years, or the redundancy benefit payable in accordance with the National Employment Standards, whichever is greater.
- 84.5. A minimum payment of four weeks pay and a maximum payment of 48 weeks pay apply.

Note: "Weeks pay" is defined at clause 84.10(b).

Service for redundancy pay purposes

84.6. For the purpose of calculating an entitlement in accordance with clause 84.4 "service" means:

- (a) service in an agency, as defined by the *Public Service Act 1999*;
- (b) Government service as defined in Section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- (c) service with the Commonwealth (other than service with a joint Commonwealth-State body or a body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
- (d) service with the Australian Defence Forces;
- (e) Australian Public Service (APS) service immediately preceding deemed resignation under the repealed Section 49 of the *Public Service Act 1922* if the service has not previously been recognised for redundancy pay purposes; and
- (f) service in another organisation where:
 - i. an Interviewer was transferred from that organisation with a transfer of function; or
 - ii. an Interviewer engaged by that organisation on work within a function is engaged as a result of the transfer of that function to the APS; and
 - iii. such service is recognised for long service leave purposes.

Service not to count as service for redundancy pay purposes

84.7. Any earlier period of service which ceased in any of the following ways will not count as service for redundancy pay purposes:

- (a) retrenchment;
- (b) retirement on grounds of invalidity;
- (c) non-performance or unsatisfactory performance of duties, loss of essential qualifications or an inability to perform duties because of physical or mental incapacity;
- (d) dismissal;
- (e) termination of probation for reasons of unsatisfactory service; or
- (f) retirement at or above the minimum retiring age applicable to the Interviewer or with the payment of an employer-financed retirement benefit.

Earlier periods of service

84.8. For earlier periods of service to count for redundancy pay purposes, there must be no breaks between the periods except where:

- (a) the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the Interviewer before ceasing employment with the preceding employer; or
- (b) the earlier period of service was with the APS and ceased because the Interviewer was deemed to have resigned from the APS on marriage under the repealed Section 49 of the *Public Service Act 1922*.

Absences during a period of service

84.9. Absences from duty which do not count as service for long service leave purposes will not count as service for redundancy pay purposes.

Rate of payment - redundancy pay

84.10. For the purposes of calculating any payment under clause 84.4 the following will apply:

- (a) number of years on the panel from the date of engagement will be used to determine the redundancy benefit;
- (b) weeks pay will be calculated by using one of the following two formulas, whichever is the greater:

$$\text{"Weeks Pay"} = \frac{\text{total taxable payment for last 12 months}}{52} \text{ or}$$

$$\text{"Weeks Pay"} = \frac{\text{total taxable payment for last 2 years}}{104}$$

- (c) for the purposes of this calculation "taxable payment" includes all payments for assignments, Corporate Communication Allowance and Interviewing Loading payments but does not include Motor Vehicle Allowance, Travel Allowance or reimbursement of expenses.

Period of notice - termination

84.11. Where an excess eligible Interviewer is terminated, the period of notice will be:

- (a) four weeks; or
- (b) five weeks for an Interviewer who is over 45 years of age with at least five years continuous service.

84.12. Where the Australian Statistician directs, or an Interviewer requests a termination date within the notice period, the Interviewer's employment will terminate on that date. The Interviewer will be paid compensation instead of notice for the unexpired portion of the notice period. The Interviewer will be paid compensation in accordance with the formula set out in clause 84.10.

Financial Advice

84.13. An Interviewer who is deemed to be excess will be reimbursed up to \$500 for professional financial counselling.

Career Advice

84.14. An Interviewer who is deemed to be excess will also be provided access to career counselling, via the Employee Assistance Program provider.

SECTION L – VALUES AND CODE OF CONDUCT

85. INTERVIEWER’S VALUES AND CODE OF CONDUCT

- 85.1. The parties to this Agreement acknowledge that an Interviewer must behave in a manner consistent with the Values and Code of Conduct contained in the ABS Interviewers Employment Conditions Manual.

86. MANAGING BREACHES OF THE CODE OF CONDUCT

- 86.1. Procedures have been established to determine whether an Interviewer has breached the Code of Conduct. These procedures are set out in the ABS Interviewers Employment Conditions Manual. A finding of a breach of the Code of Conduct may result in:

- (a) retraining and coaching;
- (b) a temporary variation in the work offered;
- (c) counselling;
- (d) a reprimand;
- (e) a fine;
- (f) a reduction in salary;
- (g) termination of employment.

- 86.2. Prior to any action being taken in relation to clause 86.1, the Interviewer shall have seven days in which to show cause why the action should not be taken. An investigation into a potential breach of the Code of Conduct will be conducted in accordance with the principles of natural justice and procedural fairness.

SECTION M – RESOLVING WORKPLACE ISSUES AND DISPUTE RESOLUTION

87. REVIEW OF EMPLOYMENT RELATED ACTIONS

- 87.1. Interviewers have access to formal review of action processes through a Memorandum of Understanding between the ABS and the Merit Protection Commission. As a result an Interviewer may seek a review of actions under Section 33 of the *Public Service Act 1999*.
- 87.2. Further details of review of employment related actions are contained in the ABS Interviewers Employment Conditions Manual.

88. DISPUTE RESOLUTION

- 88.1. If a dispute relates to:
- (a) a matter arising under the Agreement; or
 - (b) the National Employment Standards;
- this term sets out procedures to settle the dispute.
- 88.2. An Interviewer who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 88.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Interviewer or Interviewers and relevant supervisors and/or management.
- 88.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 88.5. The Fair Work Commission may deal with the dispute in 2 stages:
- (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

Note: If 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.

- 88.6. While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an Interviewer must continue to perform work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - (b) an Interviewer 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 Interviewer to perform; or
 - iv. there are other reasonable grounds for the Interviewer to refuse to comply with the direction.
- 88.7. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

89. REVIEW OF TERMINATION OF EMPLOYMENT

- 89.1. The sole and exhaustive rights and remedies of an Interviewer in relation to termination of employment are under:
- (a) Part 3-2 of the *Fair Work Act 2009*;
 - (b) other Commonwealth laws (including the Constitution); and
 - (c) common law.
- 89.2. Termination of, or a decision to terminate, employment, cannot be reviewed under the Resolving Workplace Issues and Dispute Resolution procedures outlined in this Agreement.
- 89.3. Nothing in this Agreement prevents the Australian Statistician from terminating the employment of an Interviewer for serious misconduct, without further notice or payment in lieu, in accordance with the *Fair Work Act 2009*, subject to compliance with the procedures established by the Australian Statistician for determining whether an Interviewer has breached the Code of Conduct.

ATTACHMENT 1 – DEFINITIONS

ABS	Australian Bureau of Statistics.
ABS Interviewers	Persons engaged under Subsection 16(2) of the <i>Australian Bureau of Statistics Act 1975</i> and in accordance with Regulation 7 of the <i>Census and Statistics Regulation 2016</i> to assist in the carrying out of the functions of the Statistician.
ABS Interviewers Employment Conditions Manual	The guidelines which provide further information on the employment conditions of ABS Interviewers, including those contained in this Agreement.
Accrual Year	The period commencing on an Interviewer's Long Service Leave anniversary date and ending on the day immediately before their next Long Service Leave anniversary date.
APS	Australian Public Service.
Assignment	The allocation of a parcel of work. This may be in the form of a workload (defined below) or other approved activities such as attending training courses and undertaking Interviewer Representative duties.
Australian Statistician	The Australian Statistician controls the operations of the Australian Bureau of Statistics. References to the Australian Statistician in this Agreement should be read as the Australian Statistician or his/her delegate.
Base Location	An Interviewer's place of residence at the commencement of this Agreement; or, for Interviewers engaged after the commencement of this Agreement, their place of residence at the time of their engagement, or as otherwise approved.
Base Rate of Pay	An Interviewer's minimum rate of pay which is adjusted by a specified factor for the applicable assignment grades.
CAI	Computer Assisted Interviewing.
Eligible Adoptive Child	A child who: <ul style="list-style-type: none"> (a) is, or will be, under 16 (except with respect to paid Adoption Leave, where the child is or will be under school age) as at the day of placement, or the expected day of placement; and (b) has not, or will have not, lived continuously with the Interviewer for a period of six months or more as at the day of placement, or the expected day of placement; and (c) is not (otherwise than because of the adoption) a child of the Interviewer or the Interviewer's spouse or de facto partner.

Eligible Foster Child	<p>A child who:</p> <ul style="list-style-type: none"> (a) is under school age; and (b) is involved in a foster care arrangement that involves an expected placement of six months or longer; and (c) is not expected to return to their family. <p>Within this definition foster care is defined as care managed by a state or territory child protection or welfare authority.</p>
Employee	A person engaged by the ABS as an ABS Interviewer.
Factor	The adjustment applied to the base rate of pay to determine the rate of pay for each assignment.
Family and Domestic Violence	<p>Violent, threatening or other abusive behaviour by a current or former member of the Interviewer's family or household that:</p> <ul style="list-style-type: none"> a. seeks to coerce or control the Interviewer or a member of the Interviewer's family or household; and/or b. causes harm or fear to the Interviewer or a member of the Interviewer's family or household.
Immediate Family	<p>The spouse, de facto partner, former spouse or de facto partner, child, parent, grandparent, grandchild or sibling of the Interviewer or of the spouse or partner of the Interviewer.</p> <p>Within this definition a de facto partner is a person who, although not legally married to the Interviewer, currently lives (or previously lived) with the employee in a relationship as a couple on a genuine domestic basis (whether the Interviewer and the person are of the same sex or different sexes).</p> <p>This also includes any person dependant on the Interviewer for care and support and traditional kinship where there is a relationship or obligation under the customs and traditions of the community or group to which the employee belongs.</p>
Interviewer	See the definition for ABS Interviewers.
Interviewer Representative	A person who represents the Interviewer and can include an elected representative, a union workplace delegate, a work colleague, a lawyer or any other person the Interviewer chooses.
Movement in the Sample	Geographic movement in the household survey sample (following a Census of Population and Housing).
WHS	Work Health and Safety.
Panel	The entire workforce of ABS Interviewers.
Private Travel	Travel for a private purpose which is taken in conjunction with official travel for ABS business.
HSO	Household Survey Operations.

HSO Working Group	A forum for consultation on significant national work-related issues affecting Interviewers. It comprises Interviewer Representatives and ABS Management.
Registered Health Practitioner	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. It includes, for example, a medical doctor, dentist, pharmacist, physiotherapist, psychologist, or nurse practitioner.
Remote Indigenous Communities	Indigenous Communities which are located in Remote and Very Remote areas as defined by the Australian Statistical Geography Standard (ASGS) Remoteness Structure.
Suitable Documentary Evidence	A medical certificate from a registered health practitioner, or a statutory declaration made by an Interviewer if it is not reasonably practical to provide a medical certificate.
Tier Payments	Tier payments are additional payments resulting from the ABS approving revisions to assessed time after the workloads have been completed.
Voluntary Emergency Management Activities	Activities undertaken on a voluntary basis for recognised emergency management bodies (e.g. state/territory emergency service or country fire authority) to respond to emergencies or natural disasters.
Workload	An allocation of interviews or data collection work which is completed in accordance with documented procedures.

ATTACHMENT 2 – SALARY RATES

Assignment Grade	Pay Point	Salary on commencement of this Agreement		Salary effective 6 months from the commencement of this Agreement		Salary effective 12 months from the commencement of this Agreement		Salary effective 24 months from the commencement of this Agreement	
		\$		\$		\$		\$	
		Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Base	1	45,690	23.83	46,604	24.31	47,536	24.80	48,487	25.29
	2	46,832	24.43	47,769	24.92	48,724	25.42	49,698	25.92
	3	47,974	25.02	48,933	25.52	49,912	26.03	50,910	26.56
	4	49,117	25.62	50,099	26.13	51,101	26.66	52,123	27.19
	5	50,260	26.22	51,265	26.74	52,290	27.28	53,336	27.82
Grade 2	1	52,087	27.17	53,129	27.71	54,192	28.27	55,276	28.83
	2	53,388	27.85	54,456	28.41	55,545	28.97	56,656	29.55
	3	54,690	28.53	55,784	29.10	56,900	29.68	58,038	30.27
	4	55,993	29.21	57,113	29.79	58,255	30.39	59,420	30.99
	5	57,295	29.89	58,441	30.48	59,610	31.09	60,802	31.72
Grade 3	1	56,313	29.37	57,439	29.96	58,588	30.56	59,760	31.17
	2	57,722	30.11	58,876	30.71	60,054	31.33	61,255	31.95
	3	59,129	30.84	60,312	31.46	61,518	32.09	62,748	32.73
	4	60,536	31.58	61,747	32.21	62,982	32.85	64,242	33.51
	5	61,944	32.31	63,183	32.96	64,447	33.62	65,736	34.29
Grade 4	1	66,593	34.74	67,925	35.43	69,284	36.14	70,670	36.86
	2	68,258	35.60	69,623	36.32	71,015	37.04	72,435	37.78
	3	69,922	36.47	71,320	37.20	72,746	37.95	74,201	38.70
	4	71,588	37.34	73,020	38.09	74,480	38.85	75,970	39.63
	5	73,252	38.21	74,717	38.97	76,211	39.75	77,735	40.55
Grade 5	1	82,066	42.81	83,707	43.66	85,381	44.54	87,089	45.43
	2	84,117	43.88	85,799	44.75	87,515	45.65	89,265	46.56
	3	86,170	44.95	87,893	45.85	89,651	46.76	91,444	47.70
	4	88,221	46.02	89,985	46.94	91,785	47.88	93,621	48.83
	5	90,276	47.09	92,082	48.03	93,924	48.99	95,802	49.97

Footnotes:

- 1 The table above details the salary payments an Interviewer would actually receive in relation to an assignment and includes the relevant factor being applied to the base salary. The rates in the table exclude the Interviewing Loading.
- 2 The salary increases will be effective from the first assignment 6 months on or after commencement of this Agreement; the first assignment 12 months from the commencement of this agreement; and the first assignment 24 months from the commencement of this agreement.

SIGNATORIES

Employer

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

Signed:



Full Name: David Gruen

Title: Australian Statistician

Agency: Australian Bureau of Statistics

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

Date: 25 May 2020

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: Melissa Donnelly

Title: CPSU National Secretary

Address: Level 6, 191-199 Thomas Street, Haymarket 2000

Date: 28 May 2020

