



FAIR WORK  
AUSTRALIA

## DECISION

*Fair Work Act 2009*

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

### **Australian Bureau of Statistics**

(AG2011/11018)

### **AUSTRALIAN BUREAU OF STATISTICS INTERVIEWERS ENTERPRISE AGREEMENT 2011-2014**

Commonwealth employment

COMMISSIONER DEEGAN

CANBERRA, 26 JULY 2011

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

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

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

[3] The CPSU, the Community and Public Sector Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 2 August 2011. The nominal expiry date of the Agreement is 30 June 2014.



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# AUSTRALIAN BUREAU OF STATISTICS INTERVIEWERS ENTERPRISE AGREEMENT 2011-2014

## **Our mission**

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

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## **SECTION A – SCOPE OF AGREEMENT**

### **1. TITLE**

- 1.1. This Agreement shall be known as the *Australian Bureau of Statistics Interviewers Enterprise Agreement 2011-2014*.

### **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 Fair Work Australia has noted in its decision to approve the Agreement that the Agreement covers the CPSU.

### **3. COMMENCEMENT AND DURATION**

- 3.1. This Agreement commences on the seventh day after notification is given by Fair Work Australia that the Agreement passes the 'Better Off Overall Test' requirements under the *Fair Work Act 2009*.
- 3.2. This Agreement shall nominally expire on 30 June 2014.

### **4. RELATIONSHIP WITH AGREEMENTS, AWARDS, LEGISLATION AND POLICIES**

- 4.1. This is a comprehensive Agreement which displaces the following Award and Agreement, as varied from time to time:
- (a) *Australian Bureau of Statistics Interviewers Award 2000*; and
  - (b) *Australian Bureau of Statistics Interviewers Certified Agreement 2005-2011*.
- 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) *Occupational Health and Safety Act 1991;*
- (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 further information on the employment provisions in this Agreement is contained in 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 parties to this Agreement will consult in a timely manner, and genuinely seek to reach agreement on all guidelines which underpin the operation of the Agreement, and any changes to those guidelines. Any final decision on guidelines will be determined by the Australian Statistician.

## **5. NO EXTRA CLAIMS**

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

## **6. DELEGATION OF POWERS**

6.1. All powers and functions under this Agreement are vested in the Australian Statistician. The Australian Statistician may delegate any or all of his or her powers and functions under this Agreement, including this power of delegation, and may do so subject to conditions.

## SECTION B – 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 3 of the <i>Statistics Regulations</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 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; at the time of their engagement for Interviewers engaged after the commencement of this Agreement; 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"> <li>(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</li> <li>(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</li> <li>(c) is not (otherwise than because of the adoption) a child of the Interviewer or the Interviewer's spouse or de facto partner.</li> </ul>

Eligible Foster Child	<p>A child who:</p> <ul style="list-style-type: none"> <li>(a) is under school age; and</li> <li>(b) is involved in a foster care arrangement that involves an expected placement of six months or longer; and</li> <li>(c) is not expected to return to their family.</li> </ul> <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.
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 an ABS Interviewer.
Interviewer Representative	An individual or union that represents an Interviewer.
Movement in the Sample	Geographic movement in the household survey sample (following a Census of Population and Housing).
NES	National Employment Standards.
OHS	Occupational 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.
PSO	Population Survey Operations.
PSO 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.

## SECTION C – OBJECTIVES

### 7. OBJECTIVES

7.1. This Agreement is framed taking into account the functions and role placed on the ABS and its core purpose as stated in the *ABS Corporate Plan and Mission Statement*. 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 performance management scheme to promote enhanced feedback on performance, recognition of excellence and targeted development;
- (g) value and promote diversity as an organisational capability that also enhances our relationships with our customers and stakeholders; and
- (h) promote a safe and healthy workplace.

7.2. ABS and Interviewers jointly commit to improving productivity by addressing critical areas such as:

- (a) implementing new streamlined effort recording and payroll systems;
- (b) increasing Interviewer retention;
- (c) implementing improvements to methods, infrastructure and technology to provide for more efficient and timely data collection;
- (d) increasing technology-based learning;
- (e) implementing new processes to increase the effectiveness of contact with respondents;
- (f) improving the training package for new Interviewers;
- (g) reviewing the guidelines and processes for managing field supervision and Interviewer training and learning activities; and
- (h) a continued emphasis on Interviewer performance management.

## **SECTION D – WORK ENVIRONMENT**

### **8. OCCUPATIONAL HEALTH AND SAFETY**

- 8.1. The ABS is committed to the health and safety of the Interviewer and recognises the importance of positive interventions aimed at improving Interviewer health and safety.
- 8.2. Cooperation between the parties to this Agreement will continue to achieve improvements in health and safety for ABS Interviewers. Responsibilities are outlined under the *Occupational Health and Safety Act 1991*.
- 8.3. ABS will take all possible steps to ensure the health and safety of the Interviewer at work. Interviewers are covered by the *Safety Rehabilitation and Compensation Act 1988*, which provides the legislative basis for worker's compensation for Commonwealth employees. Comcare, the administering authority for the *Safety Rehabilitation and Compensation Act 1988*, has the authority to make decisions about compensation claims and the payment of benefits to an Interviewer with a work-related illness or injury.
- 8.4. Full details of the occupational health and safety arrangements applying to Interviewers are contained in the Interviewers Occupational Health and Safety Manual.

### **9. WORKPLACE DIVERSITY**

- 9.1. The ABS is committed to the principles of fairness, equity and diversity in employment. Through its Workplace Diversity Program, the ABS will:
  - (a) ensure that its corporate, business and human resource plans recognise and utilise the diversity of its Interviewers;
  - (b) provide a workplace that recognises and utilises the diversity of its Interviewers;
  - (c) uphold and promote equity and procedural fairness in decision making;
  - (d) encourage and assist Interviewers to balance work and individual needs; and
  - (e) strive to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 9.2. All Interviewers have a responsibility to uphold these principles.

### **10. EMPLOYEE ASSISTANCE PROGRAM**

- 10.1. 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 E – WORKING TOGETHER: COMMUNICATION AND CONSULTATION**

### **11. CONSULTATIVE FRAMEWORK**

- 11.1. In addition to the provisions on consultation on major changes set out at clause 12, the following consultative framework is established to support the ABS commitment to effective workplace relations that value communication and cooperation.
- 11.2. Consistent with this framework, the ABS will consult with Interviewers and their chosen representatives (including union representatives), about matters that affect their work. This includes providing Interviewers with the opportunity to contribute their views on these matters before decisions are made. In doing so, the ABS will genuinely seek to reach agreement with Interviewers and their chosen representatives (including union representatives).
- 11.3. The ABS Consultative Framework involves:

#### **Line Managers**

- (a) Line managers are an important conduit for communication and consultation in the ABS, with a key responsibility to ensure that Interviewers receive timely information on workplace issues that affect them and that they have an opportunity to contribute their views on those issues before decisions are made.

#### **PSO Working Group**

- (b) The PSO Working Group is a forum for consultation on significant national work related issues. It comprises representatives of ABS management, elected Interviewer representatives, and representatives of unions who are parties covered by this Agreement. This forum complements direct consultation by providing another avenue through which Interviewers can participate in deliberations and decision making processes on issues affecting their jobs and work.

#### **National Forum**

- (c) The National Forum, comprising ABS management, employee and union representatives, who are parties covered by the Agreement, who will meet at least bi-annually on national issues which may be agreed for consultation.

#### **Representatives of Unions**

- (d) Representatives of unions, who are parties covered by the Agreement, meeting with ABS management as necessary throughout the life of this Agreement over matters covered by this Agreement.

### **12. CONSULTATION ON MAJOR CHANGES**

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

12.2. **Significant effects** include:

- (a) termination of employment;
- (b) major changes in the composition, operation or size of the ABS's Interviewer workforce or in the skills required;
- (c) the elimination or diminution of job opportunities or job tenure;
- (d) significant alteration in hours of work;
- (e) the need to retrain Interviewers; and
- (f) the major restructuring of jobs.

**Australian Statistician to discuss major changes**

- 12.3. The Australian Statistician must discuss with the Interviewers affected and their representatives, if any, the introduction of the changes referred to in clause 12.2, the effects the changes are likely to have on Interviewers and measures to avert or mitigate the adverse effects of such changes on Interviewers and must give prompt consideration to matters raised by the Interviewers and/or their representatives in relation to the changes.
- 12.4. The discussions must commence as early as practicable after a definite decision has been made to make the changes referred to in clause 12.2.
- 12.5. For the purposes of such discussion, the Interviewers concerned and their representatives, if any, are to be provided in writing all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Interviewers and any other matters likely to affect Interviewers. The Australian Statistician is not required to disclose confidential or commercially sensitive information to the Interviewers.

**13. FREEDOM OF ASSOCIATION**

- 13.1. ABS recognises that an Interviewer is free to choose to join a union or not join a union. An Interviewer who chooses to be a member of a union has the right to participate in union activities and have their industrial interests represented by that union.

**14. INTERVIEWER SUPPORT AND REPRESENTATION**

- 14.1. An Interviewer has the right to be accompanied by a support person in discussions regarding concerns with their employment or when resolving workplace issues. This may include a union representative or another person of their choice.
- 14.2. 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.
- 14.3. An Interviewer has the right to be formally represented, including by a union representative. Where this occurs, a support person is unlikely to be required. All dealings with the representative will be conducted in good faith.

**15. REASONABLE TIME AND FACILITIES**

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

**16. RIGHTS AND OBLIGATIONS FOR UNION REPRESENTATIVES**

- 16.1. The ABS and relevant unions shall maintain an agreed framework of rights and obligations for union representatives which is consistent with the principles set out in Australian Government policy.

**17. HEALTH AND SAFETY**

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

## **SECTION F – EMPLOYMENT ARRANGEMENTS**

### **18. INTERVIEWER PANEL**

- 18.1. 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 3 of the *Statistics Regulations*.
- 18.2. The usual basis for engagement is as an ongoing Interviewer.
- 18.3. A non-ongoing Interviewer may be engaged for a specified term, when replacing an ongoing Interviewer on leave, or for the duration of a specified task, where this is necessary to address peak workloads. A non-ongoing Interviewer will not be engaged for more than 12 months, unless they have been engaged to backfill a position for an ongoing Interviewer who is on leave.
- 18.4. 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. With the exception of the latter, a casual Interviewer will not be engaged for a continuous period of more than three months.
- 18.5. Further details on the composition and working arrangements for the Interviewer panel are contained in the ABS Interviewers Employment Conditions Manual.

### **19. PROBATION**

- 19.1. 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.
- 19.2. The probation period will not apply to a newly engaged ongoing Interviewer, who has a minimum of six months continuous employment as a non-ongoing Interviewer immediately prior to their engagement.
- 19.3. The probation period may be waived or reduced for a newly engaged ongoing Interviewer, who has:
- (a) between three and six months continuous service as a non-ongoing Interviewer immediately prior to their engagement; or
  - (b) previously been engaged as an ongoing ABS employee.
- 19.4. Further details on probation are contained in the ABS Interviewers Employment Conditions Manual.

### **20. LOCATION OF WORK**

- 20.1. 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, at the time of their engagement, or as otherwise approved.

- 20.2. 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.
- 20.3. 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.
- 20.4. An Interviewer's employment may be terminated if their application to move their base location is not approved and they are not on approved leave in accordance with clause 20.3.

## **21. REQUIRED AVAILABILITY**

- 21.1. 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.
- 21.2. Further details on required availability are contained in the ABS Interviewers Employment Conditions Manual.

## **22. ORDINARY HOURS OF WORK**

- 22.1. 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 27.5;
    - ii. minimum assignment adjustments as provided under clauses 28.1 to 28.2;
    - iii. adjustments to meet guaranteed assignments as provided under clause 24.6.

## **23. HOURS OF WORK**

- 23.1. 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.
- 23.2. Further details on hours of work are contained in the ABS Interviewers Employment Conditions Manual.

## **24. GUARANTEED ASSIGNMENTS**

- 24.1. An Interviewer, other than a casual Interviewer, will be guaranteed an assignment or assignments equivalent to 25 ordinary hours of work for the two week period they are required to be available each month, with a minimum of 10 hours in each week. From 1 January 2012, the guarantee will increase to the equivalent of 30 ordinary hours of work, with a minimum of 10 hours in each week.
- 24.2. 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.
- 24.3. 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 preceeding year.
- 24.4. 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 21.1. An Interviewer may also, by agreement, negotiate an alternative guarantee in line with their availability period.
- 24.5. Any pre-approved leave during the period that an Interviewer is required to be available will be counted towards the guarantee.
- 24.6. Where the aggregated assignments allocated to an Interviewer in the required availability weeks do not meet the guaranteed assignment allocation, provided under clause 24.1, the shortfall in hours will be paid to an Interviewer.
- 24.7. Further details on guaranteed assignments are contained in the ABS Interviewers Employment Conditions Manual.

## **25. ASSIGNMENT GRADE**

- 25.1. 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. The 2011 factor will be applied to all assignments commencing on or after the commencement of this Agreement, and the 2013 factor will be applied to all assignments commencing on or after 1 July 2013.

<b>Assignment</b>	<b>Definition</b>	<b>2011 Factor</b>	<b>2013 Factor</b>
Base	Initial Interviewer training	1.0000	1.0000
Grade 2	All Interviewer duties and associated training, except those classified as Base, Grade 3 and Grade 4 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.	1.1325	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 PSO Working Group.	1.2250	1.2325
Grade 4	Senior Interviewer duties comprising supervision or training of Interviewers, mentoring new Interviewers, and refusal follow-up.	1.4500	1.4575

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

- 25.2. Consistent with clauses 12.1 to 12.5 the ABS will consult on major changes, including the introduction of new functions and the assignment grades that apply to those functions.
- 25.3. Further details on assignment grades are contained in the ABS Interviewers Employment Conditions Manual.

## **26. PAYMENT OF AN ASSIGNMENT**

- 26.1. At the time of assignment allocation, the ABS shall advise the assignment grade.
- 26.2. 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.
- 26.3. The ABS may make tier payments when the ABS approves revisions to assessed time after the workloads have been submitted.
- 26.4. Further details on assignment payments are contained in the ABS Interviewers Employment Conditions Manual.

## **27. ASSIGNMENT ALLOCATION**

- 27.1. 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.

- 27.2. 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 21.1. ABS will not require an Interviewer to undertake more than 36.75 ordinary hours of work in a week.
- 27.3. 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.
- 27.4. 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.
- 27.5. 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 27.4 above.
- 27.6. Further details on assignment allocation and confirmation are contained in the ABS Interviewers Employment Conditions Manual.

## **28. MINIMUM ASSIGNMENT**

- 28.1. 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, and
  - (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.
- 28.2. 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.

## **29. EQUIPMENT**

- 29.1. The ABS will provide the equipment determined necessary for an Interviewer 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 safe use of this equipment.

29.2. An Interviewer must consult with the ABS to relocate any ABS-provided furniture and equipment within their base location. In accordance with clause 20.2, an Interviewer must seek approval to relocate ABS furniture and equipment outside of their base location.

29.3. 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.

### **30. RESIGNATION FROM THE PANEL**

30.1. An Interviewer who decides to resign from the panel must provide two weeks' notice and submit a written resignation to their Regional Office.

### **31. TERMINATION OF EMPLOYMENT**

31.1. The Australian Statistician may terminate the employment of an Interviewer, in accordance with the terms of this Agreement, for reasons including misconduct, underperformance, abandonment of employment, inability to perform duties because of physical or mental incapacity and failure to complete probation.

31.2. Further details on termination of employment are contained in the ABS Interviewers Employment Conditions Manual.

### **32. CONTINUED FITNESS FOR DUTY**

32.1. 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.

### **33. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

33.1. 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.

33.2. 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.

- 33.3. 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 his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 33.4. The Australian Statistician must give the Interviewer a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 33.5. 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 G – REMUNERATION**

### **34. SALARY INCREASES**

- 34.1. The following base salary increases will apply:
- (a) 3.0% from the first assignment commencing on or after the date of commencement of this Agreement;
  - (b) 3.0% from the first assignment commencing on or after 1 July 2012; and
  - (c) 3.0% from the first assignment commencing on or after 1 July 2013.

### **35. SALARIES IN THIS AGREEMENT**

- 35.1. 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.
- 35.2. Details of salaries applying during the life of this Agreement are specified in Attachment 1.

### **36. PAYMENT OF SALARY**

- 36.1. An Interviewer will be paid their salary following the submission of their completed assignments.
- 36.2. During the life of this Agreement, the ABS commits to implementing new processes to enable salary to be paid for each assignment as it is progressively completed. Following the implementation of these processes, an Interviewer will be paid fortnightly in arrears, for work submitted during the relevant pay cycle.
- 36.3. Further details on payment of salary are contained in the ABS Interviewers Employment Conditions Manual.

### **37. HOURLY RATE**

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

$$\text{Hourly Rate} = \frac{\text{Annual Salary for the assignment grade}}{\text{313}} \times \frac{1}{36.75}$$

### **38. INTERVIEWING LOADING**

- 38.1. An Interviewer, with the exception of a casual Interviewer, will receive a 9.25% Interviewing Loading in addition to their hourly rate.
- 38.2. 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.

- 38.3. 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.
- 38.4. The Interviewing Loading counts as salary for superannuation purposes.

### **39. CORPORATE COMMUNICATION ALLOWANCE**

- 39.1. An Interviewer, other than a casual Interviewer, will be paid a corporate communication allowance of 28 hours per annum, paid quarterly, at the rate of seven hours at the Grade 2 rate.
- 39.2. 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 PSO 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.
- 39.3. Additional Corporate Communication Allowance may be paid as determined by the Australian Statistician; for example provision of additional reading material to support major changes.
- 39.4. An Interviewer will not be eligible for Corporate Communication Allowance if they are on a period of Leave Without Pay for three months or more when Corporate Communication Allowance is payable.
- 39.5. Further details of the Corporate Communication Allowance arrangements are contained in the ABS Interviewers Employment Conditions Manual.

### **40. STORAGE ALLOWANCE**

- 40.1. 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.
- 40.2. Further details on the Storage Allowance are contained in the ABS Interviewers Employment Conditions Manual.

## **41. LOADING IN LIEU OF LEAVE**

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

## **42. RECOGNITION AND REWARD**

- 42.1. The ABS Recognition and Reward Scheme will apply to recognise exceptional one-off achievements by teams or individuals.
- 42.2. Further details on Recognition and Reward are contained in the ABS Interviewers Employment Conditions Manual.

## **43. SUPERANNUATION**

- 43.1. The ABS will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 43.2. 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 the same percentage of the fortnightly superannuation contribution salary, 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.
- 43.3. 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.
- 43.4. 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).
- 43.5. 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*.
- 43.6. The ABS will make superannuation contributions in respect of paid maternity leave, as if the maternity leave payments were part of an Interviewer's OTE, consistent with clause 2.2.4 of the PSSap Deed.

- 43.7. An Interviewer who was employed in the ABS prior to 30 June 2006, and is still a member of the Australian Government Employees Superannuation Trust is governed by the *Superannuation (Productivity Benefit) Act 1998* (PB Act). Superannuation contributions for an Interviewer covered by the PB Act will be calculated in accordance with that Act. As such clause 43.2 does not apply to an Interviewer covered by the PB Act.
- 43.8. 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**

- 43.9. 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.

#### **Superannuation Allowance for Interviewers Aged 70 Years or Older**

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

#### **44. SALARY ADVANCEMENT**

- 44.1. An eligible Interviewer will receive a performance rating each year which will determine any salary advancement through the base salary range. This advancement will occur:
- (a) for 2011 from the first assignment commencing on or after the commencement of this Agreement; and
  - (b) from then on, the first assignment commencing on or after 1 July each year.
- 44.2. The definitions for each rating 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.

- 44.3. 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.
- 44.4. An Interviewer whose performance is rated 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 rating 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* rating. If the Interviewer's performance does not improve, they will receive a *Less than Effective* rating.
- 44.5. 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 rating.
- 44.6. An Interviewer will be eligible to receive a performance rating 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.
- 44.7. Further details about salary advancement are contained in the ABS Interviewers Employment Conditions Manual.

## **45. SALARY PACKAGING**

- 45.1. The ABS will offer salary packaging for superannuation and motor vehicles to ongoing Interviewers, consistent with Australian Taxation Office rulings. Costs associated with salary packaging will be the responsibility of the Interviewer.
- 45.2. 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.
- 45.3. Further details about salary packaging are contained in the ABS Interviewers Employment Conditions Manual.

## SECTION H – ALLOWANCES AND REIMBURSEMENTS

### 46. REIMBURSEMENT FOR MOTOR VEHICLE EXPENSES

#### Motor Vehicle Allowance (MVA)

46.1. 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.

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

Engine Capacity	Rate per Km \$
2,601cc and above	0.745
1,601 - 2,600 cc	0.735
1,600cc and under	0.611
4WD (approval required)	1.045

46.3. 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.

46.4. The Australian Statistician may increase the MVA rates for a specified period.

46.5. 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.

46.6. 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

46.7. 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.

46.8. Further details on motor vehicle arrangements are contained in the ABS Interviewers Employment Conditions Manual.

#### Motor Vehicle Insurance

46.9. 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.

46.10. 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.

46.11. Further details on reimbursement for motor vehicle insurance costs arrangements are contained in the ABS Interviewers Employment Conditions Manual.

#### **47. INTERVIEWING LANGUAGE ALLOWANCE**

47.1. 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 \$9.00 per hour.

47.2. The Interviewing Language Allowance will be adjusted by the base salary increases applying in July 2012 and July 2013.

47.3. Further details on the Interviewing Language Allowance are contained in the ABS Interviewers Employment Conditions Manual.

#### **48. REMOTE INDIGENOUS COMMUNITY ALLOWANCE**

48.1. An Interviewer who is required to undertake a workload in a Remote Indigenous Community will be paid a Remote Indigenous Community Allowance.

48.2. The rate of Remote Indigenous Community Allowance will be \$25.00 per day.

48.3. Further details on the Remote Indigenous Community Allowance are contained in the ABS Interviewers Employment Conditions Manual.

#### **49. REIMBURSEMENT OF FARES**

49.1. 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 46.1. to 46.6., for the shortest and most practicable route; or
- (c) a combination of MVA and public transport fares.

49.2. Further details on reimbursement of fares are contained in the ABS Interviewers Employment Conditions Manual.

#### **50. REIMBURSEMENT OF EQUIPMENT EXPENSES**

50.1. 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 OHS standards required by ABS.

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

## **51. PROVISION OF INTERVIEWER UNIFORM**

- 51.1. An ongoing Interviewer will be eligible to receive one garment of corporate uniform, being a blouse, shirt, cardigan or vest, per financial year for the life of this Agreement.
- 51.2. Further details on the provision of uniforms, or reimbursement of uniform expenses, are contained in the ABS Interviewers Employment Conditions Manual.

## **52. REIMBURSEMENT FOR EYE TESTS AND SPECTACLES EXPENSES**

- 52.1. An ongoing Interviewer is eligible for an eye test once every two years, and expenses will be reimbursed in accordance with specified limits.
- 52.2. 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 46.1 to 46.6.
- 52.3. 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 52.1.
- 52.4. Details about the reimbursement for eye tests and spectacle expenses are contained in the ABS Interviewers Employment Conditions Manual.

## **53. REIMBURSEMENT FOR LOSS OR DAMAGE**

- 53.1. 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.
- 53.2. Details about the reimbursement for loss and damage to personal effects are contained in the ABS Interviewers Employment Conditions Manual.

## **54. REIMBURSEMENT OF OTHER EXPENDITURE**

- 54.1. An Interviewer will be eligible for reimbursement of expenditure which is actually and properly incurred whilst carrying out an assignment, including:
- (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.
- 54.2. With the exception of items purchased under clause 54.1 (f), an Interviewer should seek prior approval for expenditure of amounts over \$20.00.
- 54.3. Further details about the reimbursement of incidentals and other expenditure are contained in the ABS Interviewers Employment Conditions Manual.

## **SECTION I – TRAVELLING AWAY FROM HOME**

### **55. TRAVEL ALLOWANCE**

- 55.1. 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.
- 55.2. 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 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 56.1) and/or,
  - (b) an Interviewer is provided with adequate meals at the ABS expense.
- 55.3. Further details on travelling away from home, including rates for Travel Allowance, are contained in the ABS Interviewers Employment Conditions Manual.

### **56. CORPORATE CREDIT CARDS**

- 56.1. 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 PSO Working Group Representative; or
  - (c) request and are approved to hold a Corporate Credit Card.
- 56.2. Further details on Corporate Credit Cards are contained in the ABS Interviewers Employment Conditions Manual.

### **57. PART DAY TRAVEL ALLOWANCE**

- 57.1. 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.
- 57.2. 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).
- 57.3. Further details on Part Day Travel Allowance are contained in the ABS Interviewers Employment Conditions Manual.

## **58. AIRLINE LOUNGE MEMBERSHIP**

- 58.1. An ongoing Interviewer who is expected to undertake six or more return airline trips on official ABS business will be entitled to one airline lounge membership per annum.
- 58.2. Further details on airline lounge memberships are contained in the ABS Interviewers Employment Conditions Manual.

## **59. REIMBURSEMENT OF FARES FOR SUPPORT PERSON TRAVEL**

- 59.1. 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.
- 59.2. Further details on reimbursement of fares for support person travel are contained in the ABS Interviewers Employment Conditions Manual.

## **SECTION J – LEAVE**

### **60. GENERAL**

- 60.1. 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.
- 60.2. Leave provisions do not apply to casual Interviewers unless specified.
- 60.3. Leave will count as service unless stated otherwise.
- 60.4. Further details on leave provisions are included in the ABS Interviewers Employment Conditions Manual.

### **61. PRINCIPLE**

- 61.1. 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.

### **62. NOTIFICATION OF ABSENCE**

- 62.1. 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 part or all of the assignment that has been allocated to them.

### **63. CALCULATION OF LEAVE**

- 63.1. 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 should request a review by writing to their Regional Office.

### **64. RATE OF PAY**

- 64.1. 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.

### **65. ANNUAL LEAVE**

- 65.1. Annual Leave accrues progressively at the rate of 20 days per annum on a pro-rata basis, based on the ordinary hours of work undertaken by the Interviewer, and accumulates from year to year. The formula for calculating annual leave is:

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

- 65.2. Annual Leave may be taken at any time, subject to operational requirements.

## **66. EXCESS ANNUAL LEAVE**

- 66.1. Accrued Annual Leave in excess of two year's 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.
- 66.2. 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. Any such direction will provide a reasonable period of notification in which to allow the Interviewer to commence taking Annual Leave. An Interviewer with excess Annual Leave may be directed to take up to one quarter of their total accrued Annual Leave at the time of the direction.

## **67. PERSONAL/CARER'S LEAVE**

- 67.1. Personal/Carer's Leave will accrue at the rate of 12 days per annum on a pro-rata basis, based on the ordinary hours of work undertaken by the Interviewer. The formula for calculating Personal/Carer's Leave is:

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

- 67.2. An ongoing Interviewer will be granted 25 hours of Personal/Carer's Leave on successful completion of the initial Interviewer training period.
- 67.3. 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.
- 67.4. An Interviewer must provide suitable documentary evidence when seeking approval for Personal/Carer's Leave.
- 67.5. Unused Personal/Carer's Leave from previous years will accumulate but cannot be cashed out under any circumstances.

### **Personal/Carer's Leave Without Pay**

- 67.6. 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.
- 67.7. 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. The calculation of leave will be undertaken in accordance with clause 63.1.
- 67.8. 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.

## **68. COMPASSIONATE LEAVE**

- 68.1. 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.
- 68.2. Compassionate Leave may be taken as a single block of two days or as separate periods to the extent of the entitlement.
- 68.3. An Interviewer may be required to provide suitable documentary evidence when applying for Compassionate Leave.

## **69. COMMUNITY SERVICE LEAVE**

- 69.1. 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.

## **70. JURY SERVICE LEAVE**

- 70.1. 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.

## **71. DEFENCE RESERVISTS LEAVE**

- 71.1. 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.

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

- 71.2. An Interviewer is entitled to ADF Reserve leave with pay, for up to four weeks during each calendar year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.
- (a) During the Interviewer's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
  - (b) With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the Interviewer to undertake training as a member of the ADF Reserves.
  - (c) Interviewers are not required to pay their tax free ADF Reserve salary to the ABS in any circumstances.
- 71.3. 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.

- 71.4. Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except Annual Leave.
- 71.5. An eligible Interviewer may also apply for Annual Leave, Long Service Leave, or Leave Without Pay for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- 71.6. An Interviewer is to notify their supervisor when the dates of ADF Reserve, CFTS or Cadet Force activities are known and/or changed.
- 71.7. In accordance with clause 63.1, the amount of Defence Reserve Leave that an Interviewer can access will be based on what the Interviewer would have normally been required to work.

## **72. LONG SERVICE LEAVE**

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

## **73. MATERNITY LEAVE**

- 73.1. Maternity Leave is available to an Interviewer for the period of time she is unable to undertake assignments due to the birth of her child/children. An eligible Interviewer covered under this Agreement will be entitled to Maternity Leave under the *Maternity Leave (Commonwealth Employees) Act 1973*, including access to 12 weeks paid Maternity Leave.
- 73.2. An Interviewer eligible to receive 12 weeks 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 14 weeks paid leave.

## **74. ADOPTION AND FOSTERING LEAVE**

- 74.1. 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 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.

## **75. MATERNITY, ADOPTION AND FOSTERING LEAVE ON HALF PAY**

- 75.1. Maternity, Adoption and Fostering Leave may be taken on half pay. That is, the payment of 14 weeks leave can be spread over a period of 28 weeks. 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 Maternity, Adoption or Fostering Leave available.

## **76. PRE-ADOPTION LEAVE**

- 76.1. 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.

## **77. MATERNITY, ADOPTION AND FOSTERING LEAVE WITHOUT PAY**

- 77.1. 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 Maternity Leave where both paid and unpaid leave counts as service for all purposes.

## **78. LEAVE WITHOUT PAY**

- 78.1. 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 67.3(a) and 67.3(b);
  - (d) personal development and training;
  - (e) days of cultural and religious significance; and
  - (f) community and volunteer purposes.
- 78.2. 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.
- 78.3. An Interviewer may be required to provide supporting evidence to assist consideration of an application for Leave Without Pay.
- 78.4. Leave Without Pay may be granted for the period of the request or for another period and approval may be subject to conditions.
- 78.5. 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 any purpose.

- 78.6. 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.

## **79. MISCELLANEOUS LEAVE**

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

- (a) where an Interviewer is unable to complete their assignment due to a natural disaster;
- (b) where an Interviewer incurs a significant equipment failure which prevents them from undertaking or completing their assignment;
- (c) participation in major international sporting events; or
- (d) participation in National Aboriginal and Islander Day Observance Committee Week activities.

## **80. NON APPROVAL OF LEAVE**

- 80.1. 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.

## **81. LEAVE SUBSTITUTION**

- 81.1. An Interviewer on Annual Leave and Long Service Leave may substitute this leave in circumstances where they are:

- (a) medically unfit for duty for one day or longer;
- (b) eligible for Compassionate Leave;
- (c) eligible for paid Community Service Leave for one day or longer; or
- (d) required to care for members of their immediate family or household who are ill or injured for three consecutive days or more.

- 81.2. 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.

## **82. PORTABILITY OF ACCRUED LEAVE ENTITLEMENTS**

- 82.1. From the commencement of this Agreement, 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.

- 82.2. Where there is a break in service, Personal/Carer's Leave (however described), may be recognised under Prior Service provisions in clause 83.1.

### **83. PRIOR SERVICE**

- 83.1. 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.
- 83.2. 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 83.1.
- 83.3. 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 K - PERFORMANCE MANAGEMENT

## 84. PERFORMANCE MANAGEMENT SCHEME

### Managing for Good Performance

- 84.1. All ongoing Interviewers are required to participate in the Performance Management Scheme, with the exception of an Interviewer on probation.
- 84.2. Non-ongoing Interviewers who are expected to be engaged for a term of more than six months are also required to participate in the Performance Management Scheme. While other non-ongoing and casual Interviewers will not formally participate in the Scheme, they will be provided with clear expectations on performance, and feedback, to support effective performance.
- 84.3. The Performance Management Scheme supports discussions between an Interviewer and Manager by providing a framework under which regular feedback on performance, both positive and developmental, is given, and personal development needs are discussed.
- 84.4. The Scheme 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

- 84.5. 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 and 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

- 84.6. 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.
- 84.7. 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

84.8. Details of the Managing Performance arrangements, including the Performance Management Scheme and Managing Underperformance processes, are contained in the ABS Interviewers Employment Conditions Manual.

## **85. LEARNING AND DEVELOPMENT**

85.1. 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.

85.2. During the life of this Agreement, the ABS will continue to review and improve Interviewer learning and development programs and resources.

85.3. Further details regarding learning and development are contained in the ABS Interviewers Employment Conditions Manual.

## SECTION L – MANAGING EXCESS STAFFING SITUATIONS

### 86. GENERAL

- 86.1. The ABS is committed to ensuring an Interviewer is efficiently and effectively employed in order to meet the ABS's core business requirements.
- 86.2. 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.

### 87. APPLICATION

- 87.1. 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

- 87.2. Where the ABS is aware that an Interviewer may become excess, the Interviewer will be advised of the situation at the earliest practicable time.
- 87.3. 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

- 87.4. 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.
- 87.5. A minimum payment of four weeks pay and a maximum payment of 48 weeks pay apply.

**Note:** "Weeks pay" is defined at Clause 87.10(b).

### **Service for redundancy pay purposes**

- 87.6. For the purpose of calculating an entitlement in accordance with clause 87.4 "service" means:
- (a) service in a government agency;
  - (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**

- 87.7. 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**

- 87.8. 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**

87.9. 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**

87.10. For the purposes of calculating any payment under clause 87.4 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, Communication Allowance and Interviewing Loading payments but does not include Motor Vehicle Allowance, Travel Allowance or reimbursement of expenses.

### **Period of notice - termination**

87.11. 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.

87.12. 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 87.10.

### **Financial Advice**

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

### **Career Advice**

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

## **SECTION M – VALUES AND CODE OF CONDUCT**

### **88. INTERVIEWER'S VALUES AND CODE OF CONDUCT**

88.1. 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.

### **89. MANAGING BREACHES OF THE CODE OF CONDUCT**

89.1. 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.

89.2. Prior to any action being taken in relation to clause 89.1, the Interviewer shall have seven days in which to show cause why the action should not be taken.

# SECTION N – RESOLVING WORKPLACE ISSUES AND DISPUTE RESOLUTION

## 90. REVIEW OF EMPLOYMENT RELATED ACTIONS

- 90.1. 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*.
- 90.2. Further details of review of employment related actions are contained in the ABS Interviewers Employment Conditions Manual.

## 91. DISPUTE RESOLUTION

### Dispute Resolution

- 91.1. 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.
- 91.2. An Interviewer who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 91.3. 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.
- 91.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
- 91.5. Fair Work Australia may deal with the dispute in 2 stages:
- (a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) If Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
    - i. arbitrate the dispute; and
    - ii. make a determination that is binding on the parties.

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

*A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

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

## **92. REVIEW OF TERMINATION OF EMPLOYMENT**

- 92.1. 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.
- 92.2. Termination of, or a decision to terminate, employment, cannot be reviewed under the Resolving Workplace Issues and Dispute Resolution procedures outlined in this Agreement.
- 92.3. 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.

## SECTION O – SIGNATORIES

### 93. SIGNATORIES

#### Employer

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

Signed



Full Name: Brian Pink

Title: Australian Statistician

Agency: Australian Bureau of Statistics

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

Date: 21 July 2011

#### Bargaining Representative: CPSU the Community and Public Sector Union

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

Signed



Name: Rupert Evans

Title: CPSU Deputy Secretary

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

Date: 21 July 2011

## ATTACHMENT 1 – SALARY RATES

Assignment Grade	Pay Point	Salary on commencement of this agreement		July 2012 - Salary Increase		July 2013 - Salary Increase	
		\$		\$		\$	
		Annual	Hourly	Annual	Hourly	Annual	Hourly
<b>Base</b>	<b>1</b>	40587	21.17	41805	21.81	43059	22.46
	<b>2</b>	41602	21.70	42850	22.35	44135	23.02
	<b>3</b>	42616	22.23	43895	22.90	45212	23.58
	<b>4</b>	43631	22.76	44940	23.44	46288	24.14
	<b>5</b>	44646	23.29	45986	23.99	47365	24.71
<b>Grade 2</b>	<b>1</b>	45965	23.98	47344	24.70	49087	25.60
	<b>2</b>	47114	24.58	48528	25.31	50314	26.24
	<b>3</b>	48263	25.17	49711	25.93	51541	26.88
	<b>4</b>	49412	25.77	50895	26.55	52769	27.52
	<b>5</b>	50562	26.37	52078	27.16	53996	28.17
<b>Grade 3</b>	<b>1</b>	49719	25.93	51211	26.71	53070	27.68
	<b>2</b>	50962	26.58	52491	27.38	54397	28.37
	<b>3</b>	52205	27.23	53772	28.05	55724	29.07
	<b>4</b>	53448	27.88	55052	28.72	57050	29.76
	<b>5</b>	54691	28.53	56332	29.38	58377	30.45
<b>Grade 4</b>	<b>1</b>	58851	30.70	60617	31.62	62758	32.74
	<b>2</b>	60322	31.46	62132	32.41	64327	33.55
	<b>3</b>	61794	32.23	63648	33.20	65896	34.37
	<b>4</b>	63265	33.00	65163	33.99	67465	35.19
	<b>5</b>	64736	33.77	66679	34.78	69034	36.01

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 from commencement of this Agreement will be payable from the first assignment commencing on or after commencement of the Agreement. The salary increase for 2012 and 2013 will be payable from the commencement of the first assignment commencing on or after 1 July of that year.