



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Bureau of Statistics
(AG2024/2783)

AUSTRALIAN BUREAU OF STATISTICS INTERVIEWERS ENTERPRISE AGREEMENT 2024-2027

Commonwealth employment

COMMISSIONER MCKINNON

SYDNEY, 22 AUGUST 2024

Application for approval of the Australian Bureau of Statistics Interviewers Enterprise Agreement 2024-2027

[1] The Australian Bureau of Statistics has applied for approval of a single enterprise agreement known as the *Australian Bureau of Statistics Interviewers Enterprise Agreement 2024-2027* (the Agreement).

[2] On the papers and having regard to the Statement of Principles¹, I am satisfied that each of the requirements of ss.186, 187 and 188 of the *Fair Work Act 2009* as are relevant to this application for approval have been met.

[3] The Agreement is approved and will operate from 29 August 2024. The nominal expiry date of the Agreement is 18 June 2027.

[4] The Agreement covers the CPSU, the Community and Public Sector Union (CPSU).




COMMISSIONER

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¹ *Fair Work (Statement of Principles on Genuine Agreement) Instrument 2023.*



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SECTION A – TECHNICAL MATTERS

1 TITLE

- 1.1 This agreement shall be known as the *Australian Bureau of Statistics Interviewers Enterprise Agreement 2024-2027*.

2 PARTIES TO THE AGREEMENT

- 2.1 This agreement covers:
- a. the Australian Statistician;
 - b. all Australian Bureau of Statistics (ABS) Interviewers; and
 - c. subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation which was a bargaining representative for this agreement: the Community and Public Sector Union (CPSU).

3 OPERATION OF THE AGREEMENT

- 3.1 This agreement will commence operation seven days after approval by the Fair Work Commission.
- 3.2 This agreement will nominally expire on 18 June 2027.

4 DELEGATIONS

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

5 NATIONAL EMPLOYMENT STANDARDS (NES) PRECEDENCE

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

6 CLOSED COMPREHENSIVE AGREEMENT

- 6.1 This agreement states the terms and conditions of employment of Interviewers covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.
- 6.2 This agreement will be supported by policies and guidelines, as implemented and varied from time to time.
- 6.3 Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

7 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 7.1 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 agreement deals with one or more of the following matters:
 - i arrangements about when work is performed;
 - ii allowances;
 - iii remuneration;
 - iv leave; and
 - b. the arrangement meets the genuine needs of the ABS and Interviewer in relation to one or more of the matters mentioned in clause 7.1(a); and
 - c. the arrangement is genuinely agreed to by the Australian Statistician and Interviewer.
- 7.2 The Australian Statistician must ensure that the terms of the individual flexibility arrangement:
- a. are about permitted matters under section 172 of the FW Act;
 - b. are not unlawful terms under section 194 of the FW Act;
 - c. result in the Interviewer being better off overall than the Interviewer would be if no arrangement was made.
- 7.3 The Australian Statistician must ensure that the individual flexibility arrangement:
- a. is in writing;
 - b. includes the name of the ABS and Interviewer;
 - 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 enterprise agreement that will be varied by the arrangement;
 - ii how the arrangement will vary the effect of the terms;
 - iii how the Interviewer will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - e. states the day on which the arrangement commences.
- 7.4 The Australian Statistician must give the Interviewer a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5 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.
- 7.6 The Australian Statistician and Interviewer are to review the individual flexibility arrangement at least every 12 months.

8 DEFINITIONS

8.1 The following definitions apply to this agreement:

ABS means the Australian Bureau of Statistics.

ABS Interviewer Employment Conditions Manual are the guidelines which provide further information on the employment conditions of ABS Interviewers, including those contained in this agreement.

Accrual year means 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.

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

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

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

Base location refers to an Interviewer's place of residence at the time of their engagement, or as otherwise approved.

Casual Interviewer means an Interviewer engaged under Subsection 16(2) of the *Australian Bureau of Statistics Act 1975* and in accordance with Regulation 7 of the *Census and Statistics Regulation 2016* (other than persons engaged for the conduct of the Census of Population and Housing or purposes other than as ABS Interviewers) who is a casual employee as defined by the FW Act.

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

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

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

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

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

Employee means a person engaged by the ABS as an ABS Interviewer.

Engagement applies to a person newly appointed as an ABS Interviewer.

Family means:

- a. a spouse, former spouse, de facto partner or former de facto partner of the Interviewer;
- b. a child, parent, grandparent, grandchild, or sibling of the Interviewer;
- c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the Interviewer;

- d. a member of the Interviewer's household;
- e. any person dependent on the Interviewer for care or support such as a relation by blood; or
- f. a person with whom the Interviewer has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the Interviewer belongs.

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

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

Full-time Interviewer means an Interviewer employed to work an average of 36.75 hours per week in accordance with this agreement.

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

HSO means Household Survey Operations.

HSO Working Group refers to the forum for consultation on significant national work-related issues affecting Interviewers. It comprises Interviewer Representatives and ABS management.

Interviewer (or ABS Interviewer) means an employee of the ABS engaged under subsection 16(2) of the *Australian Bureau of Statistics Act 1975* and in accordance with Regulation 7 of the *Census and Statistics Regulation 2016* (other than persons engaged for the conduct of the Census of Population and Housing or purposes other than as ABS Interviewers) who is covered by this agreement (whether full-time, part-time or casual, ongoing or non-ongoing).

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

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

Movement in the Sample means Geographic movement in the household survey sample (following a Census of Population and Housing).

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

Non-ongoing Interviewer means an Interviewer engaged under Subsection 16(2) of the *Australian Bureau of Statistics Act 1975* and in accordance with Regulation 7 of the *Census and Statistics Regulation 2016* (other than persons engaged for the conduct of the Census of Population and Housing or purposes other than as ABS Interviewers) for a specified term or for a specified task, and consistent with the FW Act.

Ongoing Interviewer means an Interviewer engaged under Subsection 16(2) of the *Australian Bureau of Statistics Act 1975* and in accordance with Regulation 7 of the *Census and Statistics Regulation 2016* (other than persons engaged for the conduct of the Census of Population and Housing or purposes other than as ABS Interviewers).

Panel means the entire workforce of ABS Interviewers.

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

Partner means a spouse or de facto partner.

Part-time Interviewer means an Interviewer employed to work less than an average of 36.75 hours per week in accordance with this agreement.

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

Private travel means travel for a private purpose which is taken in conjunction with official travel for ABS business.

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

Registered Health Practitioner means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration or licensing of health practitioners (or health practitioners of that type). It includes, for example, a medical doctor, dentist, pharmacist, physiotherapist, psychologist, or nurse practitioner.

Remote Indigenous Communities means Indigenous Communities which are located in Remote and Very Remote areas as defined by the Australian Statistical Geography Standard (ASGS) Remoteness Structure.

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

Suitable documentary evidence means 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.

Supervisor means an Interviewer's direct manager who is usually the person to whom an Interviewer reports to on a day-to-day basis for work related matters.

Survey Month is defined as commencing from the Sunday of Monthly Population Survey (MPS) week one, through to the Saturday immediately preceding the Sunday of the next MPS week one.

Writing shall be taken, unless the contrary intention appears, to include email.

SECTION B – OBJECTIVES

9 OBJECTIVES

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

SECTION C – INTERVIEWER SUPPORT AND WORKPLACE CULTURE

10 BLOOD DONATION

- 10.1 An Interviewer can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and the ABS will consider Interviewers on duty.
- 10.2 The Interviewer must inform their supervisor in advance of when they will be away from work before donating blood, plasma or platelets.

11 VACCINATIONS

- 11.1 The ABS will offer annual influenza vaccinations to all Interviewers at no cost.
- 11.2 Where the ABS requires an Interviewer performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the Interviewer.

12 EMPLOYEE ASSISTANCE PROGRAM

- 12.1 Interviewers, and their families will have access to a confidential, professional counselling service to assist Interviewers to manage personal and work issues. This service will be provided at no cost to Interviewers by the ABS and will be accessible on paid time.

13 SAFE WORKPLACES

Commitment to a safe and healthy work environment

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

14 INCLUSION AND DIVERSITY

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

14.2 All Interviewers have a responsibility to uphold these principles.

15 RESPECT AT WORK

Principles

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

Consultation

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

16 FAMILY AND DOMESTIC VIOLENCE SUPPORT

- 16.1 The ABS will provide support for Interviewers affected by family and domestic violence, depending on the Interviewer's circumstances.
- 16.2 The ABS recognises that a holistic approach should be taken to support the Interviewer, appropriate for the Interviewer's individual circumstances.
- 16.3 Family and domestic violence support provisions, including paid leave, are available to all Interviewers covered by this agreement.
- 16.4 An Interviewer experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an Interviewer experiencing family and domestic violence may access this leave include, but are not limited to:
- a. illness or injury affecting the Interviewer resulting from family and domestic violence;
 - b. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
 - c. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
 - d. making arrangements for the Interviewer's safety, or the safety of a close relative;
 - e. accessing alternative accommodation;
 - f. accessing police services;
 - g. attending court hearings;
 - h. attending counselling; and

- i. attending appointments with medical, financial or legal professionals.
- 16.5 The entitlement exists in addition to an Interviewer's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
- 16.6 Given the emergency context in which leave may need to be accessed, Interviewers can proceed to take the leave and seek approval at a later date, as soon as practicable.
- 16.7 These family and domestic violence support clauses do not reduce an Interviewer's entitlement to family and domestic violence leave under the NES.
- 16.8 Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing Interviewers at their full rate as if they were at work.
- 16.9 Paid leave for casual Interviewers under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
- 16.10 Evidence may be requested to support the ABS in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the Interviewer and a statutory declaration is the only form of evidence the ABS will require, unless the Interviewer chooses to provide another form of evidence.
- 16.11 An Interviewer may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
- 16.12 The ABS will take all reasonable measures to treat information relating to family and domestic violence confidentially. The ABS will adopt a 'needs to know' approach regarding communication of an Interviewer's experience of family and domestic violence, subject to steps the ABS may need to take to ensure the safety of the Interviewer, other employees or persons, or mandatory reporting requirements.
- 16.13 Where the ABS needs to disclose confidential information for purposes identified in clause 16.12, where it is possible the ABS will seek the Interviewer's consent and take practical steps to minimise any associated safety risks for the Interviewer and/or privacy breaches.
- 16.14 The ABS will not store or include information on the Interviewer's payslip in relation to the Interviewer's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
- 16.15 Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or location of work where reasonably practicable.
- 16.16 The ABS will acknowledge and take into account an Interviewer's experience of family and domestic violence if an Interviewer's attendance or performance at work is affected.

17 INTEGRITY AND TRANSPARENCY

- 17.1 The ABS understands that procedural fairness is essential in building and maintaining trust with Interviewers, and that it requires fair and impartial processes for Interviewers affected by ABS decisions.
- 17.2 Interviewers must behave with integrity and be frank, honest, and timely in their actions and advice. Interviewers will not be disadvantaged or discriminated against because they have acted or given advice in accordance with their expertise and in accordance with the Interviewers' Values and Code of Conduct. Interviewers can, during their ordinary work hours, take time to undertake ABS mandated training about integrity.

18 INTERVIEWER'S VALUES AND CODE OF CONDUCT

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

19 MANAGING BREACHES OF THE INTERVIEWERS' CODE OF CONDUCT

- 19.1 Procedures have been established to determine whether an Interviewer has breached the Interviewers' Code of Conduct. These procedures are set out in the ABS Interviewers Employment Conditions Manual. A finding of a breach of the Interviewers' 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.
- 19.2 Prior to any action being taken in relation to clause 19.1, the Interviewer shall have seven days in which to show cause why the action should not be taken. An investigation into a potential breach of the Interviewers' Code of Conduct will be conducted in accordance with the principles of natural justice and procedural fairness.

20 DISASTER SUPPORT

- 20.1 Where an official disaster or emergency is declared and this prevents an Interviewer from reasonably attending work, or where it impacts their household or home, the Australian Statistician will consider flexible working arrangements to assist the Interviewer to perform their work.
- 20.2 Where flexible working arrangements are not appropriate, the Australian Statistician may grant paid miscellaneous leave to an Interviewer with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.

20.3 In considering what period of leave is appropriate, the Australian Statistician will take into account the safety of the Interviewer, their family (including their household) and advice from local, State and Commonwealth authorities.

SECTION D – CONSULTATION

21 CONSULTATION

Principles

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

When Consultation is Required

- 21.4 Consultation is required in relation to:
- a. changes to work practices which materially alter how an Interviewer carries out their work;
 - b. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are legislative, minor or procedural);
 - c. major change that is likely to have a significant effect on Interviewers;
 - d. implementation of decisions that significantly affect Interviewers;
 - e. changes to Interviewers regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
 - f. other workplace matters that are likely to significantly or materially impact Interviewers.

21.5 The ABS, Interviewers and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the ABS. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

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

21.6 This clause applies if the ABS:

- a. proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Interviewers; or
- b. proposes to introduce a change to the regular roster or ordinary hours of work of Interviewers.

Representation

21.7 Interviewers may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.

21.8 The ABS must recognise the representative if:

- a. a relevant Interviewer appoints, or relevant Interviewers appoint, a representative for the purposes of consultation; and
- b. the Interviewer or Interviewers advise the ABS of the identity of the representative.

Major Change

21.9 In this clause, a major change is likely to have a significant effect on Interviewers if it results in, for example:

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

21.10 The following additional consultation requirements in clause 21.11 to 21.17 apply to a proposal to introduce a major change referred to in clause 21.4(c).

21.11 Consultation with Interviewers and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 21.5.

21.12 Where practicable, an ABS change manager or a primary point of contact will be appointed and their details provided to Interviewers and the relevant union(s) and/or their recognised representatives.

21.13 The ABS must notify Interviewers and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.

21.14 As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 21.5, the ABS must:

- a. discuss with affected Interviewers and relevant union(s) and/or other recognised representatives:
 - i the proposed change;
 - ii the effect the proposed change is likely to have on the Interviewers; and
 - iii proposed measures to avert or mitigate the adverse effect of the proposed change on the Interviewers; and
- b. for the purposes of the discussion – provide, in writing, to Interviewers and the relevant union(s) and/or other recognised representatives:
 - i all relevant information about the proposed change, including the nature of the change proposed; and
 - ii information about the expected effects of the proposed change on the Interviewers; and
 - iii any other matters likely to affect the Interviewers.

21.15 The ABS must give prompt and genuine consideration to matters raised about the major change by Interviewers and the relevant union(s) and/or other recognised representatives.

21.16 However, the ABS is not required to disclose confidential or commercially sensitive information to Interviewers and the relevant union(s) and/or other recognised representatives.

21.17 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the ABS, the requirements set out in clauses 21.11 to 21.15 are taken not to apply.

Change to Regular Roster or Ordinary Hours of Work

21.18 The following additional consultation requirements in clause 21.19 to 21.22 apply to a proposal to introduce a change referred to in clause 21.4(e).

21.19 The ABS must notify affected Interviewers and the relevant union(s) and/or other recognised representatives of the proposed change.

21.20 As soon as practicable after proposing to introduce the change, the ABS must:

- a. discuss with Interviewers and the relevant union(s) and/or other recognised representatives:
 - i the proposed introduction of the change; and
- b. for the purposes of the discussion – provide the Interviewers and relevant union(s) and/or other recognised representatives:

- i all relevant information about the proposed change, including the nature of the proposed change; and
 - ii information about what the ABS reasonably believes will be the effects of the proposed change on the Interviewers; and
 - iii information about any other matters that the ABS reasonably believes are likely to affect the Interviewers; and
- c. invite Interviewers and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the ABS is not required to disclose confidential or commercially sensitive information to the relevant Interviewers and the relevant union(s) and/or other recognised representatives.

21.21 The ABS must give prompt and genuine consideration to matters raised about the proposed change by the Interviewers and the relevant union(s) and/or other recognised representatives.

Interaction with Emergency Management Activities

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

22 CONSULTATIVE FRAMEWORK

22.1 The ABS Consultative Framework is established because the ABS is committed to effective workplace relations that value consultation, communication and cooperation. The ABS consultative framework includes line managers, HSO Working Group, National Forum and Interviewer representatives.

22.2 The HSO Working Group is the key forum for consultation on the implementation and operation of this agreement and general workplace relations matters. It comprises representatives of ABS management and elected Interviewer representatives.

22.3 The HSO Working Group will maintain an agreed Terms of Reference (TOR). Any changes to the TOR will be consulted upon and agreed at the HSO Working Group.

23 FREEDOM OF ASSOCIATION

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

24 DELEGATES' RIGHTS

24.1 Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting Interviewer access to union officials, and providing Interviewer views to the agency.

24.2 The role of union delegates is to be respected and supported.

24.3 The ABS and union delegates will work together respectfully and collaboratively.

Supporting the Role of Union Delegates

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

25 INTERVIEWER SUPPORT AND REPRESENTATION

Support Person

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

25.2 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.

Representative

25.3 An Interviewer has the right to be formally represented by a representative.

SECTION E – EMPLOYMENT ARRANGEMENTS

26 JOB SECURITY

Commitment to Ongoing Employment

- 26.1 In its engagement decisions, the ABS recognises that the usual basis for engagement is as an ongoing ABS Interviewer.

Reporting

- 26.2 The ABS will report to the HSO Working Group on an annual basis, or more frequently if agreed, on the number, duration and location of ongoing, non-ongoing and casual Interviewers engaged by the ABS.

Pathways to Permanency

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

27 CASUAL EMPLOYMENT

- 27.1 A casual Interviewer is defined in the definitions section.
- 27.2 A casual Interviewer will undertake irregular or intermittent duties, such as screening households to establish survey samples or facilitating interviews with remote Indigenous households.
- 27.3 A decision to expand the use of casual Interviewers is subject to clauses 21.1 to 21.22 (consultation section) of this agreement.
- 27.4 The ABS will regularly review the working arrangements of casual Interviewers to assess if they are genuinely performing casual duties as defined in the FW Act, and report de-identified outcomes to the HSO Working Group.
- 27.5 Remuneration for casual Interviewers is on an hourly basis. A casual Interviewer will receive a 25 per cent loading on the base hourly rate of their assignment type as set out in this agreement.
- 27.6 The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
- 27.7 A casual Interviewer who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

28 NON-ONGOING EMPLOYMENT

- 28.1 A non-ongoing Interviewer is defined in the definitions section.

- 28.2 An Interviewer may be engaged as a non-ongoing Interviewer to address a peak in the survey program with engagement for specified surveys.
- 28.3 Non-ongoing Interviewers will generally have the same terms and conditions of employment as ongoing Interviewers under this agreement's terms, except:
- a. minimum hours of work at clause 32.2;
 - b. personal/carer's leave accrual at clauses 76.3 to 76.4;
 - c. redundancy provisions at clauses 95.1 to 95.14, subject to clause 28.4;
 - d. salary packaging provisions at clauses 53.1 to 53.3;
 - e. provision of Interviewer uniform at clauses 63.1 to 63.2;
 - f. reimbursements for eye tests and spectacles at clauses 64.1 to 64.4; and
 - g. reimbursement for motor vehicle insurance at clause 56.10.
- 28.4 If the non-ongoing Interviewer's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clauses 95.1 to 95.14 will apply.
- 28.5 If the redundancy provisions apply to an Interviewer under clause 28.4, the ABS must adhere to the consultation requirements at clauses 21.1 to 21.17 and clauses 95.2 to 95.3.
- 28.6 Further details on ongoing, non-ongoing and casual employment arrangements are contained in the ABS Interviewers Employment Conditions Manual.

29 PROBATION

- 29.1 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.
- 29.2 The probation period may be waived or reduced for a newly engaged ongoing Interviewer, who has:
- a. more than three months continuous service as a non-ongoing Interviewer immediately prior to their engagement; or
 - b. previously been engaged as an ongoing ABS employee.
- 29.3 Further details on probation are contained in the ABS Interviewers Employment Conditions Manual.

30 BASE LOCATION

- 30.1 An Interviewer's base location is their place of residence at the commencement of this agreement, or, for Interviewers engaged after the commencement of this agreement, their place of residence at the time of their engagement, or as otherwise approved.
- 30.2 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 15km of their current base location. The ABS will consider other requests to change an Interviewer's base location subject to operational requirements.

- 30.3 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.
- 30.4 An Interviewer's employment may be terminated if they move from their base location without approval and are not on approved leave in accordance with clause 30.3.
- 30.5 Further details on base location are contained in the ABS Interviewers Employment Conditions Manual.

31 HOURS OF WORK

- 31.1 Interviews and data collection activities will be conducted between 8:30am and 8:30pm Monday to Friday and 9:00am and 5:00pm Saturday. Interviews may also, at the discretion of the Interviewer, be conducted between 9:00am and 5:00pm on Sundays and public holidays. Interviews may also be conducted outside these hours as agreed between the Interviewer and the respondent. An Interviewer is not required to work more than six consecutive days.
- 31.2 Interviewers may vary working hours, patterns and arrangements within specified limits and parameters, to provide flexibility to Interviewers, respondents and the ABS.
- 31.3 Further details on hours of work are contained in the ABS Interviewers Employment Conditions Manual.

32 MINIMUM HOURS OF WORK

- 32.1 A part-time 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.
- 32.2 A part-time ongoing Interviewer will be engaged for a minimum of 45 ordinary hours of work for the two week period they are required to be available each month, with a minimum of 15 hours in each week.
- 32.3 A part-time non-ongoing Interviewer will be engaged for a minimum 15 ordinary hours of work for the two week period they are required to be available each month. This does not apply to a casual Interviewer.
- 32.4 An Interviewer may, by agreement with the ABS, negotiate lower minimum hours of work.
- 32.5 When travelling away from their base location on official ABS travel for a period of two nights or more, the minimum ordinary hours of work will be seven hours on each non travel day subject to clause 33.8. A minimum payment of seven hours will apply to each non-travel day. Any private travel will not attract the minimum seven hour payment on that day.

- 32.6 Where the ABS requests an Interviewer to perform reasonable additional hours after the final notification email and the Interviewer agrees to perform these hours, the minimum hours of work will be three hours for telephone and face-to-face survey work, including administration and any reasonable travel time. For all other work, the minimum hours of work will be one hour, including administration and any reasonable travel time.
- 32.7 Further details on minimum hours of work are contained in the ABS Interviewers Employment Conditions Manual.

33 ORDINARY HOURS OF WORK

- 33.1 The ordinary hours of work for a full-time Interviewer are 36.75 hours per week.
- 33.2 The ordinary hours of work for a part-time Interviewer are the hours agreed to in their part-time work agreement.
- 33.3 Part-time work agreements will include the ordinary hours the Interviewer will work each week and the ordinary hours of work on each day.
- 33.4 Ordinary hours of work may be worked flexibly subject to clauses 31.1 to 31.2.
- 33.5 Part-time work agreements will be reviewed at least every six months.
- 33.6 Part-time work agreements may be varied on a permanent or temporary basis by agreement.
- 33.7 Reasonable additional hours may be worked by agreement between an Interviewer and their supervisor. Reasonable additional hours may be requested by a supervisor or an Interviewer.
- 33.8 The ABS will not require an Interviewer to undertake more than 36.75 ordinary hours of work in a week.
- 33.9 Interviewers will not be required to work less than their ordinary hours of work.
- 33.10 Interviewers on a formal graduated return to work program shall not be required to work more than the hours specified under that program.
- 33.11 Further details on ordinary hours of work are contained in the ABS Interviewers Employment Conditions Manual.

34 WORKLOADS

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

- 34.2 When determining workloads for an Interviewer or group of Interviewers, the ABS will consider the need for Interviewers to strike a balance between their work and personal life.
- 34.3 Where an Interviewer or group of Interviewers raise that they have experienced significant workload pressures over a prolonged period of time, the ABS and Interviewer(s) together must review the Interviewers' workloads and priorities, and determine appropriate strategies to manage the impact on the Interviewer or group of Interviewers.

35 FLEXIBLE WORKING ARRANGEMENTS

- 35.1 The ABS, Interviewers and their union recognise:
- a. the importance of an appropriate balance between Interviewers' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
 - b. access to flexible work can support strategies to improve diversity in employment and leadership in the ABS;
 - c. access to flexible work supports ABS capability, and can assist in attracting and retaining the Interviewers needed to deliver for the Australian community, including Interviewers located at a wider range of locations;
 - d. that flexibility applies to all roles in the ABS, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - e. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
- 35.2 The ABS is committed to engaging with Interviewers and their union to build a culture that supports flexible working arrangements across the ABS. This may include developing and implementing strategies through HSO Working Group.
- 35.3 Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

Requesting Formal Flexible Working Arrangements

- 35.4 The following provisions do not diminish an Interviewer's entitlement under the NES.
- 35.5 An Interviewer may make a request for a formal flexible working arrangement.
- 35.6 The request must:
- a. be in writing;
 - b. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - c. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
- 35.7 The Australian Statistician must provide a written response to a request within 21 days of receiving the request.

35.8 The response must:

- a. state that the Australian Statistician approves the request and provide the relevant detail in clause 35.9; or
- b. if following discussion between the ABS and the Interviewer, the ABS and the Interviewer agree to a change to the Interviewer's working arrangements that differs from that set out in the request – set out the agreed change; or
- c. state that the Australian Statistician refuses the request and include the following matters:
 - i details of the reasons for the refusal; and
 - ii set out the ABS' particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - iii either:
 - set out the changes (other than the requested change) in the Interviewer's working arrangements that would accommodate, to any extent, the Interviewer's circumstances outlined in the request and that the agency would be willing to make; or
 - state that there are no such changes; and
- d. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the Interviewer is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.

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

- a. any security and work health and safety requirements;
- b. a review date (subject to clause 35.13); and
- c. the cost of establishment (if any).

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

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

35.11 Reasonable business grounds include, but are not limited to:

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

- c. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
- d. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
- e. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
- f. it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.

35.12 For First Nations Interviewers, the ABS must consider connection to country and cultural obligations in responding to requests for altering the location of work.

35.13 Approved flexible working arrangements will be reviewed by the ABS and the Interviewer after 12 months, or a shorter period, if agreed by the Interviewer. This is to ensure the effectiveness of the arrangement.

Varying, Pausing or Terminating Flexible Working Arrangements

35.14 An Interviewer may request to vary an approved flexible working arrangement in accordance with clause 35.6. An Interviewer may request to pause or terminate an approved flexible working arrangement.

35.15 The Australian Statistician may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 35.17.

35.16 The Australian Statistician must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the Interviewer, having regard to the circumstances of the Interviewer. Exceptions to this requirement are urgent and critical operational circumstances or an Interviewer's demonstrated and repeated failure to comply with the agreed arrangements.

35.17 Prior to the Australian Statistician varying, pausing or terminating the arrangement under clause 35.15, the ABS must have:

- a. discussed with the Interviewer their intention to vary, pause or terminate the arrangement with the Interviewer;
- b. genuinely tried to reach an agreement with the Interviewer about making changes to the Interviewer's working arrangements to accommodate the Interviewer's circumstances (subject to any reasonable business grounds for alteration);
- c. had regard to the consequences of the variation, pause or termination for the Interviewer;
- d. ensured the variation, pause or termination is on reasonable business grounds; and
- e. informed the Interviewer in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 35.8(c).

Ad-Hoc Arrangements

- 35.18 Interviewers may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
- 35.19 Interviewers should, where practicable, make the request in writing and provide as much notice as possible.
- 35.20 Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 35.4 to 35.13.
- 35.21 The ABS should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the Interviewer's circumstances and reasonable business grounds.
- 35.22 Where a regular pattern of requests for ad-hoc arrangements from an Interviewer emerges, the ABS should consider whether it is appropriate to seek to formalise the arrangement with the Interviewer.

36 PART-TIME WORK

- 36.1 Interviewers engaged on a full-time basis will not be compelled to convert to part-time employment.
- 36.2 Interviewers engaged on a part-time basis will not be compelled to convert to full-time employment.

37 PUBLIC HOLIDAYS

- 37.1 An Interviewer whose ordinary hours of work fall on a public holiday will not be required to work. Payment for that day will be in accordance with the Interviewer's ordinary hours of work.
- 37.2 Interviewers are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- a. January (New Year's Day);
 - b. 26 January (Australia Day);
 - c. Good Friday and the following Monday;
 - d. 25 April (ANZAC Day);
 - e. the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - f. 25 December (Christmas Day);
 - g. 26 December (Boxing Day);
 - h. any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the Fair Work Regulations 2009 from counting as a public holiday.

- 37.3 If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- 37.4 Where a public holiday falls during a period when an Interviewer is absent on leave (other than annual leave, paid personal/carer's leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. If on long service leave on half pay, payment is at half pay).
- 37.5 An Interviewer, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where the Interviewer would not normally have worked on that day.

38 ASSIGNMENT TYPE

- 38.1 An Interviewer's assignment types are detailed below. Interviewers performing within the assignment types listed in the table in this clause will be paid at the hourly rate for the relevant assignment type set out in Attachment A – Salary Rates.

Assignment Type	Definition
Interviewer	All Interviewer duties and associated training, except those classified as Senior Interviewer duties. Interviewer duties include interviewing and data collection activities including those that are very complex or very sensitive to respondent reaction and associated training; Remote Indigenous Community interviewing; refusal follow up; representative duties, such as those associated with Local Area Networks, Health and Safety and HSO Working Group.
Senior Interviewer	Senior Interviewer duties including Quality Support Visits, probity activities, Interviewer coaching activities, supervision or training of Interviewers or mentoring new Interviewers.

- 38.2 Where ABS makes a decision to introduce a major change including introducing new functions and rates to apply to those functions, ABS will consult on those changes in accordance with clauses 21.9 to 21.17.

39 PAYMENT OF AN ASSIGNMENT

- 39.1 Where a Senior Interviewer assignment needs to be filled on a temporary basis, an Interviewer will be paid the difference between their salary at the Interviewer assignment type and the equivalent pay point of the Senior Interviewer assignment type. Senior Interviewer assignments will be paid for a minimum duration of one week.

40 EQUIPMENT

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

41 RESIGNATION

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

42 PAYMENT ON DEATH OF AN INTERVIEWER

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

43 TERMINATION OF EMPLOYMENT

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

44 CONTINUED FITNESS FOR DUTY

- 44.1 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.

SECTION F – REMUNERATION

45 GENERAL SALARY INCREASES

- 45.1 Salary rates will be as set out in Attachment A – Salaries Rates of this agreement. The salary rates set out in Attachment A have incorporated the increases to salary set out in clause 45.2 below.
- 45.2 The base salary rates of Interviewers will:
- a. be increased by 4.0 per cent effective from 19 June 2024, payable only to Interviewers employed by the ABS on commencement of this agreement;
 - b. increase by 3.8 per cent effective from 19 June 2025; and
 - c. increase by 3.4 per cent effective from 19 June 2026.

46 PAYMENT OF SALARY

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

47 HOURLY RATE

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

$$\text{Hourly rate} = \text{Annual salary for the assignment type} \times \frac{6}{313} \times \frac{1}{36.75}$$

48 INTERVIEWING LOADING

- 48.1 An Interviewer, with the exception of a casual Interviewer, will receive a 9.25% Interviewing Loading in addition to their hourly rate.
- 48.2 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.
- 48.3 The remaining 5.25% of the Interviewing Loading is in recognition of 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.
- 48.4 The Interviewing Loading counts as salary for superannuation purposes.

49 CASUAL LOADING

- 49.1 Remuneration for casual Interviewers shall be on an hourly basis. A casual Interviewer shall receive a 25% per cent loading on their hourly rate of pay as set out in this agreement.
- 49.2 The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.

50 RECOGNITION FRAMEWORK

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

51 SALARY SETTING

- 51.1 Where an Interviewer is engaged, the Interviewer's salary will be paid at the minimum of the relevant ABS Interviewer salary range, unless the Australian Statistician determines a higher salary under these salary setting clauses.
- 51.2 The Australian Statistician may determine the payment of salary at a higher value within the relevant salary range and the date of effect at any time.
- 51.3 In determining a salary under these salary setting clauses, the Australian Statistician will have regard to relevant factors including the Interviewer's experience, qualifications and skills.
- 51.4 Where an Interviewer is assigned to the Senior Interviewer role, the Interviewer's salary will be paid at the equivalent pay point in the Senior Interviewer salary range.
- 51.5 Where an Interviewer commences ongoing employment in the ABS immediately following a period of non-ongoing employment in the ABS, the Australian Statistician will determine the payment of the Interviewer's salary within the relevant salary range which recognises the Interviewer's prior service as a non-ongoing Interviewer in the ABS.
- 51.6 Where an Interviewer commences ongoing employment in the ABS immediately following a period of casual employment in the ABS, the Australian Statistician will determine the payment of salary within the relevant salary range which recognises the Interviewer's prior service as a casual Interviewer in the ABS.
- 51.7 Where the Australian Statistician determines that an Interviewer's salary has been incorrectly set, the Australian Statistician may determine the correct salary and the date of effect.

52 SALARY ADVANCEMENT

Eligibility for Salary Advancement

- 52.1 To be eligible to be assessed salary advancement purposes, an ongoing or non-ongoing Interviewer must have completed their probation period (ongoing Interviewers only) and have at least six months aggregate eligible service during the relevant Development and Performance Framework cycle.
- 52.2 If an Interviewer has less than six months of aggregate eligible service, the Australian Statistician may determine a higher salary under salary setting clause 51.2 of this agreement.
- 52.3 Eligible service for salary advancement purposes includes:
- periods of paid leave and unpaid parental leave;
 - periods of unpaid leave that count as service; and
 - service while employed on a non-ongoing basis.
- 52.4 During a period of unpaid parental leave, Interviewers will be eligible to advance a maximum of one pay point regardless of the length of unpaid parental leave.
- 52.5 Casual Interviewers are not eligible for salary advancement.

Assessment for Salary Advancement

- 52.6 The following scale will be used for assessment for salary advancement purposes:
- '*Effective*' which means the requirements of all or most Key Result Areas (KRAs) have been met or exceeded;
 - '*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
 - '*Less than effective*' which means one or more KRAs have not been met and the Interviewer is undergoing underperformance management processes.
- 52.7 Subject to the maximum of the salary range not being exceeded, Interviewers who are assessed as 'Effective' will have their salaries increased by one pay point or its equivalent.
- 52.8 An Interviewer whose performance is assessed as 'Needs Improvement' will have their performance managed with a view to improving performance to an effective level within three months. If the Interviewer's performance improves to an acceptable level within this period, they will receive an 'Effective' performance assessment and will advance to the next pay point. The advancement to the next pay point will take effect from the first full pay period following the Interviewer receiving the 'Effective' assessment. If the Interviewer's performance does not improve, they will be assessed as 'Less than effective'.
- 52.9 An Interviewer whose performance is assessed as 'Less than effective' will not be eligible to advance to the next pay point until the next performance assessment period, subject to achieving an 'Effective' performance assessment.

52.10 Salary advancement will occur from the first full pay period on or after 1 July each year provided an Interviewer is assessed as 'Effective'.

53 SALARY PACKAGING

53.1 The ABS will offer salary packaging to ongoing Interviewers, consistent with Australian Tax Office rulings. Costs associated with salary packaging will be the responsibility of the Interviewer.

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

53.3 Further details about salary packaging are contained in the ABS Interviewers Employment Conditions Manual.

54 OVERPAYMENTS

54.1 An overpayment occurs if the ABS provides an Interviewer with an amount of money to which the Interviewer was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).

54.2 Where the Australian Statistician considers that an overpayment has occurred, the Australian Statistician will provide the Interviewer with notice in writing. The notice will provide details of the overpayment.

54.3 If an Interviewer disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Australian Statistician in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the Interviewer's response has been reviewed.

54.4 If after considering the Interviewer's response (if any), the Australian Statistician confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the Interviewer.

54.5 The Australian Statistician and the Interviewer will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the Interviewer's circumstances and any potential hardship to the Interviewer. The arrangement will be documented in writing.

54.6 Subject to clause 5.1, the ABS and the Interviewer may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.

54.7 Interest will not be charged on overpayments.

54.8 Nothing in clauses 54.1 to 54.7 prevents:

- a. the ABS from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;

- b. the ABS from pursuing recovery of the debt through other available legal avenues;
or
- c. the Interviewer or the ABS from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

55 SUPERANNUATION

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

Method for Calculating Superannuation Salary

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

SECTION G – ALLOWANCES AND REIMBURSEMENTS

56 REIMBURSEMENT FOR MOTOR VEHICLE EXPENSES

Motor Vehicle Allowance (MVA)

56.1 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.

56.2 The MVA rates payable from the date when this agreement comes into effect are:

Engine Capacity	Rate per km (\$)
2,601cc and above	0.9875
1,601-2,600cc	0.9748
1,600cc and under (includes electric vehicles)	0.8072
4WD (approval required)	1.3887

56.3 In circumstances where there is no engine size (for example, electric vehicles), the following rate will apply: \$0.8072 per kilometre.

56.4 MVA rates and associated conditions will be varied using the movement in the Private Motoring Subgroup of the Consumer Price Index. MVA rates will be adjusted twice yearly on:

- a. 1 January, using the movement from the previous March quarter to the previous September quarter; and
- b. 1 July, using the movement from the previous September quarter to the previous March quarter.

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

56.6 In instances where the ABS determines that the work to be performed requires the use of a 4-wheel drive (4WD) vehicle, a 4WD allowance will be paid.

56.7 Further details on the MVA, including arrangements applying to the use of 4WD vehicles, are contained in the ABS Interviewers Employment Conditions Manual.

Motor Vehicle Arrangements

56.8 If it is determined by ABS management to be cost effective, an Interviewer who is regularly required to travel long distances each year to complete field work will be provided with a fully maintained Self-Drive Vehicle in lieu of the use of a private vehicle and payment of MVA. For specific assignments, a Self-Drive Vehicle may be supplied for short periods.

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

Motor Vehicle Insurance

- 56.10 Where an ongoing Interviewer elects to purchase additional motor vehicle insurance cover for windscreen repairs and replacement, the ABS will approve reimbursement of up to \$50.00 per annum towards the additional cost of this insurance, on production of a receipt.
- 56.11 In the event of a motor vehicle accident while on official ABS business, the ABS will approve reimbursement of up to \$600 towards the insurance excess charges, on production of acceptable supporting documentation. This reimbursement limit will be varied on 1 July by the annual movement to the June quarter of the insurance subgroup of the Consumer Price Index.
- 56.12 Further details on reimbursement for motor vehicle insurance costs arrangements are contained in the ABS Interviewers Employment Conditions Manual.

57 WORKPLACE RESPONSIBILITY ALLOWANCE

- 57.1 A workplace responsibility allowance will be paid where an Interviewer is appointed by the ABS or elected by eligible peers to one or more of the following roles:
- Health and Safety Representative;
 - Harassment and Workplace Support Officer; and
 - Mental Health First Aid Officer.
- 57.2 Where a Deputy Health and Safety Representative performs the role of a Health and Safety Representative for two weeks or more, a workplace responsibility allowance will be payable.
- 57.3 The workplace responsibility allowance rate payable to Interviewers who perform one or more eligible roles is:

Rate from Commencement of the agreement	Rate from 19 June 2025	Rate from 19 June 2026
\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight

- 57.4 As a salary-related allowance, the rate will increase in line with general salary increases. These increases are incorporated in the rates in the table above.
- 57.5 An eligible Interviewer is entitled to the full rate of workplace responsibility allowance regardless of part-time or other flexible work arrangements.
- 57.6 The Australian Statistician may approve the payment of additional workplace responsibility allowances where an Interviewer performs more than one role due to operational requirements.

58 INTERVIEWING LANGUAGE ALLOWANCE

58.1 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 at the following rate:

Rate from Commencement of the agreement	Rate from 19 June 2025	Rate from 19 June 2026
\$11.52 per hour	\$11.96 per hour	\$12.37 per hour

58.2 The Interviewing Language Allowance will be adjusted by the general salary increases specified in clause 45.2. These increases are incorporated in the rates in the table above.

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

59 REMOTE INDIGENOUS COMMUNITY ALLOWANCE

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

59.2 The rate of Remote Indigenous Community Allowance will be:

Rate from Commencement of the agreement	Rate from 19 June 2025	Rate from 19 June 2026
\$30.15 per day	\$31.30 per day	\$32.36 per day

59.3 Remote Indigenous Community Allowance will be adjusted by the general salary increases specified in clause 45.2. These increases are incorporated in the rates in the table above.

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

60 STORAGE ALLOWANCE

60.1 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 Interviewer Loading.

60.2 Further details on the Storage Allowance are contained in the ABS Interviewers Employment Conditions Manual.

61 REIMBURSEMENT OF FARES

- 61.1 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 56.1 to 56.7, for the shortest and most practicable route; or
 - c. a combination of MVA and public transport fares.
- 61.2 Further details on reimbursement of fares are contained in the ABS Interviewers Employment Conditions Manual.

62 REIMBURSEMENT OF EQUIPMENT EXPENSES

- 62.1 An Interviewer will be reimbursed up to a limit as determined by the ABS for the cost of any equipment determined necessary by the ABS for the Interviewer to work effectively in their base location, unless the equipment is provided by the ABS. Equipment purchased must satisfy the WHS standards required by ABS.
- 62.2 Further details of reimbursement of equipment are contained in the ABS Interviewers Employment Conditions Manual.

63 PROVISION OF INTERVIEWER UNIFORM

- 63.1 An ongoing Interviewer will be eligible to receive up to three garments of corporate uniform, being a blouse, shirt, cardigan or vest, per financial year for the life of this agreement.
- 63.2 Further details on the provision of uniforms, or reimbursement of uniform expenses, are contained in the ABS Interviewers Employment Conditions Manual.

64 REIMBURSEMENT FOR EYE TESTS AND SPECTACLES EXPENSES

- 64.1 An ongoing Interviewer is eligible for an eye test once every two years, and expenses will be reimbursed in accordance with specified limits.
- 64.2 An Interviewer can take reasonable time away from duty during their ordinary work hours to attend eye tests. An Interviewer will also be entitled to MVA in accordance with clauses 56.1 to 56.7.
- 64.3 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 64.1.
- 64.4 Further details about the reimbursement for eye tests and spectacles expenses are contained in the ABS Interviewers Employment Conditions Manual.

65 REIMBURSEMENT FOR LOSS OR DAMAGE

- 65.1 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.
- 65.2 Further details about the reimbursement for loss and damage to personal effects are contained in the ABS Interviewers Employment Conditions Manual.

66 REIMBURSEMENT OF OTHER EXPENDITURE

- 66.1 An Interviewer will be eligible for reimbursement of expenditure which is actually and properly incurred while carrying out an assignment, including but not limited to:
- a. stationery and postage;
 - b. fares by public transport, parking fees and tolls incurred in carrying out assignments;
 - c. telephone calls made either to the ABS, or at the request of, or with the agreement of the ABS where the Interviewer's 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.
- 66.2 With the exception of items purchased under clause 66.1(f), an Interviewer should seek prior approval for expenditure of amounts over \$20.00.
- 66.3 Further details about the reimbursement of incidentals and other expenditure are contained in the ABS Interviewers Employment Conditions Manual.

SECTION H – TRAVELLING AWAY FROM HOME

67 TRAVEL ALLOWANCE

- 67.1 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.
- 67.2 An Interviewer will be provided with prepaid Travel Allowance for accommodation, meals and incidentals. The rates for Travel Allowance will be adjusted in line with advice provided by agreed accredited providers and other recognised sources. Other reasonable travel costs, as determined by the Australian Statistician, will be reimbursed. This Travel Allowance will be reduced by the applicable rate where an Interviewer:
- a. is required to use a Corporate Credit Card to pay for accommodation (as provided under clause 68.1); and/or
 - b. is provided with adequate meals at the ABS expense; and/or
 - c. is provided with accommodation at the ABS expense.
- 67.3 Further details on travelling away from home, including rates for Travel Allowance, are contained in the ABS Interviewers Employment Conditions Manual.

68 CORPORATE CREDIT CARDS

- 68.1 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 times per year;
 - b. are a current HSO Working Group Representative; or
 - c. request and are approved to hold a Corporate Credit Card.
- 68.2 Further details on Corporate Credit Cards are contained in the ABS Interviewers Employment Conditions Manual.

69 PART DAY TRAVEL ALLOWANCE

- 69.1 An Interviewer who is required to be absent from their usual work 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.
- 69.2 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).
- 69.3 Further details on Part Day Travel Allowance are contained in the ABS Interviewers Employment Conditions Manual.

70 AIRLINE LOUNGE MEMBERSHIP

- 70.1 An ongoing Interviewer who is expected to undertake 12 or more airline trips on official ABS business will be entitled to one airline lounge membership per annum.
- 70.2 Further details on airline lounge memberships are contained in the ABS Interviewers Employment Conditions Manual.

71 REIMBURSEMENT OF FARES FOR SUPPORT PERSON TRAVEL

- 71.1 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.
- 71.2 Further details on reimbursement of fares for support person travel are contained in the ABS Interviewers Employment Conditions Manual.

SECTION I - LEAVE

72 GENERAL

- 72.1 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.
- 72.2 Leave provisions do not apply to casual Interviewers unless specified.
- 72.3 Leave will count as service unless stated otherwise.
- 72.4 Further details on leave provisions are included in the ABS Interviewers Employment Conditions Manual.

73 ANNUAL LEAVE

- 73.1 Annual leave is subject to availability of accrued leave and approval in advance. Interviewers are encouraged to use their annual leave entitlement in a manner which avoids the substantial accumulation of annual leave.
- 73.2 Interviewers (other than casual Interviewers) are entitled to 4 weeks (20 days) paid annual leave per year of service (pro-rata for part-time Interviewers). Annual leave accrues and is credited daily, and may be accessed as it accrues. The formula for calculating Annual Leave accrual is:

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

- 73.3 Interviewers may choose to take annual leave at half pay in which case accrued leave will be deducted at half the rate for the period of absence.
- 73.4 Where annual leave is cancelled by ABS or the Interviewer is recalled to duty, the Interviewer will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.
- 73.5 Interviewers will receive payment in lieu of any untaken annual leave upon separation from the ABS.

74 CASH OUT OF ANNUAL LEAVE

- 74.1 To be eligible to cash out annual leave, an Interviewer must have taken at least two weeks of annual leave or long service leave in the preceding 12 months.
- 74.2 Where an Interviewer's pattern of work results in the Interviewer being absent from work for a period of two weeks or more in the preceding 12 months, this time will be treated in the same way as annual leave or long service absences in determining if an Interviewer is eligible to cash out annual leave.
- 74.3 Interviewers may choose to cash out their accrued annual leave six times per calendar year, provided the Interviewer's remaining accrued annual leave entitlement is not less than four weeks.

74.4 Each cashing out of paid annual leave must be by ABS agreement to a written request from an Interviewer. The Interviewer must be paid at least the full amount that would have been payable to the Interviewer had the Interviewer taken the leave that the Interviewer has forgone.

75 EXCESS ANNUAL LEAVE

75.1 Accrued annual leave in excess of 40 days as at 1 January in any given year is considered to be excessive. Interviewers with excess annual leave should have a discussion with their supervisor regarding elimination of the excess.

75.2 An Interviewer, who has not eliminated their excess annual leave by 1 May in the same year or commenced such reduction, may be directed to take annual leave by 1 June for the period required to eliminate the excess. A reasonable period of notification to take annual leave will be provided to the Interviewer.

75.3 Interviewers who have moved to the ABS from other agencies, and Interviewers who have returned from extended leave (of more than 12 weeks), will have six months from their date of commencement or return to duty to eliminate excess annual leave.

76 PERSONAL/CARER'S LEAVE

Entitlement

76.1 Interviewers (other than casual Interviewers) are entitled to 18 days paid personal/carer's leave per annum (pro-rata for part-time Interviewers).

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

Accrual

76.3 Ongoing Interviewers will be credited with 18 days personal/carer's leave (pro-rata for part-time Interviewers) upon commencement with the ABS.

76.4 On completion of 12 month's eligible service, the Interviewer's personal/carer's leave will accrue and be credited daily. The formula for calculating personal/carer's leave is:

$$\text{Personal/Carer's Leave (hours)} = \text{Hours of Work} / 14.444$$

76.5 Non-ongoing Interviewers will be credited with 18 days personal/carer's leave per annum (pro-rata for part-time Interviewers and pro-rata for the Interviewer's initial contract period capped to a maximum of 18 days) upon commencement with the ABS. After the initial contract period or 12 months' eligible service, whichever is shorter, or where the Interviewer has an existing entitlement to personal/carer's leave, leave will accrue and be credited daily.

Usage

- 76.6 An Interviewer will have access to Personal/Carer's Leave:
- a. due to personal illness or injury;
 - b. to attend appointments with a registered health practitioner;
 - c. to manage a chronic condition;
 - d. to provide care or support for a family or household member or a person they have caring responsibilities for; because:
 - i of a personal illness or injury affecting the person; and
 - ii of an unexpected emergency affecting the other person.

Carers

- 76.7 A person that an Interviewer has caring responsibilities for may include a person who needs care because they:
- a. have a medical condition, including when they are in hospital;
 - b. have a mental illness;
 - c. have a disability;
 - d. are frail or aged; and/or
 - e. are a child, not limited to a child of the Interviewer.

Evidence

- 76.8 Evidence may be requested after:
- a. more than 3 consecutive days; and
 - b. more than 8 days without evidence in a calendar year.
- 76.9 Acceptable evidence includes:
- a. a certificate from a registered health practitioner;
 - b. a statutory declaration; and
 - c. another form of evidence approved by the Agency Head.
- 76.10A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

Personal/Carer's Leave Without Pay

- 76.11 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.
- 76.12 Continuous unpaid Personal/Carer's Leave for personal illness or injury to a total of 78 weeks, less any periods of paid Personal/Carer's Leave, will count as service for all purposes. Any further continuous periods of unpaid Personal/Carer's Leave will not count as service except for Long Service Leave purposes.

76.13 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.

Notification of Supervisor

76.14 Interviewers must notify their supervisor as soon as practicable of their absence or their intention to be absent.

77 COMPASSIONATE LEAVE

77.1 Interviewers will be eligible for three days paid compassionate leave on each occasion when:

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

77.2 An Interviewer may be asked to provide evidence to support their absences on compassionate leave.

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

77.4 For casual Interviewers, compassionate leave is unpaid.

78 BEREAVEMENT LEAVE

78.1 Interviewers will be eligible for three days paid bereavement leave on each occasion when:

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

78.2 An Interviewer may be asked to provide evidence to support their absences on bereavement leave.

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

78.4 For casual Interviewers, bereavement leave is unpaid.

79 COMMUNITY SERVICE LEAVE

79.1 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.

80 JURY DUTY

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

81 DEFENCE RESERVIST LEAVE

- 81.1 The Australian Statistician will give an Interviewer leave with or without pay to undertake:
- a. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
 - b. Australian Defence Force Cadet obligations.
- 81.2 An Interviewer who is a Defence Reservist can take leave with pay for:
- a. up to four weeks (20 days) in each financial year (pro-rata for part-time Interviewers); and
 - b. an extra two weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time Interviewers).
- 81.3 Leave can be built up and taken over two consecutive years. This includes the extra two weeks in the first year of service.
- 81.4 An Interviewer who is an Australian Defence Force Cadet officer or instructor can get paid leave up to three weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
- a. Australian Navy Cadets;
 - b. Australian Army Cadets; and
 - c. Australian Air Force Cadets.
- 81.5 In addition to the entitlement at clause 81.2, paid leave may be granted to an Interviewer to attend an interview or medical examination in connection with the enlistment of the Interviewer in a Reserve Force of the Defence Force.
- 81.6 Paid defence reservist leave counts for service.
- 81.7 Unpaid defence reservist leave for six months or less counts as service for all purposes. This includes periods of CFTS.

- 81.8 Unpaid leave taken over six months counts as service, except for annual leave.
- 81.9 An Interviewer will not need to pay their tax free ADF Reserve salary to the ABS for any reason.

82 DEFENCE SERVICE SICK LEAVE

- 82.1 An Interviewer is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an Interviewer's medical condition is as a result of either:
- a. war-like service; or
 - b. non-war like service.
- 82.2 An eligible Interviewer can get two types of credits:
- a. an initial credit of nine weeks (45 days) defence service sick leave (pro-rata for part-time Interviewers) will apply as of the later below option:
 - i they start employment with the ABS; or
 - ii DVA certifies the condition; and
 - b. an annual credit of three weeks (15 days) defence service sick leave (pro-rata for part-time Interviewers).
- 82.3 An Interviewer can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
- 82.4 Unused annual credits can be built up to nine weeks.
- 82.5 An Interviewer cannot use annual credits until the initial credit is exhausted.
- 82.6 Defence service sick leave is paid and counts as service for all purposes.

83 LEAVE TO ATTEND PROCEEDINGS

- 83.1 An Interviewer giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
- 83.2 An Interviewer who is not covered under clause 83.1, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the Interviewer and the ABS.
- 83.3 An Interviewer may otherwise be granted paid or unpaid miscellaneous leave by the Australian Statistician if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the Interviewer may elect to use accrued annual leave.
- 83.4 The Australian Statistician may refuse to release an Interviewer from duty having regard to business requirements and whether the Interviewer's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

84 LONG SERVICE LEAVE

- 84.1 An Interviewer is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 84.2 The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clauses at 90.1 to 90.3 of this agreement.

85 PARENTAL LEAVE

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

Payment During Parental Leave

- 85.5 An Interviewer is entitled to parental leave with pay as per clauses 85.7 and 85.8 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the Interviewer's parental leave period will lapse. An Interviewer may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
- 85.6 Interviewers newly engaged in the ABS or who have moved to the ABS from an Australian Public Service (APS) agency are eligible for the paid parental leave in clauses 85.7 and 85.8 where such paid leave had not already been provided by an APS agency or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the Interviewer with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 85.7 and 85.8, the balance is available to the Interviewer.

85.7 An Interviewer who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in the table below:

Primary Caregivers - Circumstances for Paid Parental Leave

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

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

Secondary Caregivers - Circumstances for Paid Parental Leave

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

85.9 **Flexibility:** Parental Leave with pay, whether provided as maternity leave under the ML Act or under this agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part-time work arrangement, and can be taken concurrently with another parent in relation to the same child.

85.10 **Rate of Payment** during paid parental leave is the same as for an absence on personal/carer's leave and based on the Interviewer's weekly hours at the time of the absence.

85.11 **Half-Pay Option:** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

Adoption and Long-Term Foster Care

85.12 An Interviewer who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:

- a. is under 16 as at the day (or expected day) of placement;
- b. has not lived continuously with the Interviewer for a period of six months or more as at the day (or expected day) of placement; and
- c. is not (otherwise than because of the adoption) a child of the Interviewer or the Interviewer's spouse or de facto partner.

85.13 Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

Stillbirth

85.14 Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.

85.15 A stillborn child is a child:

- a. who weighs at least 400g at delivery or whose period of gestation was 20 weeks or more; and
- b. who has not breathed since delivery; and
- c. whose heart has not beaten since delivery.

Pregnancy Loss Leave

85.16 A pregnant Interviewer who experiences, or an Interviewer whose spouse or partner experiences, pregnancy loss is entitled to one week's paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.

85.17 Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

Premature Birth Leave

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

Transitional Provisions

85.19 Interviewers eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the Interviewer may postpone their paid premature birth leave otherwise payable under clause 85.18 until after the legislated paid maternity leave is used.

86 CULTURAL, CEREMONIAL AND NAIDOC LEAVE

NAIDOC Leave

86.1 First Nations Interviewers may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.

86.2 NAIDOC leave can be taken in part days.

First Nations Ceremonial Leave

86.3 First Nations Interviewers may access up to six days of paid leave over two calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.

86.4 The Australian Statistician may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.

86.5 First Nations ceremonial leave can be taken as part days.

86.6 First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural Leave

86.7 The Australian Statistician may grant up to three days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the Interviewer's particular faith or culture.

86.8 The Australian Statistician may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.

86.9 Cultural leave can be taken as part days.

86.10 For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses 86.3 to 86.6.

87 LEAVE WITHOUT PAY

87.1 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 76.6;
 - d. personal development and training;
 - e. days of cultural and religious significance; and
 - f. community and volunteer purposes.
- 87.2 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.
- 87.3 An Interviewer may be required to provide supporting evidence to assist consideration of an application for Leave Without Pay.
- 87.4 Leave Without Pay may be granted for the period of the request or for another period and approval may be subject to conditions.
- 87.5 Unless otherwise determined, where Leave Without Pay is in excess of 30 calendar days in an accrual year the total period will not count as service for Annual Leave or Personal/Carer's Leave purposes.
- 87.6 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.

88 MISCELLANEOUS LEAVE

- 88.1 Miscellaneous leave provides access to leave for purposes not covered elsewhere in this agreement.
- 88.2 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; or
 - b. participation in National Aboriginal and Islander Day Observance Committee Week activities; or
 - c. where an Interviewer incurs a significant equipment failure which prevents them from undertaking or completing their assignment.
- 88.3 The Australian Statistician may grant additional miscellaneous leave, with or without pay, which may or may not be determined to count as service.
- 88.4 The Australian Statistician may grant paid miscellaneous leave to a casual Interviewer experiencing Family and Domestic Violence. Further information regarding Family and Domestic Violence Support is at clauses 16.1 to 16.16 of this agreement.

88.5 The Australian Statistician may grant miscellaneous leave with or without pay, which may or may not be determined to count as service to a casual Interviewer for purposes specified by Government directive.

89 NON APPROVAL OF LEAVE

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

90 RE-CREDITING OF LEAVE

90.1 When an Interviewer is on:

- a. annual leave;
- b. defence reservist leave;
- c. First Nations ceremonial leave;
- d. NAIDOC leave;
- e. cultural leave;
- f. long service leave; and

becomes eligible for, under legislation or this agreement:

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

the affected period of leave will be re-credited.

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

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

91 PORTABILITY OF ACCRUED LEAVE ENTITLEMENTS

91.1 A newly engaged Interviewer will be able to transfer their accrued Annual Leave and Personal/Carer's Leave (however described) if they were previously an ABS employee engaged under the Public Service Act 1999 and there is no break in service between their employment under the Public Service Act 1999 and their engagement as an Interviewer.

91.2 Where there is a break in service, Personal/Carer's Leave (however described), may be recognised under Prior Service provisions in clause 91.1.

92 PRIOR SERVICE

- 92.1 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.
- 92.2 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 92.1.
- 92.3 An Interviewer who was previously an ABS Interviewer engaged under the *Australian Bureau of Statistics Act 1975* will have their ABS service recognised in accordance with clause 92.1.
- 92.4 Consistent with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*, service for Long Service Leave will be recognised if the break in service is not more than 12 months.

SECTION J – DEVELOPMENT AND PERFORMANCE MANAGEMENT

93 INTERVIEWER DEVELOPMENT AND PERFORMANCE MANAGEMENT FRAMEWORK

Principles

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

93.8 Supervisors 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 supervisors will advise the Interviewer so that they can work with them to improve performance to an effective level. This will involve developing a documented Performance Improvement Plan which will be provided to the Interviewer with clear and measurable objectives, provision of regular and appropriate feedback and ongoing assessment, and provision of any relevant training and/or coaching.

Managing Underperformance

93.9 If an Interviewer does not achieve an effective level of performance during the performance improvement process, a managing underperformance process will be implemented to assess the Interviewer's work performance. At the end of the Managing Underperformance process, if the Interviewer has attained and sustained an effective level of performance, this process will be deemed complete.

93.10 If, after the managing underperformance processes set out in the ABS Interviewers Employment Conditions Manual have been followed, it is found that an Interviewer's work performance has failed to meet a satisfactory standard, the following action may result:

- a. retraining and coaching;
- b. a temporary variation of the work offered;
- c. counselling;
- d. reduction in salary;
- e. termination of employment.

93.11 Details of the managing performance arrangements, including the Development and Performance Management Framework and managing underperformance processes, are contained in the ABS Interviewers Employment Conditions Manual.

SECTION K – MANAGING EXCESS STAFFING SITUATIONS

94 GENERAL

- 94.1 The ABS is committed to ensuring an Interviewer is efficiently and effectively employed in order to meet the ABS's core business requirements.
- 94.2 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.

95 DEFINITION

- 95.1 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 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

- 95.2 Where the ABS is aware that an Interviewer may become excess, the Interviewer will be advised of the situation at the earliest practicable time.
- 95.3 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

- 95.4 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.
- 95.5 A minimum payment of four weeks pay and a maximum payment of 48 weeks pay apply.

Note: "Weeks pay" is defined at 95.10(b).

Service for redundancy pay purposes

- 95.6 For the purpose of calculating an entitlement in accordance with clause 94.5, “service” means:
- a. service in an agency, as defined by the *Public Service Act 1999*;
 - b. Government service as defined in Section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - c. service with the Commonwealth (other than service with a joint Commonwealth State body or a body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
 - d. service with the Australian Defence Forces;
 - e. Australian Public Service (APS) service immediately preceding deemed resignation under the repealed Section 49 of the *Public Service Act 1922* if the service has not previously been recognised for redundancy pay purposes; and
 - f. service in another organisation where:
 - i. an Interviewer was transferred from that organisation with the 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

- 95.7 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

- 95.8 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

95.9 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 pay – redundancy pay

95.10 For the purpose of calculating any payment under clause 95.4, 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:

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

or

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

- c. for the purpose of this calculation, "taxable payment" includes all payments for assignments and Interviewer Loading payments but does not include Motor Vehicle Allowance, Travel Allowance or reimbursement of expenses.

Period of notice - termination

95.11 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.

95.12 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 95.10.

Financial advice

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

Career advice

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

SECTION L – RESOLVING WORKPLACE ISSUES AND DISPUTE RESOLUTION

96 REVIEW OF EMPLOYMENT RELATED ACTIONS

- 96.1 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*.
- 96.2 Further details of review of employment related actions are contained in the ABS Interviewers Employment Conditions Manual.

97 DISPUTE RESOLUTION

- 97.1 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.
- 97.2 An Interviewer or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
- 97.3 An Interviewer who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
- 97.4 Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the Interviewer or Interviewers and relevant supervisors. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
- 97.5 If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 97.4 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 97.6 The Fair Work Commission may deal with the dispute in 2 stages:
- a. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i arbitrate the dispute; and
 - ii make a determination that is binding on the parties.

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

- 97.7 While the parties are attempting to resolve the dispute using the procedures in this term:
- a. an Interviewer must continue to perform their work as they would normally in accordance with established custom and practice at the ABS that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
 - b. subject to clause 97.7(a), an Interviewer must comply with a direction given by the ABS to perform other available work at the same workplace, or at another workplace, unless:
 - i the work is not safe; or
 - ii applicable work health and safety legislation would not permit the work to be performed; or
 - iii the work is not appropriate for the Interviewer to perform; or
 - iv there are other reasonable grounds for the Interviewer to refuse to comply with the direction.
- 97.8 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
- 97.9 Any disputes arising under the *ABS Interviewers Enterprise Agreement 2020* or the NES that were formally notified under clause 88 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

98 REVIEW OF TERMINATION OF EMPLOYMENT

- 98.1 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.
- 98.2 Termination of, or a decision to terminate, employment, cannot be reviewed under the Resolving Workplace Issues and Dispute Resolution procedures outlined in this Agreement.
- 98.3 Nothing in this Agreement prevents the Australian Statistician from terminating the employment of an Interviewer for serious misconduct, without further notice or payment in lieu, in accordance with the Fair Work Act 2009, subject to compliance with the procedures established by the Australian Statistician for determining whether an Interviewer has breached the Code of Conduct.

ATTACHMENT A – SALARY RATES

	Pay point	Salary as at 19 June 2023		Salary from 19 June 2024	
		Annual	Hourly	Annual	Hourly
Base	1	\$49,942	\$26.05	\$51,940	\$27.09
	2	\$51,189	\$26.70	\$53,237	\$27.77
	3	\$52,437	\$27.35	\$54,534	\$28.45
	4	\$53,687	\$28.00	\$55,834	\$29.12
	5	\$54,936	\$28.66	\$57,133	\$29.80
Grade 2	1	\$56,934	\$29.70	\$59,211	\$30.89
	2	\$58,356	\$30.44	\$60,690	\$31.66
	3	\$59,779	\$31.18	\$62,170	\$32.43
	4	\$61,203	\$31.92	\$63,651	\$33.20
	5	\$62,626	\$32.67	\$65,131	\$33.97
Grade 3	1	\$61,553	\$32.11	\$64,015	\$33.39
	2	\$63,093	\$32.91	\$65,617	\$34.23
	3	\$64,630	\$33.71	\$67,215	\$35.06
	4	\$66,169	\$34.51	\$68,816	\$35.90
	5	\$67,708	\$35.32	\$70,416	\$36.73
Grade 4	1	\$72,790	\$37.97	\$75,702	\$39.49
	2	\$74,608	\$38.92	\$77,592	\$40.47
	3	\$76,427	\$39.87	\$79,484	\$41.46
	4	\$78,249	\$40.82	\$81,379	\$42.45
	5	\$80,067	\$41.76	\$83,270	\$43.43
Grade 5	1	\$89,702	\$46.79	\$93,290	\$48.66
	2	\$91,943	\$47.96	\$95,621	\$49.88
	3	\$94,187	\$49.13	\$97,954	\$51.09
	4	\$96,430	\$50.30	\$100,287	\$52.31
	5	\$98,676	\$51.47	\$102,623	\$53.53

Assignment Type	Pay point	Salary from commencement of this agreement		Salary from 19 June 2025		Salary from 19 June 2026	
		Annual	Hourly	Annual	Hourly	Annual	Hourly
Interviewer	1	\$64,015	\$33.39	\$66,448	\$34.66	\$68,707	\$35.84
	2	\$65,617	\$34.23	\$68,110	\$35.53	\$70,426	\$36.73
	3	\$67,215	\$35.06	\$69,769	\$36.39	\$72,142	\$37.63
	4	\$68,816	\$35.90	\$71,431	\$37.26	\$73,860	\$38.53
	5	\$70,416	\$36.73	\$73,092	\$38.13	\$75,577	\$39.42
Senior Interviewer	1	\$75,702	\$39.49	\$78,578	\$40.99	\$81,250	\$42.38
	2	\$77,592	\$40.47	\$80,541	\$42.01	\$83,279	\$43.44
	3	\$79,484	\$41.46	\$82,505	\$43.04	\$85,310	\$44.50
	4	\$81,379	\$42.45	\$84,471	\$44.06	\$87,343	\$45.56
	5	\$83,270	\$43.43	\$86,434	\$45.09	\$89,373	\$46.62

Footnotes

- i. The rates in the tables exclude the Interviewing Loading.

SIGNATORIES

Employer

Signed:



Full Name: Teresa Dickinson

Title: Acting Australian Statistician

Agency: Australian Bureau of Statistics

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

Date: 18 July 2024

Bargaining Representative: CPSU the Community and Public Sector Union

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

Signed:



Full Name: Brooke Muscat

Title: National President, Community and Public Sector Union

Address: 4/224 Bunda Street, Canberra ACT 2601

Date: 19 July 2024

