

# CSIRO

# Enterprise Agreement

# 2017 – 2020

ENTERPRISE AGREEMENT  
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Note – This agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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## **PART A. TECHNICAL MATTERS**

### **1. TITLE**

This Agreement will be known as the CSIRO Enterprise Agreement 2017 - 2020.

### **2. DATE OF OPERATION AND DURATION**

This Agreement is made pursuant to section 182 of the *Fair Work Act 2009*. This Agreement comes into operation seven days after it is approved by the Fair Work Commission and will reach its nominal expiry date three years and three months from the date of commencement.

### **3. PARTIES COVERED**

In accordance with section 53 of the *Fair Work Act 2009*, this Agreement covers:

- The CSIRO Chief Executive, on behalf of CSIRO;
- All CSIRO Officers other than senior executives who are members of the Executive Team and officers covered by the CSIRO Canberra Deep Space Communication Complex (CDSCC) Enterprise Agreement 2014-2017 [AG2014/1317] or any successor Agreement covering employees at the Canberra Deep Space Communication Complex, Tidbinbilla, as approved by the Fair Work Commission; and
- Subject to a decision of the Fair Work Commission, those unions approved to be covered by the Agreement.

### **4. SCOPE OF THE AGREEMENT**

This Agreement operates to the exclusion of all previously applicable Agreements or Awards certified under the *Industrial Relations Act 1988*, *Workplace Relations Act 1996* and the *Fair Work Act 2009*.

### **5. DEFINITIONS**

“**APA**” means Annual Performance Agreement.

“**CSIRO**” means the Commonwealth Scientific and Industrial Research Organisation.

“**Senior Manager**” means a person appointed to the role of Senior Executive, Business Unit Director, Facilities Director and Director of CSIRO Services or an Enterprise Services group.

“**Delegate**” means a person holding an authority delegated to them under the CSIRO authorities framework.

“**Officer**” means a person appointed under Section 32 of the *Science and Industry Research Act 1949*, as amended.

“**Partner**” means a person who ordinarily lives with the officer in a couple relationship (whether that includes intersex, same or opposite sex partners) on a permanent and *bona fide* domestic basis.

“**Representative**” means a person nominated by staff to represent their views and interests to management including a union workplace delegate and, except where otherwise stated, includes officials of unions that are parties covered by this Agreement.

“**Union**” means an organisation registered under the *Fair Work Act 2009*.

## **6. CONTEXT OF THIS AGREEMENT**

- 6.1 CSIRO’s mission is to deliver great science and innovative solutions for industry, society and the environment. This Agreement supports CSIRO’s core purpose, role and Strategic Plan.
- 6.2 CSIRO’s continued success is dependent on its people and its ability to provide an environment in which their creativity and innovation can flourish. The following key elements underpin all provisions in this Agreement:
- Attracting, retaining, rewarding and motivating the right mix of highly skilled, outcome-focused and team-oriented people;
  - Encouraging development, learning, growth and effective utilisation of staff capabilities;
  - Celebrating outstanding contributions by individuals and teams through meaningful awards and rewards;
  - Providing competitive salaries that recognise officers’ contributions and achievements;
  - Providing a healthy, safe and inclusive work environment;
  - Treating people equitably and with respect;
  - Encouraging and fostering effective communication processes and productive work relationships;
  - Facilitating a reasonable balance between work and personal responsibilities.
- 6.3 This Agreement provides the cultural and operational foundation needed to achieve CSIRO’s strategic goals.
- 6.4 Consistent with CSIRO’s Code of Conduct, all officers are expected to perform their duties with professionalism and integrity and behave at all times in a manner that upholds CSIRO’s reputation. This includes compliance with all applicable laws and regulations and with CSIRO policies, standards and procedures.

## **7. RENEWAL OF AGREEMENT**

This Agreement shall operate until it is replaced, varied or terminated in accordance with the *Fair Work Act 2009*.

## **8. EXISTING CONDITIONS**

- 8.1 The operation of this Agreement is supported by policies, standards and procedures. These policies, standards and procedures do not form part of this Agreement. If there is any inconsistency between the policies, standards and procedures and the terms of this Agreement, the express terms of this Agreement will prevail.

- 8.2 Proposed changes affecting the conditions of employment of CSIRO officers, as expressed in the CSIRO Terms and Conditions of Service and CSIRO procedures will be subject to consultation with the parties to this Agreement and the officers covered thereby.

## **9. ANTI-DISCRIMINATION**

- 9.1 The parties to this Agreement are committed to providing a positive working environment through eliminating and preventing workplace discrimination and bullying and other forms of unacceptable behaviour. This includes behaviour such as direct and indirect discrimination, bullying, harassment, intimidation, threats and physical violence in the workplace. Discrimination and bullying create an unpleasant work environment, are detrimental to individual and team productivity and can affect staff health and wellbeing. This commitment is consistent with CSIRO's obligations under anti-discrimination legislation and is reflected in CSIRO's Code of Conduct.
- 9.2 The parties to this Agreement will seek to prevent and eliminate bullying and workplace discrimination on the basis of race, colour, sex, sexual orientation, gender identity, age, physical or mental disability, relationship or marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

## **PART B. APPOINTMENT AND EMPLOYMENT**

### **10. TYPES OF EMPLOYMENT**

- 10.1 Officers shall be appointed on the basis of one of the following types of employment:
- indefinite employment;
  - specified term employment;
  - casual employment.
- 10.2 Subject to Schedule 2 to this Agreement, indefinite employment will be the standard form of employment in CSIRO.
- 10.3 Officers in the listed types of employment may be appointed to work full-time or part-time hours.
- 10.4 At the time of employment, CSIRO will inform each officer in writing of the terms of their appointment including:
- The type of employment;
  - whether a probationary period applies and if so, the expected duration;
  - if the officer has been appointed for a specified term, the project or task in relation to which the person has been appointed and/or the duration of the appointment; and
  - a list of the main instruments governing the terms and conditions of their employment

### **11. MARKET RELATED EMPLOYMENT**

- 11.1 Where an officer who would otherwise be classified at CSOF Level 5.1 or above, possesses skills or capabilities that are in high market demand, CSIRO may, at its discretion, offer supplementary remuneration for a specified period.

- 11.2 Where a market related employment arrangement concludes and an officer is to continue in employment, they will revert to the standard conditions applicable to their classification.
- 11.3 Disputes concerning the application of an agreed market related employment arrangement will be resolved in accordance with clause 84 of this Agreement.
- 11.4 Market related employment arrangements made prior to the commencement of this Agreement will, unless terminated beforehand, continue to operate until the nominated expiry date in the arrangement.

## 12. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 12.1 CSIRO and an officer covered by this Enterprise 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:
    - arrangements about when work is performed;
    - overtime rates;
    - penalty rates;
    - allowances;
    - remuneration;
    - leave;
    - part-time/job share arrangements;
    - return from lengthy absences;
    - working away from home base;
    - flexible working hours – flextime;
    - averaging pay over a reduced working year;
    - phased retirement of mature aged staff; and
  - (b) the arrangement meets the genuine needs of CSIRO and an officer in relation to one or more of the matters mentioned in clause 12.1(a); and
  - (c) the arrangement is genuinely agreed to by CSIRO and an officer.
- 12.2 CSIRO must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the officer being better off overall than the officer would be if no arrangement was made.
- 12.3 CSIRO must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of CSIRO and the officer; and
  - (c) is signed by CSIRO and the officer and if the officer is under 18 years of age, signed by a parent or guardian of the officer; and



- (d) includes details of:
- the terms of the Enterprise Agreement that will be varied by the arrangement; and
  - how the arrangement will vary the effect of the terms; and
  - how the officer will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

12.4 CSIRO must give the officer a copy of the individual flexibility arrangement within 14 days after it is agreed to.

12.5 CSIRO or the officer 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 CSIRO and the officer agree in writing - at any time.

### **13. WORK CLASSIFICATION STANDARDS**

13.1 The classification of CSIRO officers will be determined according to CSIRO's Work Classification Standards, which derive from the Classification Levels Descriptors that appear in Schedule 6 of this Agreement.

13.2 Work Classification Standards are to be applied in accordance with the Classification Level Descriptors and any proposed changes will be subject to consultation with the parties to this Agreement.

13.3 CSIRO recognises that National Training Packages exist and that nationally endorsed competency standards are already in place for many occupational groups. Where these endorsed training packages satisfy CSIRO's operational needs, CSIRO agrees in principle to utilise them for training and career development (agreed in the context of the Annual Performance Agreement [APA] process) thereby facilitating portability of training and skill.

### **14. CASUAL EMPLOYMENT**

14.1 A 'casual officer' shall mean a person who is employed by the hour and paid on an hourly basis to cover genuine temporary need, including seasonal needs.

14.2 A casual officer shall be paid for work performed inside the attendance bandwidth at an hourly rate based on the appropriate salary of one of the classification levels prescribed in Schedule 7.

14.3 In calculating the hourly rate, a 25% loading will be paid to officers appointed on a casual basis, in recognition that casuals do not have access to certain entitlements.

14.4 Casual officers are not entitled to the following:

- paid leave (except long service leave);
- payment for public holidays not worked ; and
- allowances unless otherwise provided for elsewhere in this Agreement.

- 14.5 For work performed outside the attendance bandwidth, payment will be made at the rate determined in accordance with clause 14.2 without the 25% loading, plus:
- Monday to Friday – 35%
  - Saturday, Sunday or a public holiday – 100%
- 14.6 **Casual officers directed to leave work:** Where there is insufficient work available on any one day, and a casual officer is directed to leave work, that officer will receive payment for the hours worked and for the remainder of the previously agreed hours of work for that day.
- 14.7 **Employment may be terminated:** The employment of a casual may be terminated at any time provided that the officer is entitled to receive payment for the hours the officer was appointed to work on the day the officer is advised of the termination of employment.

## 15. TERMINATION OF EMPLOYMENT

### 15.1 Resignation

- (a) All officers, other than casual officers, are required to provide a minimum of two weeks written notice of resignation.
- (b) If an officer fails to give the requisite notice under clause 15.1(a), CSIRO shall have the right to withhold moneys due to the officer to a maximum amount equal to the officer's salary for the period of notice.
- (c) Upon an officer giving their resignation, CSIRO may elect that the officer does not work through the notice period, but will pay the officer the balance of the two week notice period in lieu.
- (d) Any period of recreation leave or part thereof may be used to offset notice of resignation by the officer where mutually agreed between the officer and CSIRO.

### 15.2 Termination by CSIRO

- (a) CSIRO will provide the following periods of notice when terminating the employment of an officer:

Period of continuous service	Minimum notice period
Less than 1 year	1 week
1-3 years	2 weeks
3-5 years	3 weeks
Over 5 years	4 weeks

- (b) Officers will receive one extra week of notice if they are over 45 years of age and have at least 2 years continuous service.
- (c) CSIRO may elect that the officer does not work through the notice period and will provide a payment in lieu of notice.
- (d) Notice is not required for termination of employment due to serious misconduct.

## 16. ADVERTISEMENT OF VACANCIES

In other than special circumstances competitive recruitment must be used to fill all vacancies with indefinite tenure, and specified period (i.e. term) vacancies of 18 months duration or more which are not filled by internal transfer or redeployment.

## 17. MEDICAL ASSESSMENTS

CSIRO may require officers to undergo medical assessments from time to time as appropriate.

## PART C. REMUNERATION AND ALLOWANCES

### 18. RATES OF PAY

#### 18.1 Salary Rates

Salary rates will be increased as follows with the rates set out in Schedule 7 to this Agreement:

- **1<sup>st</sup> increase** - 3% effective from the beginning of the first pay period commencing on or after the date of operation of this Agreement;
- **2<sup>nd</sup> increase** - 2% effective from the beginning of the first pay period commencing on or after 12 months from the date of operation of this Agreement;
- **3<sup>rd</sup> increase** – 1.5% effective from the beginning of the first pay period commencing on or after 21 months from the date of operation of this Agreement.

#### 18.2 Commencing Salaries for Administrative and Technical Officers

- (a) The minimum commencing salary for experienced administrative and technical officers (excluding trades officers) will be CSOF Level 2.1.
- (b) Where a person is appointed to undertake work which requires possession of a recognised trade certificate, the minimum salary payable on commencement will be CSOF Level 2.5. However, where the officer has at least five years relevant post apprenticeship trades experience or equivalent gained through recognised post trade qualifications, the minimum salary payable on commencement will be CSOF Level 3.1.

#### 18.3 Normal Fortnightly salary

Unless otherwise agreed with the individual, officers shall be paid fortnightly in accordance with the following formula:

$$\text{Annual Salary} \times \frac{12}{313}$$

#### 18.4 Graduate Salaries

- (a) Where a person is appointed to undertake work which requires possession of a degree, the position occupied by that individual must not be classified below CSOF Level 3 and the minimum salary payable will be CSOF Level 3.1 (3 year degree) or CSOF Level 3.3 (4 year degree).
- (b) Where a person is appointed to undertake work which requires possession of a PhD, the position occupied by that individual must not be classified below CSOF Level 4 and the minimum salary payable will be CSOF Level 4.2, except where an

appointment is made at CSOF Level 4.1 because a doctorate has been submitted but not confirmed.

#### 18.5 Death of an officer

Where an officer dies, or CSIRO has directed that an officer will be presumed to have died on a particular date, payment may be made to the dependants or partners or the legal personal representative of the former officer of an amount that would have been paid if the officer had otherwise ceased employment.

### 19. RECOVERY OF OVERPAYMENTS

- 19.1 On becoming aware of a salary overpayment to an officer, CSIRO will notify the officer and establish an agreed period in which the officer will repay the amounts owing. In the event that agreement cannot be reached on the recovery action, CSIRO shall determine reasonable arrangements for repayment having regard to the officer's personal circumstances.
- 19.2 Where an overpayment has not been recovered prior to an officer resigning or otherwise ceasing duty with CSIRO, CSIRO may make deductions from the officer's final entitlements to the extent of the overpayment.

### 20. CSIRO TRAINEESHIPS AND APPRENTICESHIPS

- 20.1 CSIRO Traineeships including Apprenticeships apply to individuals undertaking structured on the job training together with accredited courses of study. All designated Traineeship positions will detail required levels of attainment and be designed to develop the competencies and performance standards required for one of the classification levels detailed in Schedule 6 (Classification Level Descriptors).
- 20.2 The remuneration of individuals designated as CSIRO Trainees or Apprentices will be a percentage of the salary appropriate to the classification level referred to in clause 20.3. The percentage will be determined on the basis of the level of attainment measured against the previously agreed training objectives. Acceptable levels of attainment are required in both education and application of outcomes to work.
- 20.3 An individual undertaking a training program, which is structured to provide one or more levels of attainment, will be entitled to payment at a rate calculated by applying one of the following percentages to the salary determined in accordance with clause 20.2:
- (a) **One level of attainment:**

Level 1 (commencing salary)	50%
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  - (b) **Two levels of attainment:**

Level 1 (commencing salary)	50%
Level 2	75%
  - (c) **Three levels of attainment:**

Level 1 (commencing salary)	50%
Level 2	70%
Level 3	90%

(d) **Four levels of attainment:**

Level 1 (commencing salary)	50%
Level 2	62.5%
Level 3	75%
Level 4	90%

(e) **Four levels of attainment: Apprenticeship:**

Level 1 (commencing salary)	50% of CSOF Level 2.5
Level 2	62.5% of CSOF Level 2.5
Level 3	75% of CSOF Level 2.5
Level 4	90% of CSOF Level 2.5

- 20.4 A CSIRO Apprentice or Trainee is obliged to work in accordance with the training plan. The Apprentice or Trainee shall be deemed to be at work when attending required training. Failure to achieve the training or work objectives within the required timeframes may result in termination of the Traineeship.
- 20.5 Upon successful completion of both the structured on the job training and the accredited course(s) of study, a Trainee may be directly appointed to a position without the requirement for the position to be advertised provided that the trainee entered CSIRO through a competitive selection process and a position is available and related to the discipline of the Traineeship undertaken.
- 20.6 The Trainee will be appointed in accordance with CSIRO's Work Classification Standards and at the classification level and performance and development step at which the Traineeship remuneration was based.

## 21. FLEXIBLE REMUNERATION PACKAGING

- 21.1 CSIRO offers flexible remuneration arrangements on a salary sacrifice basis. The arrangements provide for packaging under conditions approved by CSIRO on the basis of no extra cost to CSIRO. Additional costs such as Fringe Benefits Tax, other taxes and administrative costs will be met by the officer as part of the arrangement.
- 21.2 Officers who are considering remuneration packaging are encouraged to seek, at their own expense, financial advice. Where officers or their representatives arrange visits by financial advisers, these advisers may only enter the site with the prior agreement of management and may make presentations to officers at times agreed by management.
- 21.3 The remuneration packaging offered by CSIRO will include vehicle leasing on a salary sacrifice basis.
- 21.4 Where a remuneration package contains benefits wholly or partly provided by salary sacrifice, the officer's annual rate of salary, for the purposes of the *Superannuation Act 1976*, the *Superannuation Act 1990*, the *Superannuation Act 2005* or any other superannuation scheme, shall be as determined under the *Science and Industry Research Act 1949*, provided that the officer's annual rate of salary for this purpose shall not be less than the salary rate applicable to the officer under Schedule 7 plus any allowance payable under this Agreement that would otherwise be treated as salary for the purposes of the officer's superannuation scheme.

21.5 Where an officer enters into a salary sacrifice arrangement, the officer's salary for the purposes of other terms and conditions of employment that reference an officer's salary, shall be the amount that would otherwise be treated as salary for those purposes had the salary sacrifice arrangement not been in place.

## 22. SUPERANNUATION

22.1 Eligible officers may elect to join the PSS accumulation plan (PSSap). The PSSap is also the default superannuation scheme for eligible officers who make no election. In respect of officers who are members of the PSSap, CSIRO will pay an employer contribution to the scheme at the rate prescribed under the *Superannuation Act 2005* (as varied from time to time). At the time of approval of this Agreement the contribution rate is 15.4% of an officer's "fortnightly contribution salary" (as defined in the Public Sector Superannuation Scheme).

22.2 Where an officer is not eligible to join, or remain, a member of the PSSap, CSIRO will make an employer contribution to a CSIRO approved superannuation fund, at the contribution rate equivalent to the employer contribution for PSSap for that officer, until such time as eligibility to join PSSap is established, provided that the officer:

- is not eligible to join or remain a contributor to the CSS or PSSdb;
- does not have a deferred or preserved CSS or PSSdb benefit;
- is not receiving a CSS or PSSdb invalidity pension.

22.3 The default superannuation scheme for officers who are ineligible to join the PSSap, if they make no election, is AustralianSuper.

22.4 Except where clause 22.2 applies, if an officer does not join a Commonwealth scheme, CSIRO will, as required by law, pay each pay period to AustralianSuper (or to another approved scheme) the required amount, being an amount calculated at the rate of 9.5% (or such other percentage as may be prescribed by legislation from time to time) in relation to ordinary time earnings or the maximum superannuation contribution base, whichever is the lower.

22.5 Superannuation funds are approved at CSIRO's discretion. The factors taken into account are:

- The number of employees likely to use the superannuation fund. (Preference is given to funds with expected larger coverage).
- The requirement to be a complying superannuation fund and registered with APRA.
- The fund must make satisfactory arrangements to accept payments from CSIRO and for information transfer between the payroll and the fund.
- The fund must accept contributions fortnightly via electronic funds transfer and not impose a minimum contribution likely to cause administrative difficulty for CSIRO.

*Note: Clause 69 covers superannuation during periods of Maternity and Parental leave.*

## 23. OVERTIME

23.1 An officer may, wherever it is necessary to bring up arrears of work or to meet pressure of business, be required to perform duty outside the usual hours. Every officer shall, where such requirement is reasonable, remain after the usual hours of duty to complete work considered necessary to be done on the same day.

23.2 Payment of claims for overtime shall be made only if the overtime in question was authorised by CSIRO.

23.3 The following officers are not entitled to payment for overtime:

- officers whose salary (including any allowance in the nature of salary) is greater than the maximum salary for CSOF Level 4 (as specified in Schedule 7);
- officers whose hours of attendance cannot be definitely determined such as officers whose duties comprise caretaking work; and
- officers who do not record their attendance.

23.4 Overtime calculation

The weekly hours of duty for overtime calculation will be 36  $\frac{3}{4}$  hours. Overtime will be calculated on the number of hours and minutes of overtime performed.

23.5 The following allowances are included in salary for overtime purposes:

- Enhanced responsibility allowance (ERA);
- AAHL site allowance;
- Overpaid allowance; and
- Superior performance rating (premium step).

23.6 Overtime duty and rates of pay

All payments of overtime are made at the rate of payment that applies to the day in which the overtime was worked.

The hourly rate of payment shall be:

- single time for overtime performed inside the bandwidth as defined in clause 23.7;
- time and a half for overtime worked Monday to Friday outside the bandwidth, as defined in clause 23.7;
- double time for overtime worked on Saturday or Sunday where this does not form part of the ordinary hours of attendance for the week;
- double time for overtime worked on a public holiday (as defined in clause 59), in addition to payment for the public holiday.

23.7 Attendance bandwidth

CSIRO will set an attendance bandwidth, in consultation with officers and their representatives, at each workplace of 10 hours duration between the hours of 6 a.m. and 6 p.m. on a Monday to Friday. The attendance bandwidth and commencing and finishing times may differ for different categories of officers.

23.8 Overtime on a weekend or public holiday

Where an officer is required to perform overtime duty on a weekend or public holiday, the minimum overtime payment shall be for four hours at the prescribed overtime rate.

23.9 Separate attendance

Where an officer is recalled to duty the following applies:

- Any period of separate attendance that commences outside the bandwidth or on a weekend or public holiday will be paid as overtime at the applicable rate and subject to a minimum of four hours;
- Any period of separate attendance that commences inside the bandwidth will be subject to a four hour minimum;

provided that where more than one attendance is involved, this subclause will not operate to increase the payment beyond that which would apply had the officer remained on duty from commencing time of duty of one attendance to the ceasing time of duty on a subsequent attendance.

- Attendance will include the time spent in travelling to the place of duty and returning to the officer's usual place of residence; and
- For the purposes of determining whether an overtime attendance is separate from other duty, meal periods shall be disregarded.

#### 23.10 Time off in lieu of overtime

Where agreed, an officer may convert an entire overtime period to an equivalent period of time off in lieu.

#### 23.11 Minimum break between periods of work

- (a) An officer who is eligible to receive overtime payments, is entitled to a minimum break of 10 continuous hours between ceasing ordinary duty on one day and commencing his/her next period of ordinary duty. If an officer works so much overtime that the minimum break cannot be accommodated between two periods of ordinary duty, the officer is entitled to delay the resumption of ordinary duty until the minimum break has been taken, without loss of pay.
- (b) If the officer is directed to resume duty without having had the minimum break, the officer will be paid at the double time rate from the resumption of ordinary duty until released from duty, at which time the officer will be entitled to be absent for a continuous period of 10 hours, without loss of pay.

#### 23.12 Restriction situations

Officers performing duty in a restriction situation will be paid for that duty in accordance with clause 26.

#### 23.13 Overtime meal allowance

A meal allowance of \$29.40 is payable where an officer including a casual officer, works authorised overtime and duty commences prior to a meal period and concludes after the meal period. This allowance will be adjusted to reflect the Australian Taxation Office determined rate of meal allowance published annually in July.

'Meal period' means the following periods:

7.00 a.m. – 9.00 a.m.

12.00 p.m. – 2.00 p.m.

6.00 p.m. – 7.00 p.m.

12.00 a.m. – 1.00 a.m.



except where an individual or group of officers reach agreement with CSIRO to change the meal periods provided that this includes four meal periods in the 24 hour cycle.

## **24. ENHANCED RESPONSIBILITIES ALLOWANCE (ERA)**

### **Definitions:**

“management responsibilities” means responsibilities for the management of staff or facilities or financial resources, or a combination of these.

“approved leave with pay” includes all paid leave except long service leave.

- 24.1 An officer may be directed by CSIRO to temporarily perform duties additional to, or in substitution for, those usually associated with the officer’s role.
- 24.2 CSIRO may approve the payment of an ERA to the officer where, for a period of no less than five working days:
- (a) An officer is directed to, and temporarily performs management responsibilities which are additional to, or in substitution for, the officer’s normal responsibilities; and
  - (b) The extra responsibilities require capability at a level in the classification structure higher than the level of the officer and CSIRO determines the changed responsibilities add significantly to the value to CSIRO of the officer’s work and are the result of:
    - The temporary absence of the position’s occupant; or
    - The position becoming vacant; or
    - A temporary requirement for additional assistance.
- 24.3 Subject to the requirements at clause 24.2, ERA shall be payable in respect of the period during which the officer performs the additional or substituted management responsibilities. Payment shall be equal to the difference between the officer’s salary and a relevant higher salary, as determined by CSIRO.
- 24.4 An officer who has been in receipt of ERA for a period of at least 12 months may have their rate of payment varied by CSIRO to take account of performance related salary movements.
- 24.5 Where an officer, who at the time of proceeding on approved leave with pay, is receiving an ERA, such allowance shall continue to be paid where CSIRO agrees that the allowance would have been paid but for the grant of the leave. Where an officer takes approved leave with pay which is less than leave on full pay, the payment of an allowance shall be made on a pro-rata basis.

## **25. FIRST AID ALLOWANCE**

Where an officer holds a suitable qualification from St John’s Ambulance, Australian Red Cross or other Registered Training Organisation, and is authorised to provide first aid services in addition to normal duties, CSIRO shall pay an allowance to the officer in accordance with the table below. The rates of allowance will be increased in line with increases to salary and from the same dates of effect.

<b>Qualification held</b>	<b>1<sup>st</sup> increase</b>	<b>2<sup>nd</sup> increase</b>	<b>3<sup>rd</sup> increase</b>
Minimum qualification – Provide First Aid	\$663 p.a.	\$676 p.a.	\$686 p.a.
Minimum qualification – Provide Advanced First Aid	\$818 p.a.	\$834 p.a.	\$847 p.a.
Minimum qualification – Occupational First Aid or Registered Nursing qualifications [where the holder is included on the Nursing Register but is not performing a full-time nursing function]	\$999 p.a.	\$1019 p.a.	\$1034 p.a.

## 26. RESTRICTION DUTY

### 26.1 Restriction direction

The Delegate may direct an officer to be contactable and remain available to perform extra duty outside that officer's normal hours of duty.

### 26.2 Restriction approval

The restriction situation is imposed by the prior written direction of the Delegate or is subsequently approved in writing by the Delegate where the circumstances did not permit prior direction.

### 26.3 Categories of restriction

#### (a) Close Call

The officer is, or may be, required to attend for extra duty if the need arises some time before the officers next normal time of commencing duty and the officer is to remain contactable and available for immediate recall to duty and:

- commence the return journey within five minutes of the recall; and
- at all times be able to report for duty at the workplace within 35 minutes of the recall.

In special circumstances, owing to staffing or operational reasons, an officer who cannot meet the foregoing requirements may be deemed to be in close call category if able to return to the worksite within 45 minutes from the time of recall.

#### (b) On Call

The officer is, or may be, required to undertake extra duty some time before the officers next normal time of commencing duty and the officer is to remain contactable and available to return to duty within a reasonable time of being recalled having regard to the consequences of any undue delay.

### 26.4 Payment eligibility

- Officers whose salary, including allowances specified in clause 26.7, is greater than CSOF Level 6.M will not be eligible to receive payment unless the Delegate specifically approves this payment.
- Allowances will be calculated using the officer's annual salary, including allowances specified in clause 26.7 provided that if this salary exceeds CSOF

Level 4.M, allowances will be calculated by substituting CSOF Level 4.M for the officer's annual salary in clause 26.8.

#### 26.5 Close call payment rate

An officer who is subject to "close call" restriction will be paid an allowance at the rate of:

- (a) 7.5% of the officer's hourly rate of salary for each hour restricted Monday to Friday;
- (b) 10% of the officer's hourly rate of salary for each hour restricted Saturday and Sunday; and
- (c) 15% of the officer's hourly rate of salary for each hour restricted on public holidays.

#### 26.6 On Call payment rate

An officer who is subject to "on call" restriction will be paid an allowance at the rate of:

- (a) 3.75% of the officer's hourly rate of salary for each hour restricted Monday to Friday;
- (b) 5% of the officer's hourly rate of salary for each hour restricted Saturday and Sunday; and
- (c) 7.5% of the officer's hourly rate of salary for each hour restricted on public holidays.

#### 26.7 Salary rate

An officer's salary for the purpose of calculation of the allowance under clauses 26.5 and 26.6 will include enhanced responsibilities allowance and AAHL site allowance.

#### 26.8 Formula

The hourly rate of payment will be calculated as follows:

$$\frac{\text{Annual Salary}}{313} \times \frac{12}{73.5} \times \% \text{ of salary prescribed above}$$

The allowance under this subclause will be payable for each hour or part hour the officer is restricted outside the officer's ordinary hours of duty.

#### 26.9 No concurrent payment

Any part of a period of restriction in respect of which the officer receives payment other than in accordance with clauses 26.5 and 26.6 will not be included in the period of restriction for calculating payments.

#### 26.10 Availability

No payment will be made to an officer for any period in which the officer does not remain contactable or at the required degree of readiness to perform extra duty.

#### 26.11 Duty payment

- (a) duty not at work – where an officer who has been restricted is required to perform duty, but is not required to be recalled to work, duty payment will be made for duty worked, subject to a one hour minimum payment.
- (b) duty at work – where an officer who has been restricted is recalled to duty at a place of work, payment will be made subject to a four hour minimum payment.

- (c) duty on more than one occasion – where an officer is required to perform duty on more than one occasion, the minimum payment provisions of clauses 26.11(a) and 26.11(b) will not operate to increase the duty payment beyond that which would apply had the officer remained on duty from the commencing time of the first duty to the completion of the subsequent duty.
- (d) calculation – duty payments will be calculated in accordance with clauses 23.4, 23.5 and 23.6. Where an officer’s salary, including allowances specified in clause 26.7, exceeds CSOF Level 4.M, duty payment will be calculated by substituting CSOF Level 4.M for the officer’s salary.
- (e) minimum break between periods of work – an officer who is eligible to receive duty payment, is entitled to the minimum break provisions described in clause 23.11.

## 26.12 Family responsibilities

Rosters for regular restriction duty should be developed in consultation with the officers involved, having regard to issues such as family responsibilities and individual circumstances.

## 27. SHIFT DUTY

- 27.1 The provisions of this clause shall not apply to officers whose hours of attendance cannot be definitely determined, such as officers whose duties comprise caretaking work, or to such other special categories of staff as may be determined by CSIRO.
- 27.2 Penalty rate for shift duty – the following shift duty payments apply to an officer who is rostered to perform and performs ordinary duty in the following circumstances:

Type of shift duty	Penalty Rate
Duty, including duty on an alternating or rotating shift, any part of which regularly falls between the hours of 6 p.m. and 6 a.m. Monday to Friday	15%
Duty on a shift falling wholly within the hours of 6 p.m. and 8 a.m. Monday to Friday over a continuous period exceeding four weeks	30%
Duty between midnight on Friday and midnight on Saturday	50%
Duty on Sunday	100%
Duty on a public holiday	150%

- 27.3 The additional payment prescribed in this clause shall not be taken into account in the calculation of overtime or in the determination of any allowance based upon salary, nor shall it be made with respect to any shift for which any other form of penalty payment is made.
- 27.4 Where an officer to whom this subclause applies performs overtime duty on a Saturday, the officer shall be paid an additional 100% of ordinary rates of pay, provided that in the case of a Saturday overtime attendance not continuous with ordinary duty, the payment so resulting shall be subject to the minimum overtime payment provisions of clause 23.8.
- 27.5 Additional payment for ordinary duty prescribed in this clause will be made in respect of any such duty which an officer would have performed had the officer not been on recreation leave.

- 27.6 Enhanced responsibilities allowance shall be regarded as salary for the purpose of calculating shift duty payments.
- 27.7 Where, in a cycle of shifts on a regular roster, an officer is required to perform rostered duty on each of the days of the week the officer shall, in respect of a holiday which occurs on a day on which the officer is rostered off duty, be granted, if practicable, within one month after the holiday, a day's leave in lieu of that holiday. If it is not practicable to grant such a day's leave, the officer shall be paid for one day at the ordinary rate of pay in lieu of time off duty.

## 28. DIVING ALLOWANCE

- 28.1 Officers who undertake diving in the course of their duties shall be eligible for payment of Diving Allowance which shall be paid using the following formula after each application:

$$15\% \times \frac{\text{CSOF 3.M Annual Salary}}{313} \times 1.2 \times \text{number of days diving}$$

- 28.2 CSIRO shall provide and maintain all equipment used by officers undertaking diving in the course of their duties, unless there is a mutual agreement otherwise.
- 28.3 CSIRO shall provide all training necessary to maintain skills to a level consistent with safe practice for divers.
- 28.4 CSIRO shall reimburse any costs associated with registration or other statutory requirements for divers.

## 29. FIELD WORK

- 29.1 "Field work" means working away from an office or laboratory, out in the open and generally in rural or remote areas, conducting various land-based activities. It often involves working long and/or irregular hours.
- 29.2 Officers required to perform field work will be provided with adequate equipment and supplies to undertake the work, including occupational health and safety compliant suitable protective clothing and footwear, camping, first aid and communications equipment.
- 29.3 Officers will be expected to utilise commercial accommodation where it is available and is within reasonable commuting distance of the field site.
- 29.4 Expense reimbursement arrangements will apply where credit card facilities are not available and also where the field work does not involve an overnight stay.
- 29.5 Where field work requires overnight absence from home and credit card facilities are not available, officers including casual officers may be paid, in advance, for estimated reasonable expenses, including incidental expenses. If they are able to purchase meals, this advance will include a component for meals of \$97.40 for each full day spent away from their usual place of work. A full day is one that extends from before 7 a.m. until after 7 p.m. The meal component for part days will be determined according to the meal periods that occur during that part day as follows:
- 6 a.m. to 7 a.m. – breakfast \$23.70
  - 12 p.m. to 1 p.m. – lunch \$27.05
  - 6 p.m. to 7 p.m. – dinner \$46.65

The above allowances will be adjusted in accordance with increases determined by the Australian Taxation Office. The allowances in clauses 29.5(a) and 29.5(b) below will be increased in line with increases to salary and from the same dates of effect.

- (a) Officers who are not able to purchase meals, will be provided with the necessary supplies to allow them to prepare their meals at the field site. Where supplies are not provided, the advance will include an allowance for each 24 hours and part thereof, spent away from their home base, to meet the costs of stores purchased for food preparation at the camp site and meals consumed during travel to and from the field site. The rates of allowance payable will be:

<b>1<sup>st</sup> increase</b>	<b>2<sup>nd</sup> increase</b>	<b>3<sup>rd</sup> increase</b>
\$46.90	\$47.85	\$48.55

- (b) Officers who are required to camp at the field site, or who are provided accommodation lacking basic facilities (e.g. hot water, electricity and kitchen), will be paid a “canvas” allowance per night spent in the camp. The rates of allowance payable will be:

<b>1<sup>st</sup> increase</b>	<b>2<sup>nd</sup> increase</b>	<b>3<sup>rd</sup> increase</b>
\$76.05	\$77.55	\$78.70

- 29.6 The minor expense payment of \$15.00 per day is not payable for days covered by an advance payment received by an officer in accordance with clause 29.5.

### **30. REMOTE LOCALITIES CONDITIONS**

The provisions in this clause apply to officers stationed at certain localities in recognition of particular disadvantages associated with geographic isolation.

- 30.1 The Accessibility/Remoteness Index of Australia (ARIA), compiled by the Australian Government Department of Health, is the basis on which CSIRO sites are assessed to determine eligibility for the special conditions conferred by this clause.
- 30.2 According to the ARIA index, current CSIRO sites that attract the district allowances specified in clause 30.3 are:

<b>ARIA Category</b>	<b>ARIA Score</b>	<b>Locality</b>
<b>Very Remote</b>	9.09 – 12.0	Murchison
<b>Remote</b>	5.81 – 9.08	Alice Springs
<b>Moderately accessible</b>	3.51 – 5.80	Atherton, Narrabri, Ayr, Mossman, Woodstock

- 30.3 Amount of payment

- (a) A district allowance will be payable to officers stationed at the localities specified in clause 30.2. Part-time officers receive a pro-rata payment based on the proportion of full-time hours worked. The allowances in the table will be increased in line with increases to salary and from the same dates of effect. The following allowances include a component for leave related air fares:

### Officers without dependants

ARIA Category	1 <sup>st</sup> increase	2 <sup>nd</sup> increase	3 <sup>rd</sup> increase
Very Remote	\$ 3631 p.a.	\$ 3704 p.a.	\$ 3760 p.a.
Remote	\$ 3222 p.a.	\$3286 p.a.	\$ 3335 p.a.
Moderately accessible	\$1509 p.a.	\$1539 p.a.	\$1562 p.a.

- (b) For officers with dependants, the rate is double that of officers without dependants.
- (c) Officers in Atherton and Alice Springs:

Officers who have more than one dependant will receive an additional payment for the second and for each subsequent dependant. The rate of payment shall be \$500 at Atherton and \$800 at Alice Springs. This payment is in lieu of airfares previously received.

#### 30.4 For the purposes of clause 30.3:

- (a) a member of the officer's family unit will be considered to be a dependant if they normally reside with the officer at the locality and the officer indicates (in writing) that the person is receiving income less than the adult minimum wage and the person is:
- a partner
  - a student who is under 25 years and is a full-time student at school, college or university;
  - a child who is under 16 years and is not a student, including an officer's partner's child, an adopted child, a foster child, a step child or a ward;
  - a child-housekeeper: an officer's child or partner's child of any age who works full-time keeping house for the officer;
  - an invalid relative who is 16 years of age or over and receives a disability support pension or a special needs disability support pension or rehabilitation allowance, or has a certificate of invalidity from a medical practitioner, recognised by Medicare certifying continuing inability to work; or
  - an officer's parent or partner's parent.
- (b) Except as provided in clause 30.3(c), the maximum amount payable to a family unit is the equivalent of one "with dependants" allowance. Hence, if another member of the family unit is receiving an allowance which recognises that dependants are being supported, the CSIRO officer will be paid only the difference, if any, between the relevant "with dependants" rate and the amount received by that other family member.

30.5 Officers previously entitled to receive leave related air fares will retain any unused air fare entitlements that had accrued prior to 13 November 2005.

30.6 Officers stationed at the localities specified in clause 30.2, are entitled to an additional two days recreation leave per annum, which will accrue on a pro-rata basis for incomplete years or where officers are temporarily transferred to a relevant locality for a period exceeding one month.

30.7 Transitional Payments apply to officers located at Darwin and Townsville who are currently receiving remote localities allowance;

- will not continue beyond an officer's employment at the current locality;
- are subject to staff in receipt of the "with dependants" rate continuing to satisfy the criteria in clause 30.4.

30.8 Officers entitled to transitional payments contained in clause 30.7 will receive a non-indexed allowance reflecting the value of district allowance and airfares prior to this Agreement:

(i) Townsville

The value of the non-indexed allowance will be:

Single rate \$1100 p.a.

Dependents rate \$1200 p.a. plus \$500 p.a. for the officer and each dependant.

(ii) Darwin

The value of the non-indexed allowance will be:

Single rate \$3370 p.a.

Dependents rate \$2880 p.a. plus \$1800 p.a. for the officer and each dependant.

## **31. AUSTRALIAN ANIMAL HEALTH LABORATORY (AAHL)**

31.1 An officer employed at the AAHL, Geelong, shall be paid a site allowance at the rate specified in clause 31.7(a) in recognition of the limitations placed upon officers at this site in relation to the keeping of animals. The site allowance will be increased in line with increases to salary and from the same dates of effect.

31.2 A secure allowance at the rate specified in clause 31.7(b) shall be paid to officers required to work within the secure area of the laboratory in recognition of the limitations regarding contact with certain animals and the places such animals are kept and the unique features associated with work in the secure area. A secure area includes specific pathogen free area. This allowance shall be determined according to the number of days, including any part or parts of a single day, in the previous 12 months on which CSIRO required the officer to enter the secure area of the AAHL. This secure allowance will be increased in line with increases to salary and from the same dates of effect.

31.3 Automated card readers on the secure side of the shower areas shall be used to record entry to establish the officer's level of entitlement for secure allowance and disability leave. The secure allowance entitlement shall be calculated annually as at 30 June and paid in the second pay period following. The site allowance shall be paid fortnightly.

31.4 In recognition of the significant lifestyle restrictions placed on officers who work in the secure area, those officers shall have access to AAHL Disability Leave (AAHLDL) entitlements as specified in clause 31.7(c).

31.5 The accounting period for the purpose of calculating AAHLDL entitlement shall be from 1 July to 30 June the following year. Accrual shall be on a continuing basis from the commencement of the accounting period. Leave credits shall be available from the end of the calendar month in which they accrue.

31.6 AAHLDL shall be credited as additional recreation leave.

31.7 Allowances and Disability Leave



(a) AAHL Site Allowance:

	1 <sup>st</sup> increase	2 <sup>nd</sup> increase	3 <sup>rd</sup> increase
<b>AAHL Site Allowance</b>	\$ 843 p.a.	\$ 860 p.a.	\$873 p.a.

(b) AAHL Secure Allowance :

Number of Days* in secure area	1 <sup>st</sup> increase	2 <sup>nd</sup> increase	3 <sup>rd</sup> increase
5 – 40	\$ 142.57 p.a.	\$ 145.42 p.a.	\$ 147.60 p.a.
41 – 80	\$ 427.69 p.a.	\$ 436.24 p.a.	\$ 442.78 p.a.
81+	\$ 898.00 p.a.	\$ 915.96 p.a.	\$ 929.70 p.a.

\*Day includes part or any parts of a single day.

(c) Disability Leave will accrue as follows:

Number of Days* in secure area	Disability leave
5 – 40	0
41 – 80	1
81+	5

\*Day includes part or any parts of a single day.

## 32. TRAVEL

32.1 Official travel should be at no personal expense or monetary gain to staff, and should apply equitably and consistently throughout CSIRO. CSIRO will meet the costs of all reasonable expenses incurred in undertaking official travel.

32.2 CSIRO credit cards are the normal means of meeting travel costs and will be issued to travellers on an as needs basis. Where a credit card is provided, it is expected that all significant travel related costs such as airfares, accommodation, meals, taxis and parking station fees will be met using a credit card.

32.3 Where a staff member has not been provided with a CSIRO credit card they shall have costs paid in advance where possible and may be provided with an advance representing estimated costs. Such an advance must be reconciled at the end of the trip.

32.4 Minor expense payment

(a) To address the inconvenience involved in processing minor "out-of-pocket" expenses, a fixed payment of \$15 for each 24 hour period is available for domestic travel where an officer has incurred expenses, not paid for or reimbursed by CSIRO, resulting from the travel. The rate for international travel is twice the domestic rate.

(b) The payment is designed to cover minor expenses such as tolls, street parking, minor fares, family-related telephone calls and items of a personal nature required

by virtue of being away from home. It is not intended to cover main meals, accommodation, taxis or other major expenses.

- (c) When the minor expense payment is claimed, no other claims for “out of pocket” expenses can be made except in respect to actual costs exceeding the value of the minor expense payment. In these instances receipts or justification must be provided.

### 32.5 Travel time

Business related travel within the bandwidth is regarded as "time on duty" for the purpose of formal and informal flexible attendance arrangements. Where, prior to travel being undertaken, a manager agrees that it is necessary for an officer to undertake business related travel within Australia outside the bandwidth, the time spent travelling will be also regarded as “time on duty”.

### 32.6 Clothing

CSIRO may at its discretion reimburse staff for expenditure on the purchase and/or rental of clothing that is needed because of a requirement to perform duty away from their normal place of work, in a different climatic zone. Staff may submit a claim for clothing, based on reimbursement of reasonable expenses once in any 3-year period.

### 32.7 Motor Vehicle Allowance

Approval may be given for officers to use their private transport for official purposes in situations where it is more efficient and/or less expensive for the Organisation. Where approved, the officer owning the vehicle is entitled to be paid an allowance at the rate of \$0.66 per kilometre. This allowance will be adjusted annually to reflect the Australian Taxation Office determined rate.

### 32.8 Transporting other staff or equipment

Where an officer who is entitled to receive Motor Vehicle Allowance is required to transport:

- another person/s whose fares would otherwise be met by CSIRO; or
- equipment weighing not less than 100 kilograms which is the property of CSIRO;

the officer is entitled to a payment of an allowance at the rate of \$0.66 per kilometre in addition to the normal Motor Vehicle Allowance, for the period during which these additional conditions apply.

### 32.9 Reimbursement of higher vehicle insurance and registration costs

Where, as a consequence of the official use of the officer's private motor vehicle, the officer is required to pay additional vehicle insurance premiums or vehicle registration costs, the officer is entitled to reimbursement of an amount equal to the additional costs.

## 33. EXCESS TRAVELLING TIME

33.1 For the purposes of this clause the term “usual place of work” shall mean:

- (a) for officers who are required ordinarily to work day by day at the same fixed place of work – the place so fixed by CSIRO; and
  - (b) for officers whose place of work is variable within a specified district – a place within that district fixed by CSIRO.
- 33.2 An officer in receipt of a salary in excess of the salary applying to CSOF Level 2.M per annum shall not be entitled to payment for excess travelling time.
- 33.3 Payment will be made for time necessarily spent in travelling, exclusive of overtime duty, in excess of:
- (a) the officer's ordinary hours of attendance for the day; and
  - (b) the time necessarily spent travelling to and from the officer's usual place of residence and the officer's usual place of work;
- provided that in the case of officers specified in clause 33.1(b), a minimum time of 20 minutes each way shall apply.
- 33.4 Payment will be made at the following rates:
- (a) ordinary rates of pay on Mondays to Saturdays; and
  - (b) time and a half rates on Sundays and public holidays.
- 33.5 Payment shall not be made unless the excess time exceeds:
- (a) one half hour in any one day; or
  - (b) two and one half hours in any fortnightly pay period, in the case of an officer whose ordinary hours of attendance are confined to five days of the week; or
  - (c) three hours in any fortnightly pay period, in the case of an officer who performs rostered ordinary duty on six days of the week;
- nor shall payment be made for more than five hours in any one day.

## 34. SUPPORTED WAGE SYSTEM

34.1 This clause defines the conditions which will apply to officers who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement.

34.2 In this clause:

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

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

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

**“Relevant minimum wage”** means the minimum wage prescribed by this Agreement for the class of work for which an officer is engaged.

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

**“SWS wage assessment agreement”** means the document in the form required by the relevant Commonwealth Government department that records the employee’s productive capacity and agreed wage rate.

### 34.3 Eligibility criteria

- (a) Officers covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- (b) This clause does not apply to any existing officer who has a claim against CSIRO which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of officers who are injured in the course of their employment.

### 34.4 Supported wage rates

Officers to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following table:

<b>Assessed capacity</b>	<b>% of prescribed Agreement rate</b>
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Provided that the minimum amount payable must not be less than \$82.00 per week.

Where an officer’s assessed capacity is 10%; they must receive a high degree of assistance and support.

### 34.5 Assessment of capacity

- (a) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the officer will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted CSIRO and the officer and, if the officer so desires, a union which the employee is eligible to join.

- (b) Assessment made under this clause must be documented in an SWS wage assessment agreement, and retained by CSIRO as a time and wages record in accordance with the *Fair Work Act 2009*.

#### 34.6 Lodgement of SWS assessment agreement

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

#### 34.7 Review of assessment

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

#### 34.8 Other terms and conditions of employment

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

#### 34.9 Workplace adjustment

CSIRO, if wishing to employ an officer under the provisions of this clause, must take reasonable steps to make changes in the workplace to enhance the officer's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other officers in the area.

#### 34.10 Trial Period

- (a) In order for an adequate assessment of the officer's capacity to be made, CSIRO may employ a person under the provisions of this clause for a Trial Period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During that Trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (c) The minimum amount payable to the officer during the Trial Period must be no less than \$82.00 per week.
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where CSIRO and the officer wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 34.5.

## **PART D. CAREER DEVELOPMENT, PERFORMANCE AND REWARDS**

### **35. PERFORMANCE CULTURE**

CSIRO will foster an environment in which exemplary standards of performance and behaviour of individuals and teams are recognised and rewarded through consistently applied and transparent processes.

### **36. ANNUAL PERFORMANCE AGREEMENT (APA)**

*Note: For the purposes of this clause, “representative” excludes union officials.*

36.1 The Annual Performance Agreement (APA) cycle provides a framework for performance management, which facilitates effective communication of work requirements, alignment of corporate and individual goals, performance improvement, training and development requirements. The APA also provides information or evidence for performance and development steps, performance rewards and promotions. The APA cycle is a 12-month period from July to June inclusive.

36.2 CSIRO recognises the right of staff to have a colleague officer or a representative present at meetings with a supervisor or manager relating to the APA process to assist in the resolution of any issues.

36.3 Obligations to participate

It is a requirement of employment in CSIRO that all officers (excluding casuals and those employed for less than three months) participate in the APA process. Officers who, given reasonable opportunity, fail to complete the APA process within the required timeframes, namely:

- Review (Stage 3 ) by 31 August; and
- Objective Setting (Stage 1) for the following year by 30 September,

will not be eligible for performance rewards.

36.4 It is a requirement of managers in CSIRO to ensure that eligible officers under their supervision participate in the APA process. Managers who fail to make every effort to ensure eligible officers participate in the APA process within the required timeframes, will not be eligible for performance rewards.

36.5 Work Objectives and Performance indicators

Work objectives and performance indicators are to be finalised through discussion between an officer and their manager. The agreed work objectives must be appropriate for the classification level, consistent with the Work Classification Standards and incorporate appropriate teamwork and organisational behaviours.

36.6 Officers who undertake roles which have a corporate citizenship focus play an important role in maintaining a positive workplace culture. Line managers will recognise these duties and responsibilities in the APA process. CSIRO recognises that staff perform these roles in addition to their usual duties. CSIRO, at its discretion, will provide support to staff where they are required to perform these roles.

36.7 If there is disagreement between a staff member and their manager on any aspect of the APA, including the final evaluation, the next-level manager should be called upon to consider the issue. If agreement cannot be reached following the next-level manager's review, the matter may be referred to the next higher-level manager. Within Business Units the matter can continue to be elevated until it reaches the Business Unit Leader, who will make the final decision.

#### 36.8 Performance and Development Steps

Advancement to a higher performance and development step (PADS), where available, will be approved where the staff member has participated in and satisfied the requirements of their APA within the required timeframe. Officers who do not satisfy these requirements are not eligible for salary advancement within their CSOF level.

#### 36.9 Performance and Development Steps Appeals

- (a) Initially staff members should discuss any concerns about their performance appraisal with their line manager and/or next-level manager in an attempt to resolve the matter.
- (b) Staff who have participated in the APA process and have been denied advancement to the next PADS within their CSOF Level may appeal to the Business Unit Leader for a reconsideration of that decision. There is no appeal against the following decisions:
  - (i) Denial of advancement by two or more performance and development steps;
  - (ii) Denial of performance and development steps resulting from disciplinary actions.
- (c) Any appeal must be lodged within 10 working days of the officer being notified that they have not received a PADS.
- (d) The appeal process shall observe the principles of natural justice and the officer will have the opportunity to provide information to the Business Unit Leader for consideration.
- (e) The decision by the Business Unit Leader to either uphold the appeal and grant a PADS, or to refuse the appeal and confirm the original decision is final. The decision and the reason for the decision, will be confirmed to the officer in writing.

## **37. CAREER MANAGEMENT, LEARNING AND DEVELOPMENT**

37.1 CSIRO is committed to continuous learning to support our staff to reach their full potential and to enable CSIRO to successfully deliver our strategy. The parties to this Agreement believe that all officers should have the opportunity to participate in relevant learning, development, and training activities aimed at improving individual and team performance, skills and knowledge, and the effectiveness of CSIRO.

37.2 All officers will have the opportunity to participate in at least five days learning, development and/or training each Annual Performance Agreement (APA) cycle exclusive of travel. The activity must be aligned with business and individual needs and reflected in the APA or an agreed development plan. This indicates the mutual responsibility of the officer, their line manager and CSIRO. It is recognised that a large number of CSIRO officers will exceed this minimum.

37.3 Learning, development and training activities should lead to the development of skills and/or knowledge and may include formal program and conference participation and

on the job assignments (including but not limited to, e-learning, webinars, networking, shadowing, coaching and/or mentoring and participating in communities of practice).

## **38. REWARD ASSESSMENT PROCEDURES**

*Note: For the purposes of this clause, 'representative' excludes union officials.*

- 38.1 Cases for accelerated advancement within CSOF Level, promotions and performance cash rewards will be considered by the Reward Review Committees established within Business Units.
- 38.2 The Business Unit should, where practicable, include on its Reward Review Committee one of its representatives and/or a relevant officer from another Business Unit.
- 38.3 CSIRO shall provide to unsuccessful candidates for accelerated advancement and promotion, constructive feedback and advice. This advice must be provided in writing if requested by a candidate.
- 38.4 A list of all officers who receive accelerated advancement, promotions and performance cash rewards and the reasons for such rewards, will be published within the Business Unit.

## **39. MERIT PROMOTION**

- 39.1 Merit promotion to a higher CSOF level shall be approved where, through the Rewards Assessment Procedures (see clause 38), CSIRO determines that:
  - An officer has a sustained record of achievement that clearly demonstrates the requirements defined for the next CSOF level in the relevant Functional Area Work Classification Standards; and
  - CSIRO requires the role to be performed at the higher level for the foreseeable future.
- 39.2 Since officers will develop their roles and competencies at different rates, depending on their personal potential and the opportunities that arise in the workplace, the period over which sustained performance can be demonstrated will vary but would normally be at least two and will not be less than one full (12 month) performance cycle. Where the performance is over a period less than two full cycles, the case must clearly address the candidate's capacity to sustain that level of performance beyond the period being assessed.
- 39.3 An officer need not be on the maximum performance and development step of their existing CSOF level to be promoted.
- 39.4 Where a promotion is denied on the grounds that the role is not "required to be performed at the higher level for the foreseeable future", the officer will be advised in writing of the functions or activities that are no longer required to be performed and the work objectives set through the APA process will reflect this advice.
- 39.5 **Reclassification Appeal Process**

An officer seeking promotion up to CSOF Level 6 in any functional area or to CSOF Level 7 or 8 in the Research Science/Engineering or Research Consulting functional areas, may lodge a Formal Reclassification Appeal where:

- The delegate declines to approve a reclassification;



- The officer's immediate line manager declines to submit the case for consideration in the reward review process.

An officer must lodge their appeal within 28 days of formal notification that the case has been unsuccessful or advice that it will not be submitted to the Reward Review Committee.

### 39.6 Informal Resolution

Where a Reward Review Committee considers that an officer has not demonstrated a sustained record of achievement at the higher CSOF level and promotion is denied, CSIRO and the officer may agree to an informal reconsideration of the decision, which will include:

- A review of the decision by a Senior Manager agreed by both the officer and CSIRO; and
- A focus on a timely and expeditious review, with the objective of resolving the matter within 14 days.

The informal review process will not preclude an officer or CSIRO from invoking the formal appeal process referred to in clause 39.7, prior to the conclusion of the informal review.

### 39.7 Formal Reclassification Appeal Process

- Formal appeals will be considered by a Reclassification Appeal Committee which will provide a report and recommendations to the Business Unit Leader. The officer will have the opportunity to address the Committee.
- The Business Unit Leader shall review the report by the Committee, make a decision, and inform the parties in writing within 14 days of receiving the report from the Appeal Committee.

## **40. APPOINTMENT, MERIT PROMOTION AND ADVANCEMENT – CSOF LEVEL 7 AND ABOVE**

40.1 An officer's classification is not linked to the officer's tenure. Classification at CSOF Level 7 and above (all functional areas) on appointment to CSIRO or following merit promotion, is held on an ongoing basis (as it is for lower CSOF levels), but at CSOF Level 7 and above is subject to five yearly performance reviews conducted by a CSIRO Review Panel. In relation to a specified term officer, the five year period will commence on appointment or reappointment. This clause does not operate to extend a specified term officer's employment beyond the end of the term for which they are employed.

40.2 Merit Promotion to, and advancement within CSOF Level 7 and CSOF Level 8

- Merit Promotion to CSOF Level 7 or CSOF Level 8 requires a reclassification case in accordance with clauses 38 and 39.
- Advancement through performance and development steps within CSOF Level 7 is dependent on the officer satisfactorily meeting the work objectives agreed in the officer's Annual Performance Agreement (see clause 36).
- Advancement to CSOF Level 8.2 is only available from CSOF Level 8.1 and requires a reasoned case justifying advancement.
- Advancement beyond CSOF Level 8.2 requires a reclassification case satisfying the senior promotion guidelines.

#### 40.3 5 yearly performance reviews for officers at CSOF Level 7 and CSOF Level 8

- (a) The review will assess the staff member's performance against the Classification Level Descriptors in Schedule 6, as expanded in CSIRO's Work Classification Standards and related documentation, using a reasoned case which details the officer's achievements and performance since advancement or appointment to this level or since the last review. The officer's Business Unit will be represented on the Review Panel, with the remaining members being external to the Business Unit concerned.
- (b) As a result of this initial assessment, the Panel may:
  - (i) Approve continuation at the existing level;
  - (ii) Recommend consideration of promotion to a higher level; or
  - (iii) Recommend consideration of reversion.

#### 40.4 Continuation at the existing level

Continuation at CSOF Level 7 or CSOF Level 8 will be dependent on the officer demonstrating the required level of performance for the classification concerned and in all functional areas, other than Research Scientist/Research Engineering and Research Consulting, a management requirement for the work to continue to be performed at the higher level.

#### 40.5 Recommendation for consideration of merit promotion to a higher level

The Review Panel can make a recommendation that a case be prepared for merit promotion to a higher level. In this case, CSIRO's normal reclassification processes will apply (see clauses 38 and 39).

#### 40.6 Recommend consideration of reversion

- (a) Where the Review Panel determines that, on balance, an officer's performance during the period under review, was below the required standard, the officer will be informed of this finding and will be given 28 days in which to provide the Review Panel with a more detailed submission in support of retention at the higher level. The Review Panel may grant an extension beyond 28 days in exceptional circumstances, such as an extended absence from the workplace.
- (b) The officer will be given the opportunity to address the Review Panel in relation to the submission. In assessing the officer's submission, the Review Panel may seek clarification and evidence through further consultation and discussion with the officer concerned and the officer's line managers.
- (c) If, after further consideration the Review Panel determines that reversion is the appropriate course of action, the officer will be notified in writing of the Review Panel's final determination.

#### 40.7 Reversion

- (a) Reversion will take effect 14 days from the date on which the officer is notified of the Review Panel's final determination.
- (b) The level to which the officer reverts as a result of a five year review will be no lower than the maximum of the next CSOF level below the officer's existing level.
- (c) Nothing in this clause precludes reduction in an officer's classification level at any time due to underperformance, incapacity, misconduct or redeployment nor, where applicable, any appeal rights.

## **41. CSOF LEVEL 3 ADVANCEMENT CRITERIA**

- 41.1 Advancement beyond step 5 within CSOF Level 3 shall be referred to as advancement to CSOF Level 3.E or CSOF Level 3 Enhanced.
- 41.2 In order to advance to CSOF Level 3.E a written case must be submitted which demonstrates performance consistent with the Role and Job Impact statements and the competencies detailed in the Work Classification Standard for the relevant functional area, as specified in CSIRO procedures.
- 41.3 Officers may be advanced to CSOF Level 3.E from any step within CSOF Level 3 based on performance in the preceding APA cycle.

## **42. SUPERIOR PERFORMANCE RATING**

- 42.1 This reward category applies to officers at a career plateau.
- 42.2 A Superior Performance Rating means that an officer at a career plateau has demonstrated superior achievement relative to other officers in their functional area at their current classification level in the preceding 12 months. While the officer must have significantly exceeded the objectives for that assessment period, in doing so they have not met the requirements for reclassification and it is not foreseeable that they would do so for the subsequent 12 months.
- 42.3 Officers at a career plateau in CSOF Levels 1 to 8 who receive a Superior Performance Rating may be awarded a special lump sum payment in July following the year of the assessment. The amount of the lump sum is equal to 7% of the officer's annual salary.
- 42.4 Officers at a career plateau in CSOF Levels 1 to 8 who receive a Superior Performance Rating and who do not receive a lump sum, will be placed on the premium step for their level (a premium step will have the value of 107% of the annual rate at the career plateau). Placement on a premium step will be approved for 27 fortnights. At the end of that period, the officer will return to the salary point held prior to the award of the Superior Performance Rating.
- 42.5 Officers who have received a Superior Performance Rating are not precluded from receiving one in subsequent years, providing they again satisfy the criteria.
- 42.6 The Superior Performance Rating applies only to officers at a career "plateau". It is not a substitute for promotion.

Officers will be accepted as being at a career plateau where:

- They have been at the maximum of their Level (including 3.5, in the case of Level 3; and 8.2 and 8.3, in the case of Level 8) for two years prior to the year in which the reward is to be paid; and
  - Reclassification (or advancement to CSOF3.E) is not currently appropriate or foreseeable in the subsequent 12 month period.
- 42.7 The names of officers who receive a Superior Performance Rating will be publicised within their Business Units in line with announcements about promotions, accelerated advancement and Performance Cash Rewards in accordance with clause 38.4.

## **43. PERFORMANCE CASH REWARDS**

- 43.1 Performance Cash Rewards may be applied to teams as well as individuals. Team rewards should be fairly distributed amongst team members according to their contribution.
- 43.2 Performance Cash Rewards will be available where there is a case for rewarding performance but where accelerated advancement, reclassification or other reward options are not appropriate. Performance Cash Rewards are not to substitute for other rewards where the necessary eligibility criteria have been satisfied.
- 43.3 Officers may be nominated for a Performance Cash Reward by colleagues, line managers or senior managers.
- 43.4 A Reward Review Committee will consider reward nominations, including the amount and distribution within teams, and make recommendations to the Delegate.
- 43.5 The maximum Performance Cash Reward payable to an officer is \$20,000 per annum.
- 43.6 Successful cases will be published in accordance with clause 38.4.

## **44. NON-CASH RECOGNITION REWARDS**

- 44.1 These rewards may be given to individuals or teams to mark praiseworthy effort or long service where other rewards are not appropriate.
- 44.2 These rewards are separate from normal salary and allowance payments made to officers for their work, and are not a substitute for such payments.
- 44.3 Officers may be nominated for a Recognition Reward by colleagues, line managers or senior managers, at any time.
- 44.4 Any tax in relation to a Non-cash Recognition Reward will be paid by CSIRO.
- 44.5 A Non-cash Recognition Reward cannot be converted to cash.

## **45. ASSISTANCE WITH STUDIES**

- 45.1 Study leave and other forms of assistance may be granted to assist an officer with studies towards Certificates, Diplomas, Advanced Diplomas, Degrees or higher degrees, as well as relevant short courses where the course of study is in the interests of both CSIRO and the individual officer.
- 45.2 Assistance with studies and the level of assistance approved is at the discretion of the Delegate and may include:
- reimbursement or payment in advance, of part or all of the costs associated with the approved course of study, including but not limited to course costs, enrolment and administration fees, tuition and examination fees, books and materials;
  - study leave with pay, up to an average of five hours per week to attend formal classes and examinations;
  - up to three hours per week for travel.

- 45.3 Additional Study Leave with pay of up to three hours a week may be granted where attendance at formal classes exceeds five hours a week or where travel takes more than three hours a week during working hours.
- 45.4 Where the period of Study Leave granted is less than the average of five hours a week, the Delegate may approve the difference as a leave credit which may be used to meet the requirements of external studies/distance education courses, attendance at prescribed examinations and field trips and preparation of prescribed assignments and theses.
- 45.5 Study leave without pay may be also granted. This leave will count as service for all purposes, except recreation leave, provided that the officer resumes duty after the period of leave.
- 45.6 Study leave for part-time staff is granted on a pro-rata basis.

## **PART E. STAFF PARTICIPATION**

### **46. MANAGEMENT ACCOUNTABILITY**

CSIRO is committed to creating an environment where innovation thrives and everyone is valued and treated fairly and with respect. CSIRO managers will support the principles of:

- Openness – a free flow of information relevant to the well-being of staff;
- Transparency – encouraging staff input, providing clear, reasoned justification for decisions to affected officers and providing feedback on how views are taken into account;
- Fairness – treating staff equitably and with respect; and
- Consistency – showing no favouritism in decision making.

### **47. BUREAUCRACY**

The parties to this Agreement agree to continue to work on opportunities for bureaucracy reduction and recognise the productivity and efficiency gains that can be achieved through efficient administration and organisational governance and enabling productive science and research.

### **48. SUPPORTING INNOVATION AND CREATIVITY**

The parties to this Agreement recognise that CSIRO's objectives are largely dependent on the innovation and creativity of its staff. The CSIRO Strategy 2020 provides emphasis on continuing to build an enhanced culture of innovation. CSIRO will report on progress and outcomes of the strategy through CSIRO Consultative Council and/or forums with staff.

### **49. SUSTAINABILITY**

- 49.1 The parties to this Agreement recognise that the involvement of staff including at the local level is critical in improving the environmental sustainability of CSIRO in the areas of greenhouse gas emissions, energy, water and waste.
- 49.2 CSIRO will provide opportunities for staff contributions toward improving the environmental sustainability of CSIRO's operations through the implementation of an Environmental Sustainability Strategy

## **50. INDIGENOUS EMPLOYMENT STRATEGY**

- 50.1 Indigenous Australians have significant contributions to make to Australia across cultural, economic and scientific domains. CSIRO recognises the social and economic disadvantage experienced by Indigenous Australians and is committed to helping close the gap between Indigenous and non-Indigenous Australians.
- 50.2 CSIRO aims to increase employment of Indigenous Australians within its workforce through the development of a range of strategic partnerships with relevant stakeholders and implementing Indigenous employment strategies within the organisation's workforce planning.

## **51. COMMERCIALISATION**

- 51.1 The parties to this Agreement acknowledge that effective commercialisation of research and development outcomes are fundamental to CSIRO's future. In order to facilitate staff involvement in commercialisation activities, affected officers will be provided with timely information about their rights, entitlements and the conditions that apply, so that they are able to make an informed decision about whether or not they wish to participate.
- 51.2 Where CSIRO introduces a scheme allowing officers who generate intellectual property to share in the benefits of the commercialisation of that intellectual property, the affected officers and where they choose, their representatives, will be informed of the details of the scheme. The details of the scheme and its operation will be determined by CSIRO and may be varied at CSIRO's discretion. These schemes will include mechanisms for resolving disputes or grievances and therefore will not be subject to the grievance and dispute procedures contained in Schedule 4 and clause 84 respectively of this Agreement.

## **52. HEALTH AND SAFETY REPRESENTATIVES**

- 52.1 CSIRO is committed to meeting the requirements of the *Work Health and Safety Act 2011* to provide a safe work environment and to promote a more safety conscious culture. The Act provides for the selection or election of Health and Safety Representatives.
- 52.2 Health and Safety Representatives play an important role in facilitating CSIRO's commitment. CSIRO recognises this valued role by providing:
- reasonable time during normal working hours to undertake the role;
  - formal recognition of time spent on this role in their Annual Performance Agreement;
  - essential training and resources; and
  - the opportunity, as a member of Health and Safety Committees, to participate in the assessment of relevant awards.

## **53. EQUITY CONTACT OFFICERS**

CSIRO recognises this valued role by providing:

- reasonable time during normal working hours to undertake the role;
- formal recognition of time spent on this role in their Annual Performance Agreement;

- time and encouragement to participate in essential training to enhance their effectiveness; and
- the opportunity, where relevant, to participate in committees and the assessment of Diversity awards.

## 54. MORAL RIGHTS

### 54.1 Background

- (a) Australian copyright law provides non-financial Moral Rights to authors or creators of copyright works under the Copyright Act 1968.
- (b) Moral Rights in relation to a work include:
  - (i) a right of attribution of authorship;
  - (ii) a right not to have authorship falsely attributed; and
  - (iii) a right of integrity of authorship (which relates to derogatory treatment of a work that is prejudicial to the author's honour or reputation).
- (c) The rights of attribution and integrity of authorship are subject to extensive "reasonableness" tests which are set out in the Copyright Act. Moral Rights are personal to individual authors and cannot be sold or transferred. If one author of a work provides a Moral Rights Consent, the Consent would not apply to other authors of that work.
- (d) Authors who produce copyright works in the course of their employment may consent to their employer doing acts which would otherwise be a breach of their Moral Rights. The benefit of such Consent may be passed on by the employer to third parties. Moral Rights Consents may be given in respect of particular works (specific) or works of a particular description (general) including future works. Moral Rights Consents must be in writing, must be informed and are invalid if given under duress.

### 54.2 Moral Rights Consents from CSIRO officers

- (a) CSIRO respects the Moral Rights of its officers and recognises their significance for CSIRO's reputation as well as the reputation of its officers. CSIRO officers recognise that a number of CSIRO's clients require, as a condition of doing business with CSIRO, that they not be exposed to legal action by CSIRO officers for breach of the Moral Rights of those officers and that this will necessitate CSIRO seeking Moral Rights Consents, to facilitate business with those clients. Consequently:
  - CSIRO will not invite officers to sign Moral Rights Consents as a matter of administrative convenience;
  - Where any work is covered by a Moral Rights Consent which extends to a CSIRO client, CSIRO will use all reasonable endeavours to ensure that the client undertakes to CSIRO to:
    - (i) attribute authorship in scientific papers and reports to the relevant scientific author(s);
    - (ii) subject to (i) above, not falsely attribute authorship of the work; and
    - (iii) not modify the work in such a way as to make it misleading or deceptive while the work is attributed to a CSIRO officer.

- (b) CSIRO will respect the right of an officer not to sign a Moral Rights Consent where it is offered and will not demote or discipline an officer on the ground that the officer did not provide a Moral Rights Consent. Officers recognise that if they refuse to provide a Moral Rights Consent, they may not be able to work on projects where Moral Rights Consents are required. In that event, CSIRO will take all practicable steps to provide suitable alternative work for those officers.

## **55. STAFF PARTICIPATION AND CONSULTATION**

55.1 This term applies if CSIRO:

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

### ***Major change***

55.2 For a major change referred to in clause 55.1(a):

- (a) CSIRO must notify the relevant officers of the decision to introduce the major change; and
- (b) clauses 55.3 to 55.9 apply.

55.3 The relevant officers may appoint a representative for the purposes of the procedures in this term.

55.4 If:

- (a) a relevant officer appoints, or relevant officers appoint, a representative for the purposes of consultation; and
- (b) the officer or officers advise CSIRO of the identity of the representative;

CSIRO must recognise the representative.

55.5 As soon as practicable after making its decision, CSIRO must:

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

55.6 However, CSIRO is not required to disclose confidential or commercially sensitive information to the relevant officers.



- 55.7 CSIRO must give prompt and genuine consideration to matters raised about the major change by the relevant officers.
- 55.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of CSIRO, the requirements set out in clause 55.2(a), 55.3 and 55.5 are taken not to apply.
- 55.9 In this term, a major change is **likely to have a significant effect on officers** if it results in:
- (a) the termination of the employment of officers; or
  - (b) major change to the composition, operation or size of CSIRO's workforce or to the skills required of officers; 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 officers; or
  - (f) the need to relocate officers to another workplace; or
  - (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- 55.10 For a change referred to in clause 55.1(b):
- (a) CSIRO must notify the relevant officers of the proposed change; and
  - (b) Clauses 55.11 to 55.15 apply.
- 55.11 The relevant officers may appoint a representative for the purposes of the procedures in this term.
- 55.12 If:
- (a) a relevant officer appoints, or relevant officers appoint, a representative for the purposes of consultation; and
  - (b) the officer or officers advise CSIRO of the identity of the representative;
- CSIRO must recognise the representative.
- 55.13 As soon as practicable after proposing to introduce the change, CSIRO must:
- (a) discuss with the relevant officers the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant officers:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what CSIRO reasonably believes will be the effects of the change on the officers; and
    - (iii) information about any other matters that CSIRO reasonably believes are likely to affect the officers; and
  - (c) invite the relevant officers to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- 55.14 However, CSIRO is not required to disclose confidential or commercially sensitive information to the relevant officers.
- 55.15 CSIRO must give prompt and genuine consideration to matters raised about the change by the relevant officers.
- 55.16 In this term:  
**relevant officers** means the officers who may be affected by a change referred to in clause 55.1.
- 55.17 Consistent with clause 55.1(a), where CSIRO has made a definite decision to introduce major change, consultation shall occur before the major change is introduced. In other circumstances CSIRO may consult with staff and their representatives about matters that have implications for their employment or affect the way their work is to be performed.
- 55.18 The parties to this Agreement recognise that Consultative Council and other consultative mechanisms exist to discuss issues that may have organisation wide impact.

## 56. FREEDOM OF ASSOCIATION

CSIRO recognises that officers are free to choose to join or not join a union. Irrespective of that choice:

- Officers will not be discriminated against in respect of their employment under this Agreement.
- An individual officer's choice to be represented will be respected by all parties in the workplace.

Officers who choose to be members of a union have the right to seek advice and assistance from their union and have their interests represented by that union.

## 57. REPRESENTATIVES

*Note: For the purposes of this clause, 'representative' means a CSIRO officer and excludes union officials.*

- 57.1 An officer may have a representative, who may be a union delegate, to represent them in their industrial interests and ascertain their views on workplace issues. CSIRO and representatives will deal with each other in good faith.
- 57.2 The role of representatives, including union delegates and other non-union representatives, is to be respected and facilitated. At its discretion, CSIRO will determine the appropriate level of support for officers who perform these roles.

## 58. COLLEAGUE OFFICER

- 58.1 CSIRO recognises the right of staff to have a colleague officer present at meetings with a supervisor or manager which address matters that relate directly to the officer's employment such as classification, performance (including APA), discipline, working relationships and tenure.
- 58.2 A colleague officer is a CSIRO officer who may, at another officer's request, accompany that officer to a meeting with a supervisor or manager. The colleague

officer is not an advocate for the officer, but may be consulted by the officer for advice or support during the meeting. The colleague officer may also contribute to discussions during the meeting in the interests of assisting the discussions.

## **PART F. PUBLIC HOLIDAYS AND LEAVE**

### **59. PUBLIC HOLIDAYS**

59.1 The following days, or any days prescribed under the law of any State or Territory to be observed in lieu thereof in that State or Territory, shall be observed as holidays by CSIRO officers:

1 January	New Year's Day
26 January	Australia Day
	Easter (Good) Friday
	Easter Monday
25 April	Anzac Day
	Queen's Birthday
25 December	Christmas Day
26 December	Boxing Day

59.2 In addition to the days mentioned above, additional days or part days will be observed as local public holidays where these days are declared under State or Territory law and observed by the whole of the community in that Region, State or Territory.

59.3 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.

### **60. DEFENCE LEAVE**

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

60.2 An officer is entitled to leave with pay, of up to four weeks during each financial year, and an additional two weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve.

60.3 With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years.

60.4 An officer who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

60.5 Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full-time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except annual leave accrual.

## **61. ANNUAL SHUT DOWN**

- 61.1 The first working day following the gazetted Christmas/Boxing Day public holidays, except where an officer is on leave without pay, long service leave or paid maternity leave, shall be observed as a holiday by CSIRO officers. Officers observing the holiday shall be paid in accordance with their ordinary hours of work and there will be no deduction from leave credits for this day. Officers who work on this day and who meet the eligibility criteria at clause 23.3 shall be paid at double time for the hours worked, in addition to payment for the holiday.
- 61.2 Except where specified at clause 61.1, any site where CSIRO determines that it shall observe a shut down which includes the period between Christmas Day and New Year's Day, officers may be directed to take leave for that period. Officers so directed may elect to use accrued recreation, flex or miscellaneous leave subject to clause 62.6 of this Agreement.
- 61.3 Officers with insufficient leave credits at the time of shut down may exceed the normal 10 hour maximum flex debit, provided that the excess debit is cleared within three months of the shut down.
- 61.4 Decisions on implementing shut down will be communicated no less than three months before the shut down period. Where officers are likely to have genuine work demands during the shut down period, CSIRO shall organise appropriate alternative working arrangements in the event it wishes to proceed with the shut down.
- 61.5 In order to meet essential operating requirements at a site, CSIRO may direct an officer to attend work during the annual shut down. An officer who is directed to work shall be permitted to access an equivalent period of miscellaneous leave during the following month in recognition of the requirement to work during the shut down period.

## **62. MISCELLANEOUS LEAVE**

- 62.1 Miscellaneous leave is intended to provide flexibility to meet an officer's personal circumstances and to provide leave during the annual shut down period. Miscellaneous leave accrues at the rate of four days per year and is subject to a maximum balance of 15 days. Officers located in Alice Springs will be subject to a maximum balance of 17 days. The entitlement for all part-time officers is calculated on a pro-rata basis.
- 62.2 The granting of miscellaneous leave is subject to the line manager's discretion.
- 62.3 Line managers will not unreasonably refuse an application and must provide reasons for the decision where an application is refused.
- 62.4 Line Managers may require documentary evidence to support a request for leave.
- 62.5 Separate Compassionate leave entitlements exist which are not subject to the above accruals.
- 62.6 An officer will not be eligible for miscellaneous leave during periods of other approved leave including leave without pay.

## 63. VOLUNTARY EMERGENCY MANAGEMENT ACTIVITIES

In addition to Miscellaneous leave, unpaid leave is available for officers participating in voluntary emergency management activities including leave for regular training, all emergency services responses, reasonable recovery time and ceremonial duties.

## 64. COMPASSIONATE LEAVE

64.1 An officer (excluding a casual) shall be granted up to three days paid compassionate leave on each occasion that a member of the officer's immediate family or household:

- contracts or develops a personal illness that poses a serious threat to his or her life;
- sustains a personal injury that poses a serious threat to his or her life; or
- dies.

64.2 A casual officer may access up to three days of unpaid leave on each occasion that compassionate leave is required.

64.3 The granting of compassionate leave is subject to the production of suitable evidence.

*Definition of immediate family:*

- A partner, child, parent, grandparent, grandchild or sibling of the officer;
- A child, parent, grandparent, grandchild or sibling of a partner of the officer.

*Note: A partner includes a former partner and a child includes adopted, step, ex-nuptial and adult child.*

## 65. JURY LEAVE

An officer required to attend court as a juror will be granted leave of absence with pay and the leave will count as service for all purposes.

## 66. MATERNITY LEAVE

66.1 Officers are entitled to maternity leave in accordance with the operation of the *Maternity Leave (Commonwealth Employees) Act 1973*. The provisions of the Act and CSIRO's terms and conditions of employment allow female officers to be absent from work for up to 52 weeks using a combination of paid and unpaid leave, such as maternity leave and parental leave (see clauses 67 and 68).

66.2 Additional leave entitlement for maternity leave purposes – An officer who is entitled to maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973* is entitled to an additional two weeks' leave for maternity leave purposes in addition to the entitlement of the *Maternity Leave (Commonwealth Employees) Act 1973*, increasing the total period of mandatory absence to 14 weeks. The additional leave entitlement supplements the period of mandatory absence following the date of birth so that mothers can spend more time to bond with the child. As such, it cannot be used to extend the mandatory absence prior to the actual date of birth. The additional two weeks is subject to all of the conditions that apply to the period of mandatory absence, under the *Maternity Leave (Commonwealth Employees) Act 1973*.

- 66.3 The payment of paid maternity leave may be spread over a period of up to 28 weeks at a rate of half normal salary and must be taken at this rate for the entire period of leave. Any paid maternity leave beyond the first 14 weeks does not count as service for any purpose. This administrative arrangement does not extend the total period of paid or unpaid maternity leave available under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 66.4 Officers entitled to leave under this clause will also be entitled to parental leave in accordance with clause 67.
- 66.5 In the case of term officers, a period of paid or unpaid maternity leave may not extend beyond the date on which their term concludes.

## **67. PARENTAL LEAVE (PAID)**

- 67.1 On completion of 12 months continuous service with CSIRO or other Commonwealth agencies, officers will be entitled to four weeks paid parental leave available on:
- (a) the birth of their child (in addition to maternity leave granted in accordance with clause 66);
  - (b) the adoption of a child under the age of 16 years; or
  - (c) becoming a permanent legal guardian for a child under the age of 16 years, who is not already residing with the officer.
- 67.2 Paid parental leave cannot be taken at half pay.
- 67.3 This leave will be available to be used within the first 52 weeks following the events specified in clause 67.1.
- 67.4 In the case of officers appointed for a specified term, a period of paid parental leave may not extend beyond the date on which their term concludes.
- 67.5 Officers who have not completed 12 months service are entitled to a maximum of one week paid parental leave. Officers who complete 12 months service during the 52 week leave availability period are entitled to the balance of the leave that falls within the 52 week period.
- 67.6 Applications cannot be denied, however, the timing of the leave within that 52 week period may be negotiated between the applicant and approving officer, to minimise disruption to operational requirements.

## **68. PARENTAL LEAVE (UNPAID)**

- 68.1 CSIRO officers who have responsibility for the care of their child including an adopted child are entitled to unpaid parental leave of up to 12 months.
- 68.2 Where an officer either takes 12 months maternity or parental leave they may subsequently apply for an additional period of up to 12 months unpaid parental leave immediately following the end of the initial period of leave. Approval of an application is subject to operational requirements. However, CSIRO will consider all reasonable alternatives to maintain operations, in an effort to accommodate requests for this form of leave. If an application is refused, the officer will be provided written reasons for the refusal.

- 68.3 The total period of leave taken must be of continuous duration and may not extend beyond 24 months after the date of birth or day of placement of the child. In the case of term officers, the period of leave may not extend beyond the date on which their term concludes.
- 68.4 The birth or adoption of additional children establishes a new entitlement to leave under this clause.
- 68.5 On ending parental or maternity leave, an officer is entitled to return to:
- the officer's pre-leave position; or
  - if that position no longer exists – an available position for which the officer is qualified and at the same classification and status to the pre-leave position.
- 68.6 In addition to unpaid parental leave staff may apply for leave without pay for personal reasons (refer clause 70).

## **69. UNPAID MATERNITY AND PARENTAL LEAVE – SUPERANNUATION**

- 69.1 For CSS and PSSdb superannuation schemes, periods of unpaid Maternity and Parental leave of twelve weeks or less count as service for superannuation purposes and superannuation contributions by both the employee (where applicable) and employer are payable;
- 69.2 CSS and PSSdb – where an officer is on unpaid Maternity leave or Parental Leave for a period in excess of 12 weeks, and the officer elects prior to commencing unpaid leave to contribute to superannuation during their absence, employer superannuation contributions will continue to be made;
- 69.3 PSSap – employer superannuation contributions will be paid for the period of absence on unpaid Maternity or Parental leave.

## **70. LEAVE WITHOUT PAY**

- 70.1 Leave without pay may be granted to allow staff to be absent from work for a period of unpaid leave which is:
- in the interests of CSIRO or the Commonwealth; or
  - for specific purposes; or
  - for personal reasons, including family reasons;

and where taking other categories of leave is not appropriate or paid leave credits are not available.

- 70.2 The maximum period of leave without pay which may be granted at any one time is three years, although the period may be extended in some circumstances, at the discretion of CSIRO.
- 70.3 In the case of specified term staff, leave may not be granted beyond the end of the approved employment period.

## **71. SICK AND CARER'S LEAVE**

- 71.1 Sick Leave

- (a) An officer may use their available sick leave for the purposes of personal illness or injury or unforeseen personal emergencies.
- (b) On appointment, CSIRO officers (except casual officers and former CSIRO officers with a break in service not exceeding 2 calendar months) will receive a credit of 14.7 hours paid sick leave.
- (c) In addition to any credit granted in accordance with clause 71.1(b) CSIRO officers (except casual officers) accrue sick leave at the rate of 1.25 days per month for standard hours of duty subject to a maximum of 15 days per annum. Sick and carer's leave accrues daily and is credited on the first day of the month following the accrual. With the exception of clause 71.1(b), sick and carer's leave for part-time officers is accrued on a pro-rata basis.
- (d) Paid sick leave is cumulative but will not be paid out to the officer on termination of employment. Paid sick leave counts as service for all purposes.
- (e) An officer who has received an annual credit of sick leave on 1 January or on appointment during the 12 months prior to the commencement date of this Agreement, will transition to a monthly accrual from 1 January 2018.
- (f) An officer will not be entitled to paid sick leave for any period during which they are entitled to, or are receiving workers' compensation payments.
- (g) An officer in receipt of workers' compensation for more than 45 weeks will accrue sick leave on the basis of hours actually worked.
- (h) Where paid sick leave credits are exhausted, sick leave without pay may be granted on provision of satisfactory medical evidence. In any continuous sick leave absence period, any periods of sick leave without pay in excess of an aggregate of 26 weeks will not count as service for any purpose.
- (i) An officer will not be entitled to paid sick leave or carer's leave while also entitled to paid maternity leave under the *Maternity Leave (Commonwealth Employment) Act 1973*, as amended, or whilst absent on paid parental leave.
- (j) Sick leave cannot be taken at half-pay or converted to half-pay.
- (k) Prior government service, as defined in the *Long Service Leave (Commonwealth Employees) Act 1976* and *Regulations*, is recognised for the purpose of establishing a sick leave credit on commencement with CSIRO, provided that any breaks in such service do not exceed two calendar months.

## 71.2 Carer's Leave

- (a) Officers are entitled to use their available sick leave for the purposes of providing care or support to a member of the officer's immediate family or household who requires care or support because of:
  - Personal illness, or injury of the member; or
  - An unexpected emergency affecting the member.

*Definition of immediate family:*

- A partner, child, parent, grandparent, grandchild or sibling of the officer;
- A child, parent, grandparent, grandchild or sibling of a partner of the officer.

*Note: A partner includes former partner and a child includes adopted, step, ex-nuptial and adult child.*

- (b) An officer will not be entitled to paid carer's leave while on maternity or parental leave.



### 71.3 Unpaid carer's leave

- (a) An officer (including a casual officer) is entitled to two days of unpaid leave on each occasion that the officer is required to provide care or support to a member of the officer's immediate family or household.
- (b) Unpaid carer's leave is only available where an officer has exhausted their entitlement to paid carer's leave. There is no limit on the number of occasions for which the officer can take unpaid carer's leave.
- (c) Unpaid carer's leave will not count as service.

### 71.4 Medical evidence

- (a) Sick leave or carer's leave with pay shall be granted subject to available credits:
  - on production of satisfactory medical evidence (or if not reasonably practicable, a statutory declaration);
  - without production of a medical certificate, to the extent of five days for sick leave and five days for carer's leave in any calendar year. In both cases, no more than three consecutive days may be taken without a medical certificate.
- (b) Where practicable, an officer must give notice prior to the absence of the intention to take sick/carer's leave or otherwise notify of such absence at the first opportunity on the day of absence.
- (c) Sick/carer's leave will not be deducted in respect to a public holiday that the officer would otherwise have observed.
- (d) An officer who is medically unfit for duty or is required to provide care or support to a member of their family or household for one day or longer while on recreation leave, or long service leave and who applies for sick/carer's leave, shall be granted leave subject to satisfactory medical evidence being provided as soon as reasonably practicable. Recreation leave or long service leave will be re-credited to the extent of any sick/carer's leave granted.

### 71.5 Effect of leave without pay

Absences on leave without pay, which do not count for service, reduce the amount of sick leave accrual.

## 72. RECREATION LEAVE

72.1 A full-time officer accrues recreation leave at the rate of one and 2/3 days for standard hours of duty worked in that month which is equivalent to 20 days per annum. Part-time officers accrue recreation leave pro-rata based on their standard hours of duty.

72.2 Recreation leave may not be taken in advance of accrual.

72.3 Recreation leave will not accrue for any period of leave which does not count for service.

72.4 The following categories of officers accrue additional recreation leave:

- (a) shift workers regularly rostered for Sunday and holiday duty forming part of the ordinary hours of attendance per week shall be allowed seven consecutive days leave (including non-working days) in addition to the period of recreation leave prescribed in clause 72.1;

- (b) caretakers in residence are entitled to an additional one days recreation leave for each public holiday for which they are required to remain on residence, subject to a maximum of five days leave per annum;
- (c) officers in remote localities (see clause 30); and
- (d) officers entitled to disability leave (see clause 31).

72.5 Where employment ceases, the officer will be paid the value of any unused recreation leave. Payment is calculated on the termination salary and includes the following allowances where applicable:

- (a) Enhanced Responsibility Allowance, if it was received for a continuous period of at least 12 months preceding the date of cessation;
- (b) Payment for shift work, restriction duty or overtime where it was received regularly i.e. in 50% or more of the pays received in the 12-month period preceding cessation. In this case the average fortnightly payment during that period will be included; and
- (c) First Aid Allowance, Superior Performance Rating (Premium Step) and AAHL Site Allowances.

72.6 Recreation leave is cumulative.

72.7 Leave to be taken

- (a) Recreation leave is available to ensure that regular breaks are taken from the workplace for rest and relaxation.
- (b) It is important for health and wellbeing that leave is taken within a reasonable period of its accrual and that planning for leave is incorporated into workload management.
- (c) To facilitate an officer taking leave CSIRO shall grant the application where an officer has a recreation leave credit equal to or exceeding a credit representing two calendar years of service and applies with at least one months' notice for leave to reduce the excess credit by a period of up to one quarter of the total leave credit.
- (d) Where an officer has on either 1 January or 1 July a recreation leave credit of 45 days or more (or 50 days or more in the case of shift workers), CSIRO will direct the officer to take a specified number of days of recreation leave within a three month period. The period specified will be a period equivalent to 10/45 (rounded to the nearest whole day) of the recreation leave credit at the notice date.
- (e) If the officer fails to take the required leave (days) specified in the direction by 1 April (where directed on 1 January) or 1 October (where directed on 1 July) salary will not be paid for the recreation leave period, instead the officer will be provided with paid recreation leave during the period. Officers are not to attend work during periods of recreation leave.
- (f) An officer who is already on approved leave shall not be directed to take recreation leave until they have completed the period of approved leave. In these circumstances the officer must comply with the direction within a period of three months.

72.8 Cashing out leave

- (a) An officer may apply to "cash out" a period of recreation leave. To access this provision:

- a balance of at least 20 days (or the equivalent number of days for part-time officers) must be retained;
  - an application to cash out leave may only be made during the period 1<sup>st</sup> to 31<sup>st</sup> March of each year;
  - 5 days only (or the equivalent number of days for part-time officers) can be “cashed out”;
  - a block of recreation leave of at least 10 days duration must have been taken in the preceding 12 months prior to the date of application; and
  - each application requires agreement in writing between CSIRO and the officer.
- (b) The officer will be paid the full amount that would have been paid had the officer taken the entitlement as a period of leave.

## **PART G. BALANCING WORK AND PERSONAL LIFE**

### **73. PART-TIME/JOB SHARE ARRANGEMENTS**

73.1 Definition – A part-time officer is a member of staff who:

- works less than ordinary hours of duty (36 3/4 hours) per week;
- has specified hours of work; and
- receives on a pro-rata basis, equivalent pay and conditions to those of full-time officers of equivalent classification.

73.2 Agreement in writing - Prior to commencing part-time work, CSIRO and the officer shall agree in writing on a regular pattern of work, specifying the hours to be worked each day, which days of the week the officer will work, the actual starting and finishing times each day, and whether the part-time work is for a specified period. No pressure will be exerted on full-time officers to convert to part-time work or to transfer to another position to make way for part-time work.

73.3 Variation – Any part-time work arrangement may be varied by agreement. Such variation shall be recorded in writing.

73.4 Rate for ordinary and additional hours worked – A part-time officer shall be paid for ordinary hours worked at the rate prescribed for the officer’s classification. Additional hours may be worked in accordance with clause 23.

73.5 Consideration of officer initiated proposals

- (a) Officer initiated proposals for part-time work will be considered promptly and with due consideration for the reasons put forward by the officer in support of the proposal. Such consideration will be subject to operational requirements.
- (b) However, if after maternity leave a female officer proposes to return to work on a part-time basis, her proposal will be approved unless there are strong reasons for not doing so. Having an operational need for a full-time person is not, of itself, an acceptable reason for denying an application for part-time work.
- (c) Where management receives a part-time or job share proposal in writing from an officer, such a request can only be refused on reasonable business grounds and the reasons for the refusal will be provided in writing to the officer concerned.

- 73.6 Reversion – Where a full-time officer has entered into a part-time work arrangement, the following provisions will apply:
- (a) Where the arrangement is for a specified period, the officer will revert to full-time employment at the expiry of the specified period in the absence of an agreement for the arrangement to continue or be otherwise varied.
  - (b) Where the arrangement is not for a specified period, and the officer wishes to revert to full-time employment, the officer will notify CSIRO. CSIRO will revert the officer to full-time status as soon as practicable.

## **74. RETURN FROM LENGTHY ABSENCES**

In order to support officers returning to CSIRO after absences of one year or more, the individual and their line manager will jointly develop an agreed return to work program designed to reintegrate the officer into the work environment.

The content of the program will vary depending on factors such as:

- The length of and reason for the absence;
- The extent and nature of changes impacting on the workplace during the absence; and
- Changes in the individual's field of expertise.

## **75. CHILDCARE**

CSIRO has established on-site child care facilities at several sites as a key strategy to attract and retain staff. In consultation with the parties to this Agreement, CSIRO will:

- conduct a staff demographic analysis and staff survey each time there are significant additions to current facilities, and for new building projects, at all CSIRO workplaces; and
- assess the feasibility of the provision of additional child care facilities at CSIRO workplaces; and
- raise awareness of CSIRO procedures and guidelines.

## **76. FACILITIES FOR NURSING MOTHERS**

76.1 CSIRO recognises that some female officers may need to express breast milk during working hours. This requires:

- A lockable area that is clean, hygienic and private;
- Comfortable seating;
- Access to facilities for washing hands and equipment; and
- Adequate refrigeration space for storage of expressed milk.

76.2 It is expected that these requirements will be incorporated into existing facilities such as First Aid rooms and will be taken account of in new building design.

## **77. WORKING AWAY FROM BASE**

77.1 CSIRO officers may work from home or off-site on an intermittent basis or for one-off short periods. These working patterns have developed over many years to suit

CSIRO's research and management environment. The principles below are not meant to disrupt or supplant these current ad hoc arrangements, but will apply where more formal or longer term arrangements are proposed.

#### 77.2 Key Principles:

- (a) Any such arrangement has to be agreed between CSIRO and the applicant before it can proceed.
- (b) Access to home based work is not an entitlement and requires approval by the Delegate.
- (c) Appropriate supervisory, HSE and security measures need to be in place to ensure both CSIRO's and the officer's needs are met.

## 78. FLEXIBLE WORKING HOURS – FLEXTIME

### 78.1 Introduction

These flextime arrangements apply only to those officers in CSOF Level 1 to CSOF Level 4 who are required to formally record attendance. Other officers may access informal flexible attendance arrangements with the agreement of their line manager.

### 78.2 Flexible Working Hours (Flextime Scheme)

- (a) Flextime is a commonly used term to describe the flexible attendance arrangements which apply in CSIRO. The flextime scheme enables officers to work efficiently while at the same time recognising that officers have to accommodate both work and private commitments on a daily basis. This is achieved by allowing time off to be granted where this is consistent with work demands.
- (b) Additional benefits include reduced administrative costs resulting from:
  - fewer formal leave applications for short absences; and
  - fewer pay variations for short absences
- (c) Flextime is a standard practice in CSIRO but is always subject to operational requirements. While some officers will have less scope to take advantage of the scheme, planning and good communication should allow flexible arrangements to apply in most situations.
- (d) Line managers have the discretion to deny flexible attendance arrangements where this would compromise the maintenance of satisfactory work levels, communication or services. Line managers must ensure that officers do not attend outside standard hours in workload troughs merely to build up flex credits.
- (e) Flextime does not apply to shift workers and casual officers.

### 78.3 Recording Attendance

Officers at CSOF Level 5 and above are exempt from formally recording attendance. Officers below CSOF Level 5 must keep formal daily attendance records unless they are offered exemption from this requirement by the Delegate. They must formally accept or reject that offer.

### 78.4 Definitions:

- “Attendance Bandwidth” CSIRO will set an attendance bandwidth, in consultation with officers and their representatives, at each workplace of 10 hours’ duration between the hours of 6 a.m. and 6 p.m. on a Monday to Friday. The attendance bandwidth and commencing and finishing times may differ for different categories of officers.
- “Standard hours” Fixed period, within the bandwidth, of seven hours 21 minutes plus at least 30 minutes for lunch.
- “Core time” Fixed period of not more than four hours within the bandwidth during which attendance is mandatory unless leave or flex leave is approved. Core time can comprise one or two time blocks.
- “Lunch period” A period of not less than 30 minutes nor more than two hours which must commence no later than five hours after the start of the bandwidth.
- “Flexible periods” Time period outside core time but within the bandwidth during which individual officers have the scope to vary their attendance pattern, subject to work requirements.
- “Flex time” An approved absence which:
  - is deducted from Flex Credits;
  - may include core time; and
  - may create a flex debit provided that this debit is not more than 10 hours at the completion of the pay fortnight.

#### 78.5 Hours of Duty

Full-time officers must average 73 hours and 30 minutes of duty each pay fortnight. Part-time officers must average the hours of duty stipulated in their letter of appointment.

Officers must:

- be present during core time unless given approval to be absent; and
- take a lunch break during the lunch period.

#### 78.6 Credit/Debit Accumulation, Carryover and Settlement

- (a) Flex credit is the time worked in excess of seven hours 21 minutes within the bandwidth. A maximum of 10 hours flex credit may be accumulated in each pay fortnight unless otherwise approved by the delegate following a recommendation by the line manager. A maximum of 60 hours flex credit may be accrued.
- (b) Flex debit is the time worked short of seven hours 21 minutes within the bandwidth. The maximum allowable flex debit at the completion of any pay fortnight is 10 hours.

#### 78.7 Discharging Credit Accrual

- (a) If an officer applies to access their available leave credit and is refused, CSIRO will have three months to provide the opportunity for the leave to be taken. During this time the onus is on CSIRO to allow the leave to be taken.
- (b) If at the end of the three month period, management has not allowed the leave to be taken, and the flex credit has not been discharged, the officer shall, upon application, be paid at single time for the period of leave. Alternatively they may elect to retain the flex credit.

- (c) CSIRO and the officer may elect by mutual agreement to have some or all of the accrued flex credit paid out at single time before the expiry of three months.

#### 78.8 Discharging Debit Accrual

- (a) Debits in excess of 10 hours at the end of each pay fortnight must be covered by submission of a leave application.
- (b) If an officer has a debit accrual on ceasing employment an equivalent deduction will be made from any payments due.

#### 78.9 Overtime

- (a) A full-time officer who formally records attendance and who is directed to work outside standard hours can elect either to be paid in accordance with clause 23 or accrue flex credit for the additional hours worked. Flex credit does not accrue for hours paid as overtime.
- (b) An officer working part-time may be required to perform additional duty. Payment for additional hours shall be made in accordance with clause 23.

#### 78.10 Travel

Business related travel within the bandwidth is regarded as "time on duty" for the purposes of credit accrual.

#### 78.11 Flextime in Conjunction with Other Leave

Flex leave may be taken in conjunction with other forms of leave provided that the total authorised leave on any day does not exceed seven hours 21 minutes.

### **79. AVERAGING PAY OVER A REDUCED WORKING YEAR**

79.1 In addition to flexible work provisions such as permanent part-time work, leave without pay (LWOP) or study leave etc, this scheme adds flexibility in the taking of approved periods of LWOP. Where an officer and CSIRO agree, the officer may elect to work a reduced working year of between 40 and 48 weeks. Officers may access the scheme for study, travel or other personal reasons. For example, those officers with school age dependents may wish to combine these non-work periods with conventional recreation leave so as to be at home during all or most of the school holiday periods.

#### 79.2 Key Principles

- (a) Officers participating in this scheme will have their income averaged to take into account periods of LWOP of between four and 12 weeks in any 12 month period.
- (b) Arrangements approved under these Guidelines need to be initiated by officers and approved by CSIRO. Access to this form of LWOP is not an entitlement and requires approval by the Delegate.
- (c) The 12-month period is not restricted to either calendar or financial years and once the 12-month period starts an officer may elect to cancel or vary the arrangement only with the approval of CSIRO
- (d) Normally it is expected that this form of leave will be taken in blocks of five working days, but periods of less than five days, may be granted with the approval of the Delegate. This may be taken in conjunction with other forms of leave.

79.3 On resignation, transfer and/or at the end of the 12 month period, a reconciliation shall be conducted of the leave taken and salary paid.

## **80. PHASED RETIREMENT OF MATURE AGED STAFF**

80.1 CSIRO recognises the skills, expertise and knowledge held by more mature officers, and the contribution that they can make to the Organisation including as mentors and developers of other staff. CSIRO offers a range of flexible working arrangements to assist mature aged staff phasing to retirement.

80.2 Information on the flexible working arrangements in this Agreement and other policy options, including but not limited to post retirement and voluntary fellowships, will be made available to staff on the CSIRO intranet.

80.3 Where an officer confirms in writing that they intend retiring within the next two years, CSIRO will work with that officer to develop an individual and specific program for phasing to retirement. Elements of this program may include:

- changed mode of employment including reduced working hours;
- access to accrued leave;
- access to other flexible working arrangements;
- a mentoring role;
- a role in training and development of other staff;
- time and resources to capture their knowledge in appropriate knowledge management systems;
- reasonable time to bring existing work to be publication ready (or equivalent), if applicable; and
- other activities as agreed by both parties (e.g. educational activities, science communication, contribution to internal and external fora).

80.4 Where an officer has indicated a firm date of retirement, management should not unreasonably refuse an application to access flexible working arrangements in the period of two years prior to their date of retirement. Where Management receives a proposal in writing from an officer, any rejection by management must be justified in writing to the officer concerned.

80.5 Changes to working arrangements in preparation for retirement may impact on superannuation entitlements. Officers who are considering these changes are encouraged to seek financial advice, at their own expense.

## **PART H. MOBILITY OF STAFF**

### **81. PERMANENT RELOCATION**

81.1 Inter-City (relocation from one city or regional area to another)

- (a) Early and informal discussion will occur with officers and their representatives excluding union officials when relocation is being considered between cities and/or regional locations.
- (b) Once compulsory relocation has been approved by CSIRO, the officers concerned will be given reasonable formal written notice of transfer. The notice period, as



specified in the formal written notice of transfer, recognises that officers require adequate time to assess the impact of a transfer on their careers and on their families and to undertake measures of their own to minimise the disruption. Officers may waive, or agree to reduce, the notice period.

- (c) To enable CSIRO to develop relocation plans, officers should provide where possible, early informal advice of their intention to relocate after receiving formal notice. However, formal advice of their intentions must be provided not less than eight months prior to the proposed date of transfer, unless otherwise mutually agreed.
- (d) Officers who are compulsorily transferred from one city or regional area to another, may incur costs and inconvenience as a result of the relocation. In these circumstances standard CSIRO relocation provisions apply, including:
  - Familiarisation, pre-transfer and post transfer visits;
  - Special Living Allowance;
  - Reimbursement of transport and removal costs;
  - Disturbance Allowance;
  - Leave;
  - Sale and Purchase of Houses Allowance;
  - Education Costs Allowance;
  - Fares and travelling expenses;
  - Other costs specific to any individual officers particular situation; and
  - Advances to cover other reimbursable expenses.
- (e) Where necessary, specific arrangements will be determined consultatively by the Business Unit, officers and their representatives for each relocation, taking into account the circumstances of the move and likely expenses to the impacted officers. This specific relocation package will apply to all officers impacted, for the duration of that relocation exercise and this will be detailed in the package.

#### 81.2 Intra-City (relocation within a city)

- (a) Early and informal discussion will occur with officers and their representatives excluding union officials when relocation is being considered within cities.
- (b) Once compulsory relocation has been approved by CSIRO the officers concerned will be given reasonable formal written notice of transfer. The notice period, as specified in the formal written notice of transfer, recognises that officers require adequate time to assess the impact of a transfer on their careers and on their families and to undertake measures of their own to minimise the disruption. Officers may waive, or agree to reduce, the notice period.
- (c) Officers who are compulsorily transferred from one location to another within the same city may incur costs and inconvenience as a result of the relocation. Where necessary, special arrangements will be determined consultatively by the Business Unit, officers and their representatives for each relocation, taking into account the circumstances of the move and likely expense to the impacted officers. Items of assistance may include but not be limited to:
  - Excess travelling time and fares;
  - Motor vehicle allowance; and/or
  - Other costs specific to any individual officer's particular situation.

- (d) This level of assistance will apply to all eligible officers impacted for the duration specified in the special arrangements and will be detailed in the information provided.

## **82. ACCOMMODATION CHANGES**

CSIRO will provide officers with accommodation suitable for their work role and function.

## **PART I. GRIEVANCE AND DISPUTE PROCEDURES**

### **83. REVIEW OF DECISIONS TO TERMINATE EMPLOYMENT**

- 83.1 An officer will have the right to bring an action under the *Fair Work Act 2009* in respect of termination of employment. This will be the sole right of review in respect of such actions.
- 83.2 In particular, termination of, or a decision to terminate employment, cannot be reviewed under dispute avoidance and settlement procedures addressed in clause 84 of this Agreement.
- 83.3 Nothing in this Agreement prevents CSIRO from terminating an officer without notice for serious misconduct in accordance with the *Fair Work Act 2009*.

### **84. RESOLUTION OF DISPUTES**

- 84.1 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.
- 84.2 An officer who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 84.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the officer or officers and relevant supervisors and/or management.
- 84.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 84.5 The Fair Work Commission may deal with the dispute in two 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.

84.6 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an officer must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an officer must comply with a direction given by CSIRO to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (iii) the work is not appropriate for the officer to perform; or
  - (iv) there are other reasonable grounds for the officer to refuse to comply with the direction.

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

## **85. WORKPLACE ISSUES RESOLUTION PROCEDURE**

85.1 During the life of this Agreement and by no later than 24 months following the commencement date of this Agreement, CSIRO will, in consultation with staff and their representatives, establish and implement a new procedure for the resolution of workplace issues which will replace the Grievance Procedures set out in Schedule 4 of this Agreement and the CSIRO Misconduct Procedure.

- (a) Once the new Workplace Issues Resolution Procedure comes into operation, the Grievance Procedures (Schedule 4) will cease to have effect in relation to any grievance notified after the date on which the new Procedure takes effect.
- (b) The Misconduct Procedure will also cease to have effect in relation to any misconduct matter notified after the date on which the new Procedure takes effect.
- (c) To avoid doubt, the Grievance Procedures set out in Schedule 4 and the Misconduct Procedure, will continue in operation until such time as the new Workplace Issues Resolution Procedure becomes effective.

## PART J. SCHEDULES TO AGREEMENT

### SCHEDULE 1 - MANAGEMENT OF UNDERPERFORMANCE

Where underperformance of an officer is identified, the officer will be given the opportunity to improve their performance with the desired outcome being that the officer achieves the specified standard of performance within a designated time frame.

- (a) The Management of Underperformance procedure is intended to be applied when informal communication, counselling and training (where a deficit in the necessary skills or experience has been identified) have failed to bring about an acceptable standard of performance.
- (b) The procedure is distinct from, and shall not be used where misconduct or invalidity procedures are more appropriate.
- (c) The procedure can be commenced at any time during the Annual Performance Agreement cycle. There is no requirement to wait for the completion of one or more Annual Performance Agreement cycles.
- (d) Any notes or records of counselling and training (formal, informal or on-the-job) which are placed on the officer's file, must be sighted by the officer and the officer must be given the opportunity to record comments.
- (e) Human Resource staff provide an important advisory and support role for supervisor/line managers during this process. Officers may also seek procedural advice from Human Resource Managers at any time during the Management of Underperformance process. Officers may also enlist the assistance of a colleague officer or representative (excluding union officials) at any point in the process.
- (f) Prior to commencing the formal Management of Underperformance process, the supervisor/line manager will inform the next level manager of the proposed action. The next level manager will satisfy him/herself that the expectations of work level/load of the officer concerned are reasonable and that the problem is not primarily one of personality based conflict requiring consideration of other remedies (e.g. mediation, counselling etc).
- (g) The Management of Underperformance process consists of the following steps:

**Step 1** Written notification of the commencement of the procedure and establishment of the assessment period which will default to a three month assessment period if the line manager and officer do not agree on a time frame. The notification to the officer will also include:

- (i) the expected standard of performance;
- (ii) the ways in which the officer is not meeting the expected standard of performance and guidance to assist the officer to achieve the expected standard of performance; and
- (iii) a warning that failure to meet the expected standard of performance by the conclusion of the assessment period may lead to termination.

- Step 2** Appointment of the independent assessor to conduct the assessment of the officer's performance. Where the Senior Manager considers that fairness and objectivity of the assessor cannot be assured, the Senior Manager may appoint an alternative independent assessor.
- Step 3** Preparation of a report by the independent assessor and consideration of the report by the Senior Manager. The officer will be provided with a copy of the report (of the independent assessor) and invited to comment in writing to the Senior Manager. If the Senior Manager considers that the officer has achieved the specified standard of performance, the process will be concluded.
- Step 4** If the officer has not achieved the specified standard of performance, the Senior Manager will make a decision on a proposed action(s) which will be provided in writing to the officer and the officer given the opportunity to respond.
- Step 5** If the Senior Manager decides to terminate the officer's employment, the officer will have the right to bring an action against their termination of employment under clause 83 of this Agreement. The notice period to be provided will be in accordance with the *Fair Work Act 2009*. CSIRO may elect that the officer does not work through the notice period, but will pay the officer the balance of the notice period in lieu.
- Step 6** Where the decision of the Senior Manager is to implement an action other than termination of employment, the officer has the right to request an independent review of the decision by the Chief Executive if the officer believes that the proposed action is unreasonable or there was a procedural flaw in the application of the Management of Underperformance process. Where a review is to be undertaken, the proposed action of the Senior Manager will be suspended pending the outcome of the review by the Chief Executive.

## SCHEDULE 2 – SPECIFIED TERM EMPLOYMENT

This Schedule applies to officers appointed on a specified term.

### 1. Criteria for term appointment

- (a) The parties agree that the Organisation will benefit from the stability afforded by effective and long term planning of skill needs. To this end, the parties accept that indefinite appointment is the standard form of employment for CSIRO officers, whilst it is acknowledged that specified term employment may be used in appropriate circumstances. Specified term employment means employment for a specified period of time and includes an appointment covering work that is clearly of a limited term nature.

### 2. Restrictions on Term Employment

- (a) The duration of a term appointment will vary depending on the circumstances in each case, however, subject to paragraph 3 of this Schedule, no single period of term appointment shall exceed five years.
- (b) Government sponsored employment and training schemes may require negotiation of variations to Awards and/or Agreements to facilitate appointment as a “designated trainee”.

### 3. Postdoctoral Fellows – special conditions

CSIRO assists in the development of scientists and Postdoctoral Fellowships are the primary mechanism by which CSIRO delivers this assistance. CSIRO’s purpose in offering Postdoctoral Fellowships is to:

- provide young scientists with the opportunity to gain experience in order to develop capability for the nation;
- assist universities to produce a pool of potential employees;
- refresh and add value to CSIRO’s research activities (through original insights, new knowledge and/or techniques); and
- facilitate the identification and recruitment of potential science leaders.

A Postdoctoral Fellowship is intended, first and foremost, to enhance the person’s research capability so that they are better able to pursue a career in science either within CSIRO or beyond.

The following special conditions apply to appointments of Postdoctoral Fellows:

- (a) The duration of a single term appointment as a designated Postdoctoral Fellow may not exceed three years full-time or equivalent, allowing for breaks or part-time pro-rata considerations. Consecutive appointments as a Postdoctoral Fellow may be offered, provided that on completion of the Fellowship, the officer’s total relevant work experience since confirmation of his/her doctorate does not exceed six full-time equivalent years.
- (b) (i) A training and development plan must be developed in consultation with the Postdoctoral Fellow. The plan will be designed to facilitate the development of the Fellow's capabilities to those expected of an independent researcher and opportunity will be provided for the Fellow to apply those capabilities in their work, as they develop.

- (ii) The training and development plan will include defined opportunities for formal involvement in research planning, conference attendance, publication and review of scientific papers and fully funded training courses for skills development, unless otherwise agreed between CSIRO and the Fellow.
- (c) Except as provided in clause 18.4, a person appointed as a Postdoctoral Fellow is classified at a minimum of CSOF Level 4.2. CSIRO may appoint the Fellow at CSOF Level 5, where the Fellow has demonstrated CSOF Level 5 capabilities in prior postdoctoral work experience and CSIRO determines that there is scope to upgrade the role specification to a CSOF Level 5 standard.
- (d) Where consecutive Postdoctoral Fellowships are offered the previous Fellowship will be regarded as continuous for the purposes of access to rewards including performance and development steps and promotion.

#### **4. Records**

CSIRO will maintain a record of all term appointments and reappointments. This information will be provided to the appointee on request.

#### **5. Equitable Treatment of Staff**

- (a) The parties recognise that patterns of employment in CSIRO have changed significantly in recent years. Consistent with the commitment to treat all officers equitably, whether term or indefinite, it is agreed that officers employed for a specified term will be:
  - informed of their rights and options in respect to applicable superannuation schemes on commencement or when their employment situation changes;
  - required to participate in the APA process, when employed for periods exceeding three months;
  - eligible for performance rewards on the same basis as an indefinite officer including entitlement to Performance and Development Step progression where breaks between appointments do not exceed three months in an APA cycle;
  - exempt from a further probation period provided that:
    - (i) the break since their last period of service is not greater than six months;
    - (ii) prior service has been satisfactory;
    - (iii) the appointee is medically fit to perform the requirements of the position; and
    - (iv) the new duties are comparable with the duties undertaken in the previous position.
  - eligible for applicable relocation conditions (temporary or permanent relocation as appropriate) provided that:
    - (i) their position is required at the new location;
    - (ii) they are employed at the date of written notice of transfer to a new location; and
    - (iii) their term extends beyond the transfer date.

## 6. Separation Payment

- (a) In order to encourage term officers to remain until the end of their term, and in recognition that they may forgo other employment opportunities in doing so, such officers will be entitled to the following:

On separation from CSIRO following completion of a period of fixed term employment, term officers who are not offered further employment, will receive a payment for completed months of service equivalent to one week's salary for each six months of service. Service will include contiguous periods of fixed term employment preceding the concluding term.

An officer shall not have an entitlement to the separation payment if (s)he declines an offer by CSIRO of further employment:

- in the same city;
- at the same or higher classification and salary level; and
- the period of employment offered is of at least six months duration and the offer is made at least one month prior to the term end.

For the purposes of this paragraph:

- service shall date from 17 June 1998;
- the minimum specified term period for payment is one calendar month (e.g. from 9 April to 8 May);
- payment is calculated at the termination salary and includes the following allowances:
  - (i) Enhanced Responsibility Allowance, if it was received for a continuous period of at least 12 months preceding the date of cessation;
  - (ii) Payment for shift work, restriction duty or overtime where it was received regularly i.e. in 50% or more of the pays received in the 12-month period preceding cessation. In this case the average fortnightly payment during that period will be included for the purpose of calculating the separation payment; and
  - (iii) First Aid Allowance, Superior Performance Rating (Premium Step) and AAHL Site Allowance.
- where there is a change in hours of work during the period of the term (for example, a movement to part-time hours), payment will be based on average hours worked over the full period of the term;
- an officer shall not receive payment more than once for a specific period of service;
- all periods of leave without pay do not count as service for purposes of payment under this clause; and
- an officer who secures indefinite CSIRO employment during or at the conclusion of a period of fixed term employment, shall have no entitlement to this separation payment in respect of previous periods of term employment.

- (b) An officer who resigns prior to the term end date is entitled to the separation payment only in the following circumstances:



- The officer does not receive an offer of further CSIRO employment as described in (a);
- The officer provides the required two weeks notice of resignation; and
- The date of effect of the resignation is within two weeks of the term end date.

## **7. Termination by CSIRO**

- (a) Where CSIRO terminates employment (except if the termination is due to inefficiency or misconduct) prior to the completion of the specified term period the officer shall:
- be given two weeks notice of the early termination, subject to the minimum notice period required under the *Fair Work Act 2009*;
  - be given access to redeployment; and
  - be entitled to a separation payment as per paragraph 6 of this Schedule for completed months of service and the period of service that would have otherwise been completed if the employment continued to the end of the specified term period.

## **8. Eligibility for Indefinite Appointment**

- (a) Except as provided in (b) of this clause, or paragraph 9 of this Schedule, term officers may be considered for indefinite appointment in the following circumstances:
- (i) They are candidates for externally advertised positions; or
- (ii) They were originally recruited through a competitive selection process and
- are candidates for internally advertised positions; or
  - in the opinion of the Organisation it is desirable to offer indefinite employment without a position being advertised (such offers are at the discretion of the Delegate).
- (b) Trainees, who were recruited through external advertisement, are eligible to apply for internally advertised positions after the first six months of their term.

## **9. Review of Tenure Status**

For the purposes of this clause, periods of service will be aggregated provided no break between those periods exceeds six months.

- (a) (i) Where a term officer is being considered for a subsequent term appointment which will extend total employment beyond four years, an assessment overseen by the Delegate will be completed in the last three months of their current term, to determine whether further employment is appropriate and whether such employment will be offered on a term or indefinite basis.
- (ii) The officer shall be notified in writing of the result of the assessment and the reasons for the decisions at least one month prior to the term end. However, the decision is not subject to review under clause 84 of this Agreement, or any other CSIRO review mechanisms.
- (b) (i) Where a term officer has had more than seven years of service, and further employment is being considered, an assessment process shall be completed, in the last three months of their current term to determine whether further

employment is appropriate and whether such employment will be offered on a term or indefinite basis.

- (ii) The officer shall be notified in writing at least one month prior to the term end of the result of the assessment and the reasons for the decisions shall be provided in writing if requested. If the officer is not satisfied with the reasons for the decision the officer may seek a review under clause 84 of this Agreement.
- (iii) For the purposes of this assessment, where an officer would be offered indefinite appointment but does not satisfy the requirements of paragraph 8(a) (i.e. was not originally recruited through a competitive selection process and is not a candidate for an externally advertised position), those requirements may be waived if the Business Unit considers that there would be no advantage in conducting a competitive selection process.

## **10. Term Officer Redeployment**

- (a) In addition to any Business Unit's processes an officer shall have access to CSIRO's redeployment process provided that they:
  - were appointed following a competitive recruitment process; and
  - have at least four years aggregate employment, provided that no breaks between periods of service exceeds six months.
- (b) Consideration of any outplacement benefit will be at CSIRO's discretion.

## **SCHEDULE 3 – REDEPLOYMENT AND RETRENCHMENT**

### **1. Application**

(a) These provisions do not apply to:

- (i) an officer appointed on probation whose appointment has not been confirmed;  
or
- (ii) an officer appointed for a specified period including casual appointment.

Officers on a specified term employment have access to redeployment and other provisions in accordance with Schedule 2.

### **2. Potentially Redundant Officers**

(a) An officer is potentially redundant if:

- (i) the officer is included in a group of officers, which group comprises a greater number of officers than is necessary for the efficient and economic working of CSIRO;
- (ii) the services of the officer cannot be effectively used because of technological, structural or other changes in the work methods of CSIRO or changes in the nature, extent or organisation of the functions of CSIRO; or
- (iii) the duties usually performed by the officer are to be performed in a different city and the officer is not willing to perform duties at that city.

### **3. Consultation**

(a) Where, due to organisational change or restructuring, ten or more officers are likely to become potentially redundant, the following information shall be made available and discussed with those officers and subsequently provided, in writing, to the relevant unions:

- details of the circumstances causing the potential redundancy situation;
- the impact of the proposed change upon science, research capabilities and/or support for these areas;
- the anticipated number of officers affected and their level, functional area and location; and
- the method of identifying potentially redundant officers.

Where the provision of this information will allow an individual officer to be identified, all but the identifying information will be made available.

- (b) Consultation in accordance with clause 55 will then occur so that options and measures to reduce the need for, and mitigate the impacts of, redundancies can be fully explored.
- (c) Officers will be notified that they can request the involvement and assistance of a representative. Where requested, the representative can participate in discussions concerning that officer.

#### **4. Voluntary Redundancy Substitution**

- (a) An officer who is potentially redundant may exchange positions with another officer who would not contest redundancy. This is referred to as Voluntary Redundancy Substitution. Voluntary Redundancy Substitution is entirely at CSIRO's discretion and will only be approved where CSIRO determines that the skills of both individuals are a close match and that there will be no adverse impact on ongoing work requirements. Discussions will occur with each individual officer before final approval by CSIRO.
- (b) Substitution will only proceed where no suitable redeployment opportunities are identified.
- (c) Where substitution is approved the Senior Manager will provide the officer with the following information and formal advice. Where paragraph 3(a) applies, unless a shorter period is agreed between CSIRO and the officer, the formal advice will be provided no earlier than four weeks from the date on which the information at subparagraph 3 (a) has been provided to the officer:
- a written estimate of the financial termination benefits which apply for each of the redundancy options (including income maintenance);
  - formal advice in writing detailing that:
    - I. the officer can agree to a termination date that is within 10 working days of receipt of this formal advice;
    - II. the officer will be paid the equivalent of 8 weeks pay in lieu of notice in addition to the lump sum or income maintenance benefit, (where applicable); and
    - III. the officer must provide written advice as to their preferred benefit as soon as practicable, prior to the termination date.
- (d) Where an officer has requested the involvement of a representative, the representative will be provided with the information in respect of the officer concerned.
- (e) Where substitution is approved, clauses 5 to 8 and 11 of this Schedule do not apply to the officer.
- (f) CSIRO will, on an annual basis, make all officers aware of the option of being listed on a Voluntary Redundancy Substitution register which will be maintained by CSIRO Human Resources. CSIRO will not refuse an officer's election to be placed on the register. Additionally, when Business Units are undertaking organisational change or restructuring they will advise all officers at that time of the opportunity for voluntary redundancy substitution.

#### **5. Identification of individual officers from an impacted group of officers**

- (a) After voluntary redundancy substitution has been considered, in any situation where the number of roles available is fewer than the current number of officers occupying those roles, the following process will be adopted.
- (b) The responsible Line Manager will use available knowledge and information to undertake an assessment of each officer against the organisational requirements for the role/s developed in line with the applicable work classification standards. The principles of procedural fairness will be applied. The officer will have the opportunity

to provide information if they so choose, however they will not be required to make a formal application for their existing role.

- (c) The final decision will be made by the responsible Line Manager and affected officers will be advised. Where it is determined that there is no ongoing organisational requirement for the officer's skills, the officer will be advised that they are potentially redundant and will be provided with information in accordance with sub-paragraph 6(a).

## **6. Advice and information to individual impacted officer**

- (a) Where an individual officer is likely to become redundant the Senior Manager will, at the earliest practicable time, advise the officer of the situation and at the same time will provide the officer with the following information:
- details of the circumstances which have given rise to the potential redundancy;
  - why the individual officer's position has been identified as potentially redundant;
  - potential redeployment, including retraining prospects, within the Business Unit and more broadly, within CSIRO;
  - other options available which may prevent the redundancy;
  - a written estimate of the financial termination benefits which apply for each of the redundancy options (including income maintenance) in the event that redundancy is confirmed; and
  - comprehensive information concerning redeployment and redundancy procedures and the assistance that CSIRO Human Resources will provide.
- (b) Where an officer has requested the involvement of a representative, they will be provided with the information in respect of the officer concerned.

## **7. Redeployment**

- (a) CSIRO will carry out an organisation-wide survey, of existing and foreseeable vacancies which are at, or one level below, the officer's substantive CSOF level and in the same functional area. The minimum period over which this survey will be conducted will be 2 months or a shorter period may be agreed between CSIRO and the officer.
- (b) A position will be considered to be a suitable opportunity if that officer meets all the essential selection criteria for the position either immediately, or could reasonably be expected to do so after a reasonable period of retraining (up to six months in the case of vacancies with indefinite tenure).
- (c) Where an officer accepts redeployment within CSIRO to a position of lower classification than their substantive classification level, payment will be at the rate necessary to bring their salary up to the salary received immediately before the date of redeployment for the following period:
- (i) in the case of officers who have twenty or more years of service – 14 months;  
or
  - (ii) in the case of other officers – eight months.

The income maintenance period shall commence on the day of transfer to a position of lower classification.

- (d) Where an officer secures further employment in CSIRO, and is required to move house in order to take up the appointment, the officer will be eligible for the same conditions as would apply had the officer been promoted to that position.
- (e) For the purposes of calculating salary, allowances referenced in 9.2 (e) will apply.

## **8. Retrenchment**

- (a) Formal written notification

Where there are no apparent redeployment opportunities and the redundancy is to proceed, the officer will be formally advised in writing. This notification will detail the various options in terms of the timing of termination and the relevant benefits the officer may elect to receive on retrenchment.

This notification shall provide formal notice of five weeks which will commence four weeks from the date of the formal written notification.

- (b) Cessation within 10 working days of receiving formal written notification

If an officer does not contest redundancy and agrees to a termination date that is within 10 working days of receipt of their formal written notification the officer shall be paid the equivalent of 8 weeks pay in lieu of notice in addition to the lump sum or income maintenance benefit, (where applicable). During this 10-day period the officer must provide written advice as to their preferred benefit.

- (c) Cessation after 10 working days of receiving formal written notification

- (i) Officers who choose to remain with CSIRO beyond the 10 working days following the receipt of their formal written notification, will receive, in addition to the lump sum or income maintenance benefit (where applicable) the remainder of the formal notice period referred to in sub-paragraph 8(a).

- (ii) Employment will terminate at the completion of the period of notice. Where, prior to the completion of the notice period, the officer seeks appointment to an advertised vacancy but has not been assessed by the end of the notice period, employment will be extended until the officer's suitability for that position has been determined.

- (d) Financial planning, skilling and career support

When requested by an officer, CSIRO will fund up to two visits to a CSIRO nominated outplacement service to obtain job seeking skills, career assessment and planning and CV preparation. In lieu of this, the officer may request an equivalent amount to undertake relevant training. In addition, CSIRO will fund one visit to a mutually agreed financial adviser.

## **9. Options for Redundancy Benefit**

**An officer made redundant in accordance with this Schedule will receive a lump sum payment unless the officer elects to receive income maintenance.**

## 9.1 Lump Sum Payment

- (a) An eligible officer who is retrenched will receive a lump sum payment calculated in accordance with this paragraph.
- (b) Subject to a minimum payment of 4 weeks pay and a maximum of 48 weeks pay, the Lump Sum payable to a retrenched officer will be 2 weeks salary for each completed year of continuous service PLUS a pro-rata payment for any additional completed months of continuous service, subject to any minimum amount the officer is entitled to under the *Fair Work Act 2009*.
- (c) Calculation of Lump Sum

Where an officer has less than 24 years full-time service, the redundancy payment will be calculated on a pro-rata basis for any period where an officer has worked part-time hours during his or her period of service.

- (d) For the purposes of calculating salary at the date of termination, the following payments will be included:
  - (i) Enhanced Responsibility Allowance, if it was received for a continuous period of at least 12 months prior to formal advice being given under sub-paragraph 8(a);
  - (ii) Payment for shift work, restriction duty or overtime where it was received regularly i.e. in 50% or more of the pays received in the 12-month period preceding the giving of notice under sub-paragraph 8(a). The amount included will be the average fortnightly payment during the 12 month period; and
  - (iii) First Aid Allowance, Superior Performance Rating (Premium Step) and AAHL Site Allowances.

## 9.2. Income Maintenance after termination

- (a) Where an officer has elected to receive income maintenance the officer will be entitled to receive payments for the following period:
  - (i) in the case of officers who have twenty or more years of service – 14 months; or
  - (ii) in the case of other officers – eight months.
- (b) The income maintenance period shall commence on the day after termination.
- (c) During periods of income maintenance former officers will be eligible to apply and compete on merit for internally advertised vacancies.
- (d) The amounts to be paid by way of income maintenance shall be calculated as follows:
  - (i) where the former officer is unemployed, payment will be at a rate equivalent to their salary at the date of termination less any amount received by way of unemployment relief.

- (ii) where the former officer obtains employment outside CSIRO, payment (if any) will be at the rate necessary to bring their salary from that employment to the salary level at the date of termination.
- (e) For the purposes of calculating salary at the date of termination, the following payments will be included:
- (i) Enhanced Responsibility Allowance, if it was received for a continuous period of at least 12 months prior to formal advice being given under sub-paragraph 8(a);
  - (ii) Superior Performance Rating (Premium Step), but only for that part of the period of income maintenance that would have been paid, had the officer not been in receipt of income maintenance under the terms in this Schedule;
  - (iii) Payment for shift work, restriction duty or overtime where it was received regularly i.e. in 50% or more of the pays received in the 12-month period preceding the giving of notice under sub-paragraph 8(a). The amount included will be the average fortnightly payment during the 12 month period; and
  - (iv) First Aid and AAHL site allowances.
- (f) During the period of income maintenance, former officers will be required to provide acceptable evidence of income (from employment or unemployment relief) in order to establish and maintain eligibility for income maintenance.

## 10. Service for Redundancy Pay Purposes

For the purpose of calculating an entitlement in accordance with clause 9 of this Schedule, “service” means:

- service in CSIRO;
- Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- 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;
- service with the Australian Defence Forces;
- service in another organisation where:
  - (i) an officer was transferred from that organisation with a transfer of function; or
  - (ii) an officer engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the CSIRO and such service is recognised for long service leave purposes.

**Service not to count as service for redundancy pay purposes** – Any period of service which ceased in any of the following ways will not count as service for redundancy pay purposes:

- retrenchment; retirement on grounds of invalidity; inefficiency or loss of qualifications; forfeiture of office; dismissal; termination of probation appointment for reasons of unsatisfactory service; or voluntary retirement at or above the minimum retiring age applicable to the officer or with the payment of an employer-financed retirement benefit.



**Earlier periods of service** – For earlier periods of service to count there must be no break between the periods except where:

- (a) the break in service is less than one month and occurs where an offer of employment with CSIRO was made and accepted by the officer before ceasing employment with the preceding employer; or
- (b) the earlier period of service was with CSIRO and ceased because the officer was deemed by CSIRO to have resigned on marriage.

**Absences during a period of service** – Absences from duty which do not count as service for long service leave purposes will not count as service for redundancy pay purposes.

## **11. Review**

- (a) An officer may seek a review under Schedule 4 in relation to other redundancy issues which do not impinge on the validity of the decision to retrench him/her (i.e. the purpose of the review cannot be to question the redundancy itself).
- (b) An officer may bring an action against termination of employment under clause 83 of this Agreement.

# SCHEDULE 4 – GRIEVANCE PROCEDURES

## Introduction

CSIRO is committed to achieving and maintaining a productive and harmonious work environment. CSIRO supports an organisational culture that seeks to resolve differences through negotiation and mediation rather than through an adversarial process. Experience and research shows that this approach is highly cost effective in human, productive and financial terms and results in positive ongoing working relationships.

It is recognised, however, that disagreements may arise from decisions or actions affecting an individual during the course of their employment. These procedures are designed to encourage informal resolution of issues swiftly, confidentially, as close to the actual work situation as possible, and are designed to complement other management processes. The procedures recognise that situations may arise where informal resolution fails or is not appropriate, and provide an effective and fair process for review of these situations.

### 1. Objective

CSIRO's objective is to encourage the resolution of matters of concern in a manner that is fair, transparent, timely and maintains good staff/management relations.

### 2. Scope

#### (a) Matters Covered

The procedures apply to officers concerns about one or more of the following issues, where no other formal avenue of appeal exists:

- the application of existing employment conditions;
- probation or selection procedures;
- an official instruction; and
- issues arising from decisions or actions connected to their employment.

#### (b) Probation Matters

A grievance about probation issues is limited to procedural aspects of the officer's treatment during probation and cannot be to challenge any decision to annul appointment. Following are the "procedural aspects" that may give rise to a probation grievance:

- Probation reviews will occur at regular intervals, for example in the 3rd and 5th months for officers on six months' probation, and:
- On each occasion the supervisor will assess whether the probationer has met, or is making good progress towards meeting, the requirements of the job and will document the assessment in the form of a written probation report, addressing quality of work, ability and personal qualities and attitudes;
- The probationer must be given the opportunity to read, sign and date each report, indicating that the contents have been noted;
- Any weakness or adverse aspect of a probationer's work performance must be specifically drawn to their attention;
- The probationer must be given the opportunity to comment on any aspect of a report, and to have those comments recorded on the report;
- Unless annulment of appointment is being proposed, remedial action, such as training and/or closer supervision, may be provided. Any counselling or remedial action will be documented in the probation report, along with any comment by the probationer; and

- If annulment is proposed, a recommendation must be made to the delegate immediately, and not delayed until the end of the normal probationary period.

A probation grievance may be lodged at any time during the probation period but no later than 5 working days after the date of receipt of the formal written notice advising the probationer that a recommendation for annulment is being considered.

In the event that a probation grievance is lodged out of time or following a review CSIRO determines it is not confined to the aforementioned procedural aspects, the grievance will not be investigated.

### **(c) Matters not covered**

The procedures do not cover issues where a formal CSIRO or external avenue of appeal exists and excludes complaints solely about:

- Salary/Performance and Development Step decisions
- Decisions to annul appointments during probation
- Classification decisions
- Disciplinary actions
- Redundancy
- Workers compensation issues

### **(d) Grounds for not proceeding**

- The officer has instituted action in a court or tribunal in relation to the matter that is the subject of the complaint, or it would be more appropriate to have the matter resolved by an external review body and it is likely to be resolved in a timely manner.
- The probation grievance is not confined to procedural matters or lodged out of time.
- The officer is no longer an employee of CSIRO. Grievances lodged prior to termination of employment will lapse.

In these cases the officer will be notified in writing, by the Senior Manager, that the complaint will not proceed and given detailed reasons why.

## **3. Time Limits**

The informal or formal resolution stage of the Grievance Procedures shall be commenced where a grievance is submitted in writing within 12 months of the alleged incident. Where supporting evidence for a grievance extends beyond the 12 month timeframe, such evidence shall be considered as part of the grievance process.

Grievances relating to events that are more than 12 months old will be permitted only if the officer can establish that the ramifications of the decision/action in question could not reasonably have been foreseen at the time and did not become evident during the subsequent 12 months. Grievances may also be permitted where it is demonstrated that circumstances beyond the officer's control rendered the officer incapable of filing the grievance within the 12 month timeframe. An independent investigator will determine whether an out-of-time grievance satisfies these requirements.

## **4. Principles**

### **(a) Compliance with procedural requirements**

The parties involved in the grievance must comply with all stages and steps of this Schedule within established timeframes where applicable unless there are extenuating circumstances.

## **(b) Confidentiality**

At all times, documentation and discussions associated with a grievance will be treated as confidential. Relevant information will be retained on a specific confidential file to which access will be restricted to a 'need to know' basis only. Information on relevant files may be subject to applications for disclosure under the *Freedom of Information Act 1982*.

## **(c) Fairness**

Procedural fairness will apply to all parties and means that:

- there is a right to a fair hearing and/or investigation by an unbiased person;
- parties have a right to know the case against them; and
- parties have the opportunity to comment on material which may result in findings adverse to them.

## **(d) Allegations against a Third Party**

Where a grievance involves an allegation against a third party, the officer who is the subject of the allegation must be advised in writing of the allegation. The officer concerned will be given an opportunity to respond in writing to the allegation within 14 days.

## **(e) Vexatious and/or frivolous complaints**

Where a complaint made under the grievance procedures is found to be vexatious and/or frivolous CSIRO may take action against the complainant in accordance with the CSIRO Misconduct procedures.

## **(f) Timeliness**

All complaints should be dealt with promptly and thoroughly with a view to finding a resolution as soon as practical.

## **(g) Equity and Diversity**

A grievance can sometimes result, in part, from discrimination related to gender, race, cultural differences etc. It is important that all parties therefore comply with equal employment opportunity principles.

## **5. Responsibilities**

**Staff** – it is the responsibility of all officers to take reasonable and genuine steps to prevent situations which may lead to grievances and to work cooperatively to resolve any disagreements as far as practicable at the local level by:

- Promptly addressing any disagreements as they arise;
- Discussing those disagreements in a fair, honest and constructive manner;
- Providing information and explanation about matters in disagreement;
- Maintaining strict confidentiality by restricting discussion to those directly involved in the resolution process. However, an officer may choose to be accompanied by a person of his or her choice (i.e. a representative or a colleague officer) at any stage of the process, and
- Complying with the CSIRO Code of Conduct.

**Managers** – **in addition** to the above general responsibilities, managers have the responsibility to:

- Ensure decisions on managing people are ethical and transparent;
- Refer to, and apply any relevant CSIRO policies, standards, procedures or guidelines when making decisions;
- Advise affected officers of decisions as soon as practicable;
- Prevent situations or complaints from developing into grievances by creating an atmosphere in which officers can raise their concerns and by encouraging them to communicate promptly about emerging problems;
- Demonstrate to staff that their concerns are important by taking steps to swiftly address their concerns and resolve any issues as they arise;
- Engage in resolution processes in an impartial manner and encourage informal resolution wherever possible;
- Ensure that any agreements or decisions reached are implemented;
- Ensure that officers are not disadvantaged or discriminated against for raising concerns; and
- Comply with the CSIRO Code of Conduct and values.

**Senior Managers** – also have specific additional responsibilities in relation to the prevention and resolution of grievances. They must ensure that:

- Managers adopt sound people management practices, which contribute to the effective, equitable and proper conduct of the organisation; and
- Officers are not disadvantaged or discriminated against for raising concerns.

## **STAGE 1 – INFORMAL RESOLUTION**

### Outline of the Informal Process

Step	Process						
1	<p>The officer will discuss the matter with their Manager in an effort to reach a resolution. The officer should explain:</p> <ul style="list-style-type: none"> <li>• what action or decision is the cause of their complaint;</li> <li>• what specifically is their complaint;</li> <li>• what is the impact of that decision or action; and</li> <li>• what is the preferred outcome or result they are seeking.</li> </ul> <p>If the matter is about the behaviour or actions of the Manager and it is not appropriate to discuss this with the Manager, go to step 2.</p> <p>Outcome</p> <table border="1"> <thead> <tr> <th>If....</th> <th>Then....</th> </tr> </thead> <tbody> <tr> <td>the matter is resolved to the officer's satisfaction,</td> <td>the matter is closed.</td> </tr> <tr> <td>the matter is not resolved to the officer's satisfaction,</td> <td>go to step 2.</td> </tr> </tbody> </table>	If....	Then....	the matter is resolved to the officer's satisfaction,	the matter is closed.	the matter is not resolved to the officer's satisfaction,	go to step 2.
If....	Then....						
the matter is resolved to the officer's satisfaction,	the matter is closed.						
the matter is not resolved to the officer's satisfaction,	go to step 2.						
2	<p>The officer discusses the matter with the next level of management. The next level manager should review the attempts to resolve the matter to date and, where necessary, take action or further action. This may include the use of mediation, negotiation or a review of the decision, or action, which resulted in the complaint. The Next Level Manager may also consider requesting a formal investigation.</p>						

## Outcome

If....

Then....

the matter is resolved to

the officer's satisfaction,

the matter is closed.

the matter is not resolved

to the officer's satisfaction,

go to step 3.

3

Consider a range of options available to help resolve the issue including facilitation and mediation.

The terms of the process are to be agreed by the parties concerned

## Outcome

If....

Then....

the matter is resolved to

the officer's satisfaction,

the matter is closed.

the matter is not resolved

to the officer's satisfaction,

the officer may request a formal review of the matter.

## **GUIDELINES FOR THE INFORMAL PROCESS**

### **Workplace Communication**

Officers should be aware of their right to raise concerns, and the expectation that they will do so, with their Manager or next level Manager as soon as they arise. Managers are expected to respond promptly, and to initiate discussions within a week of receiving an officer's request to resolve a disagreement.

### **Discussion with a person other than the Manager**

In some cases an officer may not feel comfortable raising an issue with their Manager and may be unsure how to resolve the issue. As part of the informal processes officers may refer to the following people for guidance and advice:

- Business Unit Ombudsman (if applicable)
- Equity and Diversity Officers
- Personal Counsellors/Employee Assistance Program (EAP)
- Representative
- Human Resources Staff

### **Assistance for Managers**

In some instances a Manager may feel that they do not have the necessary skills and experience to handle the matter satisfactorily. In such cases it is appropriate to seek the assistance of the next level manager or HR Manager. The Employee Assistance Program (EAP) and most Personal Counsellors also provide advice and support to managers in relation to their people management responsibilities.

## **Referral to the Next-Level-Manager**

The next level Manager is responsible for ensuring the effectiveness of people management practices within work areas under their management. This includes ensuring that supervisors and team leaders are accountable for their decisions and actions they make which impact on individuals or the work team as a whole.

## **Why use Mediation/Facilitation?**

Mediators/Facilitators are independent third parties, trained and skilled in assisting others to resolve their problems through dialogue and negotiation. They seek to bring the parties together, assist them to hear each other, identify the causes of the problem, enable the parties to develop a shared understanding of each other's needs, explore solution options and develop solutions that are acceptable to all parties.

They are neutral and listen equally to both sides. They do not 'decide the case', defend either party or provide an answer. They are responsible for the process and this allows the participants to concentrate on the issues.

The parties attending a facilitated session should have the authority to negotiate and reach a settlement.

Your local HR Manager or representative can advise you on who would be able to act as a Mediator/Facilitator.

## **Recording an Agreement**

Where the disagreement is resolved by mutual agreement, all parties involved should sign a record of the agreed outcome. Each party should receive a copy of the agreement as well as the original being placed on the confidential file.

## **STAGE 2 – FORMAL RESOLUTION**

Outline of formal process

Step	Process
1	<p>Officer initiates the formal process by writing to the Senior Manager.</p> <p>(Where a Senior Manager is the subject of the complaint or has had involvement in the complaint, the request should be forwarded directly to another appropriate Senior Manager).</p> <p>The officer initiating the process will comply with the process requirements of this schedule and inform the Senior Manager how he/she has attempted to resolve the matter through informal avenues and/or why the matter cannot be resolved through informal processes (e.g. mediation, counselling etc).</p> <p>Prior to proceeding to Step 2 of the formal process, if the Senior Manager has not been informed by the initiating officer how the officer has attempted to resolve the matter and why the matter should not be first considered through informal avenues (e.g. mediation, counselling etc) he/she will encourage the parties to attempt to resolve the matter using the informal procedures detailed at Stage 1 of the Grievance Procedures.</p>
2	<p>The Senior Manager:</p> <ul style="list-style-type: none"><li>• appoints an Administrator; and</li></ul>

- appoints an Independent Investigator from the panel of CSIRO investigators.

3 The Independent Investigator undertakes a formal investigation.

Note: Nothing in this process is intended to prevent the grievance being resolved informally by mediation or other appropriate means at any time before the formal process is completed.

4 The Independent Investigator prepares and submits a report to the Senior Manager addressing each of the officer's areas of complaint and makes recommendations where appropriate. The Administrator provides a copy of the appropriate parts of the report to the parties to the grievance (see guidelines).

5 The Senior Manager:

- reviews the report and may request further information if necessary;
- accepts or varies the recommendations; and
- advises the officer of any actions as a result of the investigation. Generally this should occur within one month of receipt of the report from the Independent Investigator, however in complex cases, a maximum of three months will apply.

Outcome

If....

Then....

the matter is resolved to

the officer's satisfaction,

the matter is closed.

the matter is not resolved to

the officer's satisfaction,

go to step 6.

6 The matter could be referred to the Chief Executive for review where:

- the Senior Manager does not accept or varies the recommendation of the Independent Investigator; or
- a party to the grievance believes the investigation was procedurally flawed.

Matters will not be referred to the Chief Executive where a period of 28 days has elapsed since the date of the advice to the officer by the Chief. The Chief Executive may consider matters where circumstances beyond the officer's control rendered the officer incapable of referring the matter to the Chief Executive within the 28 day timeframe.

The Chief Executive's decision is final and generally should be communicated to the parties within one month of receipt of a request for referral of the matter to the Chief Executive. In complex cases, a maximum of three months will apply.

## **GUIDELINES FOR THE FORMAL PROCESS:**

### **When is a formal process appropriate?**

An officer may lodge a formal grievance with their relevant Senior Manager (or another Senior Manager if the grievance relates to their relevant Senior Manager) where the grievance was not resolved, or it is not appropriate to be resolved, by an informal process. Examples of matters which may be appropriate for a formal investigation could include those involving allegations of harassment, discrimination and bullying.



## **What information is required in a request for a formal investigation?**

The request must be in writing, comply with the process requirements of this schedule and clearly state the issue(s) to be resolved. The request should be concise, detailing all the facts of the case and providing relevant information in support of the claims. It should clearly detail the impact on them of the decision, action or lack of action. Care should be taken not to include any personal attacks on any individuals.

The officer will include a statement about the outcome(s) sought. It is important that the officer consider the outcomes they believe are appropriate and reasonable.

## **Response from Senior Manager to request for investigation**

Within 14 days of the Senior Manager receiving a written formal request for investigation, the officer will be advised of who has been nominated to investigate the complaint and may have the opportunity to object. The objection must be made in writing within 14 days of being notified as to the identity of the Independent Investigator.

## **Administration of the Formal Process**

The Senior Manager should appoint an officer to be the Administrator to coordinate the process fairly and promptly. The Administrator is normally an officer within the Business Unit, however, it is sometimes more appropriate for the Administrator to be someone outside the Business Unit. The Administrator should have no direct connection with the grievance and at all times should act, and be seen to act, impartially.

## **Appointing the Independent Investigator**

The Senior Manager (or a nominee of the Senior Manager) should contact the Workplace Relations Manager, Human Resources to advise of the existence of a grievance and to obtain a list of the current Independent Investigators.

## **Early Resolution of the Matter**

The Independent Investigator should always keep in mind the possibility of suggesting an appropriate solution that will be acceptable to all parties, and may result in the matter being resolved. In these circumstances, the solution and the agreement of the parties should be put in writing and signed by the parties to avoid any subsequent misunderstandings.

## **Withdrawing a Request for Formal Investigation**

Where the officer does not wish to proceed with a formal investigation, the request for a formal investigation should be withdrawn in writing.

## **Conduct of the Investigation**

The Independent Investigator will, wherever possible, interview all relevant officers. It is important, particularly in cases where there is conflicting evidence, that statements be made in writing and signed by the officer concerned. The Independent Investigator will record the substance of the interviews and the interviewee will be given the opportunity to verify the record of interview and make any comments on its contents.

## **Investigator's Report**

The Independent Investigator will prepare a report on the investigation and forward this to the Senior Manager. The report will advise the Senior Manager of the outcome of the investigation including:

- The recommended outcome
- The reasons for the recommendation

The parties to the grievance will receive a copy of material within the report that relates to them. The provision of any information will be in accordance with the *Privacy Act 1988*. The parties will also be given an opportunity to comment in writing on the recommendations made in the report which relate to them.

### **Response by Senior Manager to the Report**

The Senior Manager may either:

- (i) Accept the recommendation and confirm the action;
- (ii) Accept the recommendation and vary the action;
- (iii) Reject the recommendation and substitute a new action (giving the reasons).

The Senior Manager will advise the officer in writing of any proposed actions to be taken as a result of the investigation. A copy of this response will be sent to the Independent Investigator. Where appropriate the Senior Manager will also meet with the officer and discuss the actions to be taken. Where the Senior Manager proposes to vary or substitute the Investigator's recommendations, the officer will be advised of the intended action and be given 14 days to make a submission to the Senior Manager.

### **Decision of the Senior Manager may be replaced by another decision**

Where the Senior Manager is the subject of the grievance or has had involvement in the complaint the matter will be referred to another Senior Manager. If the grievance relates to a decision of a Senior Manager then the referred Senior Manager also has the power to make a decision in the matter, including replacing the original decision of the Senior Manager.

### **Review by the Chief Executive**

A matter may be referred to the Chief Executive for a review where:

- The Senior Manager does not accept, or varies, the recommendation of the Independent Investigator; or
- A party to the complaint believes the process of investigating the matter was flawed.

The officer will be advised of the outcome of the review in writing. The Chief Executive's decision is final.

The officer may also consider using external legal avenues where appropriate.

### **Feedback after the Process is finalised**

The officer may request a meeting with the Independent Investigator to discuss the content of the report and to give constructive feedback on the content of the report and the process used.

The Senior Manager (or a nominee of the Senior Manager) also has an opportunity to provide feedback to the Independent Investigator on the process and the content of the report.

## SCHEDULE 5 – DUTY AT SEA

Duty at sea applies to all officers while confined on board a vessel at sea for periods in excess of 24 hours.

### 1. Definitions

(a) “Annual salary” means the corresponding rate of pay listed in Schedule 7 of this Agreement.

(b) A vessel is defined to be “at sea” from the time it leaves a wharf or anchorage at the start of a voyage until it returns to a wharf or anchorage at the completion of that voyage.

(c) “Normal fortnightly salary” means the officer’s Annual Salary converted to a fortnightly rate of pay, as specified by the formula in clause 18.3. Normal fortnightly salary includes any allowances due and payable to the officer and deemed to be salary by this Agreement.

Daily payments made pursuant to clause 2 of this Schedule or any form of overtime payment are not to be included as part of the officer’s “normal fortnightly salary”.

### 2. Duty at Sea allowance

(a) Duty at Sea Allowance is payable in addition to an officer’s normal fortnightly salary for all periods of more than 24 hours and pro-rata thereafter spent on a vessel at sea. This payment is made in recognition of an officer’s confinement aboard the vessel and the additional hours of work which may be required of an officer.

(b) The daily payment for Duty at Sea shall be calculated in accordance with the following formula:

$$\frac{\text{CSOF4.M Annual Salary}}{313} \times 121\% \times 1.2$$

### 3. Confinement Leave

(a) In addition to other entitlements an officer shall receive one days leave for every Sunday or part thereof and/or public holiday or part thereof the officer is confined on a vessel at sea.

(b) (i) Subject to subclause 3(b)ii, Confinement Leave credits will be available for use by the officer for a period of six months commencing on the date of conclusion of the voyage (“the settlement period”). At the end of the settlement period, any Confinement Leave credits that have not been applied for will be paid to the officer in accordance with the following formula:

$$\frac{\text{CSOF.4M Annual Salary}}{313} \times 100\% \times 1.2$$

(ii) An officer may use Confinement Leave credits by written application to CSIRO for a period of Confinement Leave. CSIRO shall not unreasonably withhold approval. Confinement Leave can only be taken in whole days. A grant of time off work shall be debited against the officer’s Confinement Leave credit. Recreation Leave shall only be granted to an officer after their Confinement Leave credit balance is less than one day unless a written application for a period of Confinement Leave has been denied.

#### 4. Principles for Duty at Sea

The parties agree that the following principles and practices shall apply to all CSIRO activities involving Duty at Sea, and represent minimum standards.

##### (a) General

(i) The parties to this Agreement shall agree upon a set of guidelines for Chief Scientists, Voyage Managers, participants, and observers in relation to research activity in the marine environment. All officers undertaking a voyage shall be provided with ready access to copies of the agreed guidelines. Copies shall be available on all CSIRO vessels. The guidelines shall be revised by the parties as necessary.

(ii) Officers requested to participate in a voyage with less than five working days notice shall be entitled to decline participation. However, agreement for an officer to participate in a voyage at short notice shall not be unreasonably withheld.

(iii) In the case of a change in the scheduled date of return of an officer to their normal residence, or in cases of un-anticipated domestic need, and with the agreement of the Voyage Manager, a telephone call shall be provided at CSIRO expense, by the most appropriate means available.

(iv) No officer will be required to work at sea for more than 85 days in any financial year except with the written consent of the officer concerned.

(v) While at sea, an officer may be required to work on any day inclusive of Saturday, Sunday and Public holidays.

(vi) The Master of the vessel has the authority for conduct, discipline and safety of all persons on board. In the first instance, however, CSIRO personnel will be responsible to the Voyage Manager for their duties and conduct.

##### (b) Health and Safety

(i) The parties to this Agreement are committed to and acknowledge their respective responsibilities ensuring that all work performed at sea is performed in an environment that is as safe as reasonably practicable, by developing and applying safe systems of work.

(ii) All work at sea shall be conducted in accordance with the *Work Health and Safety Act 2011* and other applicable Commonwealth legislation and Codes of Practice. In the absence of appropriate Commonwealth Codes of Practice, CSIRO shall conform with applicable standards of the States and Territories or recognized and accepted industry practice.

##### (c) Maximum Periods of Duty

No officer shall:

(i) be required to work in a single continuous session for more than 5 hours without a minimum break from duty of 30 minutes;

(ii) perform in excess of 30 hours total duty in any continuous 48 hour period;

(ii) be directed to work more than 16 hours in any continuous 24 hour period; or

(iv) be directed to work for more than 12 hours continuously in any watch inclusive of breaks.

## **SCHEDULE 6 – CLASSIFICATION LEVEL DESCRIPTORS**

The following classification level descriptors apply in relation to the CSIRO salary structure:

### **Level 1**

Under regular supervision, performs duties requiring limited skills, initiative or responsibility.

### **Level 2**

Under general supervision, applies basic knowledge and/or skills to straightforward routines and procedures using readily available guidelines and advice.

### **Level 3**

Under technical direction, applies knowledge and skills to a range of procedures and/or techniques. May be required to solve problems of limited complexity, determine priorities within assigned tasks, vary standardised procedures or techniques and adapt to changes in work procedures or technologies. Applies communication skills relevant to the work area.

### **Level 4**

Under general direction, applies knowledge and skills to a specific task(s) involving the application or adaptation of a variety of procedures and techniques requiring specialised knowledge. Identifies and solves more complex problems, initiates and/or follows complex instructions or procedures. Accountability for resources and the capacity to respond to and assist in implementing change are commonly features of this level. Applies well developed communication skills relevant to the work area.

### **Level 5**

Under limited direction, applies well developed knowledge and skills to one or more specific projects or services, requiring the development and adaptation of a wider variety of specialised procedures and techniques. Requires the ability to develop, test and evaluate complex options and issues. Planning, highly developed communication skills, capacity to initiate appropriate change and accountability for resources are commonly features of this level.

### **OR**

Under limited direction about research project objectives and general approach, undertakes scientific or engineering research requiring originality, creativity and innovation and the application of scientific or engineering knowledge, expertise and skills in a limited area. Demonstrates basic ability in research planning and execution and the capacity to think in terms of fundamentals and create hypotheses.

### **Level 6**

Within broad guidelines, manages one or more highly significant projects or services, or undertakes work that has impact on the development of scientific or technological knowledge, on industry or on the community. This requires the application of high levels of disciplinary expertise or managerial knowledge. Demonstrates broad insight and significant skills in areas of expertise. Ability to deal with concepts requiring well developed deductive, evaluative and investigative skills that lead to outstanding work. Leadership, planning and negotiation skills, accountability for resources, initiation and management of change and well developed representation skills are commonly features of this level.

### **OR**

Within broad guidelines on research project objectives, undertakes scientific or engineering research requiring a considerable degree of originality, creativity and innovation and the application of expert scientific or engineering knowledge. Has demonstrated ability in research planning and execution, and the judgement and tenacity required to reach research goals. May provide leadership to staff within the project, and may be responsible for the management of human, financial and material resources.

### **QUALIFYING STATEMENT**

In levels 3, 4, 5 and 6 of the above classification level descriptors, “knowledge and skills” refers to the appropriate level of professional, technical, administrative or managerial knowledge and skills as specified in the CSIRO’s Work Classification Standards.

#### **Level 7**

Under broad guidance about objectives, manages a very significant administrative program. This requires a high degree of resource management and leadership ability. Has extensive expert knowledge, and considerable ability in planning and executing projects and implementing results. Typically provides expert administrative leadership to colleagues, with significant conceptual and creative input. Plans at the subprogram level, comprising a range of related projects, to meet objectives. Typically seeks, allocates and monitors significant resources. Has a significant role in negotiating complex, sensitive or contentious issues.

#### **OR**

Under broad guidance about research project objectives, undertakes scientific or engineering research requiring substantial originality, creativity and innovation and the application of expert scientific or engineering knowledge. Has proven capacity to identify research opportunities consistent with Business Unit’s objectives. Considerable ability in research planning, execution and/or ability to implement research results. The scientist's or engineer's research has had a significant influence on their field of research. Typically provides scientific or engineering leadership to more junior colleagues. May plan and provide project leadership to meet objectives and seek, allocate and monitor resources.

#### **OR**

Functions as a senior specialist.

#### **Level 8**

Under broad guidance about objectives, assists in the overall strategic management of a Business Unit or manages a major scientific, engineering or administrative program. This requires a high degree of resource management and leadership ability. Has extensive expert knowledge of his/her field, and outstanding ability in planning and executing programs and implementing results. Typically provides expert scientific, engineering or administrative leadership to colleagues, with significant conceptual and creative input.

Plans at the program level, comprising a range of related projects, to meet objectives. Seeks, allocates and monitors substantial resources. Has a major role in negotiating more complex, sensitive or contentious issues.

#### **OR**

Under broad guidance about research program objectives, undertakes outstanding scientific or engineering research requiring a high degree of originality, creativity and innovation. The scientist's or engineer's achievements represent a substantial advancement in scientific knowledge or for industry or for the community. Has extensive scientific or engineering

knowledge, and outstanding ability in research planning, execution and/or implementing research results. Typically has an international reputation in a significant field of science or engineering or industrial application and provides expert scientific or engineering leadership to research colleagues. May plan at the program level, typically for multiple projects, to meet objectives and seek, allocate and monitor resources. May have a major role in negotiating complex, sensitive or contentious issues.

**OR**

Functions as a senior specialist.

*Note: Special promotion criteria apply to advancement within this level.*

### **Level 9**

Responsible for the management of a research division or equivalent group. This requires outstanding strategic and resource management, and leadership and communication ability, coupled with sound understanding of the commercial application of scientific and technological innovations. Has extensive expert scientific, engineering or administrative knowledge, and outstanding ability in planning, execution and implementing results, combined with significant entrepreneurial skill. Provides pivotal leadership reflecting considerable vision matched by strategic planning skills, achievement, drive and focus on outcomes. Seeks, allocates, monitors and is accountable for very substantial human, financial and material resources. Carries overall responsibility for negotiating complex, sensitive and contentious issues.

**OR**

Has such eminence in a significant field of science or engineering that appointment as a CSIRO Fellow is warranted.

**OR**

Functions as a senior specialist.

*Note: Special promotion criteria apply to advancement within this level.*

## SCHEDULE 7 – CSIRO SALARY SCALES (Rates include annual leave loading)

CSOF Level	prior to operation of EA	1 <sup>st</sup> increase 3% \$pa	Premium step	2 <sup>nd</sup> increase 2% \$pa	Premium Step	3 <sup>rd</sup> increase 1.5% \$pa	Premium Step
1.1	\$38,154	39,299		40,085		40,686	
1.2	\$39,128	40,302		41,108		41,725	
1.3	\$40,100	41,303		42,129		42,761	
1.4	\$41,075	42,307		43,153		43,800	
1.5	\$42,049	43,310		44,176		44,839	
<b>1 Max</b>	\$43,023	44,314	47,416	45,200	48,364	45,878	49,089
2.1	\$44,658	45,998		46,918		47,622	
2.2	\$46,272	47,660		48,613		49,342	
2.3	\$47,884	49,321		50,307		51,062	
2.4	\$49,497	50,982		52,002		52,782	
2.5	\$51,110	52,643		53,696		54,501	
2.6	\$52,724	54,306		55,392		56,223	
2.7	\$54,336	55,966		57,085		57,941	
2.8	\$55,951	57,630		58,783		59,665	
<b>2 Max</b>	\$57,563	59,290	63,440	60,476	64,709	61,383	65,680
3.1	\$59,636	61,425		62,654		63,594	
3.2	\$61,694	63,545		64,816		65,788	
3.3	\$63,723	65,635		66,948		67,952	
3.4	\$65,751	67,724		69,078		70,114	
3.5	\$67,784	69,818	74,705	71,214	76,199	72,282	77,342
3.6-3E	\$69,812	71,906		73,344		74,444	
3.7	\$71,843	73,998		75,478		76,610	
3.8	\$73,872	76,088		77,610		78,774	
<b>3 Max</b>	\$75,900	78,177	83,649	79,741	85,323	80,937	86,603
4.1	\$78,479	80,833		82,450		83,687	
4.2	\$81,055	83,487		85,157		86,434	
4.3	\$83,633	86,142		87,865		89,183	
4.4	\$86,209	88,795		90,571		91,930	
<b>4 Max</b>	\$88,787	91,451	97,853	93,280	99,810	94,679	101,307
5.1	\$92,591	95,369		97,276		98,735	
5.2	\$96,397	99,289		101,275		102,794	
<b>5 Max</b>	\$100,199	103,205	110,429	105,269	112,638	106,848	114,327
6.1	\$106,285	109,474		111,663		113,338	
6.2	\$112,370	115,741		118,056		119,827	
6.3	\$118,459	122,013		124,453		126,320	
<b>6 Max</b>	\$124,546	128,282	137,262	130,848	140,007	132,811	142,108
7.1	\$127,947	131,785		134,421		136,437	
7.2	\$131,353	135,294		138,000		140,070	
7.3	\$134,754	138,797		141,573		143,697	
7.4	\$138,154	142,299		145,145		147,322	
<b>7 Max</b>	\$141,562	145,809	156,016	148,725	159,136	150,956	161,523
8.1	\$152,669	157,249		160,394		162,800	
8.2	\$163,776	168,689	180,497	172,063	184,107	174,644	186,869
8.3	\$177,730	183,062	195,876	186,723	199,794	189,524	202,791
<b>8 Max</b>	\$191,680	197,430	211,250	201,379	215,476	204,400	218,708
9.1	\$200,129	206,133		210,256		213,410	
9.2	\$208,574	214,831		219,128		222,415	
9.3	\$217,020	223,531		228,002		231,422	
<b>9 Max</b>	\$225,464	232,228		236,873		240,426	





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4 August 2017

Dear Commissioner McKinnon

**AG2017/2526 – Application for the approval of the CSIRO Enterprise Agreement 2017 -2020  
Undertaking - Section 190**

The Commonwealth Scientific and Industrial Research Organisation (CSIRO) hereby gives the following written undertakings under section 190 of the *Fair Work Act 2009* with regards to the CSIRO Enterprise Agreement 2017 – 2020:

1. Clause 14.5 – Casual Employment  
For work performed outside the attendance bandwidth, payment will be made at the rate determined in accordance with clause 14.2 without the 25% loading, plus:
  - Monday to Friday – 40%
  - Saturday, Sunday or a public holiday – 100%.
  
2. Clause 19. – Recovery of Overpayments  
Any deductions made under the provisions of clause 19 will be subject to section 326 of the *Fair Work Act 2009*.

Yours sincerely,

A handwritten signature in blue ink, appearing to read "Alex Allars".

Alex Allars  
Acting Director of Human Resources

#### CONTACT US

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#### WE DO THE EXTRAORDINARY EVERY DAY

We innovate for tomorrow and help improve today – for our customers, all Australians and the world.

Our innovations contribute billions of dollars to the Australian economy every year. As the largest patent holder in the nation, our vast wealth of intellectual property has led to more than 150 spin-off companies.

With more than 5,000 experts and a burning desire to get things done, we are Australia's catalyst for innovation.

**WE IMAGINE**

**WE COLLABORATE**

**WE INNOVATE**

#### FOLLOW US

