



1. Consultation



CSIRO Staff Association

The Know Your Rights series

This is the first of a series of fact sheets to assist CSIRO union members to better understand and enforce our rights at work. The source of these rights is the new CSIRO Enterprise Agreement 2011-2014 (EA). Consultation is covered in a number of sections of the EA with the primary reference being clause 57 - Staff Participation and Consultation. Members are encouraged to read this section of the agreement in its entirety.

Know Your Rights

Why is consultation important?

Because it facilitates informed decision making, and provides officers and their representatives (e.g. union delegates) with the opportunity to influence the decision maker (clause 57l).

What forms may consultation take?

Consultation may take many forms but regular meetings are encouraged to provide an avenue for sharing information, receiving feedback, generating ideas and resolving workplace issues in an environment of cooperation and trust (clause 57m).

When must consultation occur?

Consultation must occur at two distinct stages. The first is where initiatives or proposals have implications for the employment of staff or the way work is performed, CSIRO shall consult with affected officers and their representatives (clause 57k).

The second stage is where CSIRO has made a definite decision to introduce a major change to production, program, organisation, structure or technology and the change is likely to have a significant effect on officers (clause 57a). In this circumstance, consultation shall occur before the major change is introduced (clause 57k).

Are there particular consultative forums specified in the agreement?

Yes. Consultative Council is held twice a year and is a forum for representatives to meet with the CSIRO CEO and Executive to discuss issues that have organisation wide impact. The following matters will be some of the issues to be discussed in 2011:

- initiatives to support the psychological health and well being of staff;
- staff and science capabilities at regional sites;
- staff allocation to projects;
- the application of clause 11 (market related employment) arrangements;
- employment of trades apprentices.

What may happen if consultation does not occur in accordance with the agreement?

Under the provisions of the disputes settlement provisions of the agreement (clause 87) the parties must first try and resolve the dispute at the workplace level. If this does not resolve the issue, the matter may be referred to Fair Work Australia.



2. **APA** (Annual Performance Agreement).



The Know Your Rights series.

This is the second in a series of fact sheets to assist CSIRO union members to better understand and enforce our rights at work. The source of these rights is the new CSIRO Enterprise Agreement 2011-2014 (EA). The APA process is covered at clause 37. Members are encouraged to read this clause in its entirety.

Know Your Rights

What are APAs intended to achieve?

APAs are intended to provide a framework to communicate work requirements, improve performance and agree training and development requirements as well as provide information or evidence for performance and development steps and performance rewards and promotions. The APA cycle is twelve months from July to June (clause 37a).

Can I be represented at APA meetings with my supervisor?

Yes. Union members may have a Workplace Delegate (representative) represent them at APA meetings to assist in the resolution of issues. Non union staff may have a colleague officer (clause 37b).

Do I have to participate in the APA process?

Yes. With the exception of casuals and officers employed for less than three months all officers are required to participate in the APA process. The deadlines for the APA process stages are:

- Review by 31 August and
- Objective Setting by 30 September

Managers and officers who fail to make every effort to participate in the APA process within the required timetables will not be eligible for performance rewards (clause 37c).

Will my additional “corporate citizenship” role be recognised in the APA process?

Yes. Where officers have such roles as Union Workplace Delegates (representatives), Health and Safety Officers, First Aid officers or Fire Wardens these duties shall be recognised in the APA process and adequate time and resources provided (clause 37d).

What happens if I disagree with my manager on any aspect of my APA?

In this instance the next level manager will be called upon to consider the issue. If agreement can still not be reached it will be referred to the next level manager. This can continue until it reaches the Business Unit Leader who will make the final decision (clause 37d). As a result of strong representations by the Staff Association the electronic APA form will now contain an option to disagree with your supervisor/manager’s assessment and an option for “needs further discussion” as well as an option to agree.

What if I am not successful in advancing to the next Performance and Development Step?

Then you have the option of appealing to the Business Unit Leader for a reconsideration of the decision provided:

- The appeal is lodged within ten days of being notified of the decision not to grant advancement to the next performance and development step
- you have initially discussed your concerns with your supervisor in an attempt to resolve the matter
- the denial of the performance and development step was not resulting from disciplinary action (there is a separate process for appealing disciplinary decisions)
- The appeal is regarding a single performance and development step

The decision by the Business Unit leader to either uphold or refuse the appeal is final and will be confirmed to the officer in writing (clause 37f).



3. Training, Learning and Development.



CSIRO Staff Association

The Know Your Rights series.

This is the third in a series of fact sheets to assist CSIRO union members to better understand and enforce our rights at work. The source of these rights is the new CSIRO Enterprise Agreement 2011-2014 (EA). The relevant reference for Training, Learning and Development is clause 38. Members are encouraged to read this clause in its entirety.

Why is this issue important?

In developing our bargaining position for negotiations our members clearly indicated that having a commitment to training, learning and development was important. This commitment is reflected at clause 38a of the new agreement which states in part:

“The parties to the 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.”

Is there a minimum amount of training, learning and development required?

Yes. For the first time this agreement requires a minimum of at least five days of training, learning and development in each APA cycle exclusive of travel. This must be reflected in your APA or an agreed development plan (clause 38b). The eAPA form has been redesigned to incorporate this new requirement. For more information on the APA process please refer to Know Your Rights no.2 APA.

Is it expected that most officers will exceed the minimum requirement for training, learning and development?

Yes. The clear intention of this clause is to ensure that officers currently not receiving at least five days will do so in the future. At clause 38b the agreement states in part: “It is recognized that a large number of CSIRO officers will exceed this minimum.”

How is training, learning and development defined?

Training, learning and development opportunities 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).” (clause 38c).

What can I do if my supervisor and I cannot agree over my training, learning and development?

The first step is to seek advice from your Workplace Delegate or Organiser. Do not sign off on your APA unless you are satisfied with the outcome. The steps to resolving the issue could involve the referral of the issue to the next level manager under the APA process, the lodgement of a grievance or notification of a dispute under the agreement depending upon the individual circumstances.



4. Management of Underperformance



CSIRO Staff Association

The Know Your Rights series

This is the fourth in a series of fact sheets to assist CSIRO union members to better understand and enforce our rights at work. The source of these rights is the new CSIRO Enterprise Agreement 2011-2014 (EA). The reference for Management of Underperformance is Schedule 1. Members are encouraged to read this schedule in its entirety.

Know Your Rights

What is the purpose of Management of Underperformance procedures?

The desired outcome of these procedures is for an officer to achieve the specified standard of performance (paragraph a of Schedule 1). It is not the purpose of these procedures to target staff (including staff with low allocations) or to place pressure on staff to leave CSIRO.

When should these procedures not be used?

These procedures should not be used unless informal communication, counseling and training (where a deficit in the necessary skills or experience has been identified) have failed to bring about an acceptable standard of performance. These procedures shall also not be used where misconduct or invalidity processes are more appropriate (paragraphs b and c).

Can you view any written notes or records of counseling and training placed on your file and have the right to respond?

Yes (paragraph e). All of this information must be sighted by an officer and must not be kept on an officer's file unless this has occurred. The compilation of secret dossiers on an officer is not permitted.

When can these procedures be commenced?

At any time, provided the informal processes and requisite counseling and training have failed to bring about an acceptable standard of performance. In addition, the process can only be commenced after a next level manager has been satisfied that the work level/load of the officer was reasonable and the problem is not primarily a personality based conflict with their line manager.

Can I be represented by my workplace delegate at any point in the process?

Yes. Members are advised to be represented by a workplace delegate at meetings in this process, including if you are requested to attend meetings to have an 'informal chat' about your performance, for example.

What are the steps in the formal process?

- Step 1 - The line manager notifies the officer in writing that the procedures are commencing and:
- informs the officer of the steps in the process;
 - provides the officer with a copy of the procedures; and
 - agrees with the officer on a time period for the performance assessment process. The default period, if agreement is not be reached, is 3 months.

Please turn over...

Step 2 - The line manager formally assesses the officer's performance for the specified period. If the Senior Manager (e.g. Chief of Division) conducting the process, believes that fairness and objectivity cannot be assured, they may appoint an independent assessor from outside the work area or business unit. An officer may request another assessor, but the decision resides with the Senior Manager.

Step 3 - At the completion of the assessment period, the line manager prepares a report for the Senior Manager to consider. The officer is provided with a copy and an opportunity to respond. If the officer has achieved the specified standard of performance the officer will be advised in writing that the process is concluded.

If the Senior Manager believes that the officer did not meet the specified standard of performance, a number of possible actions may be recommended, including notice of intention to terminate employment. The officer will have 7 days in which to respond.

Step 4 - If after considering the officer's response, the Senior Manager decides to proceed with the recommended action/s, or some other action/s, the officer will be provided with formal written notice.

If the Senior Manager decides to terminate the officer's employment, the officer has the right to access the unfair dismissal provisions in the *Fair Work Act 2009*. CSIRO can elect to pay out the termination notice period.

If the Senior Manager decides on a less action/s, the officer is entitled to request a review by the Chief Executive Officer of the decision within 14 days of receiving the formal written notice. This is on the basis that the officer believes that the action/s is unreasonable or that there has been a procedural flaw in the process. If no such review is requested, the action/s specified will take effect 21 days from the receipt of the notice.

Review by the Chief Executive Officer

The officer must submit a statement of support for the review within 14 days of receiving the formal written notice. Requests for extensions of time will only be considered in exceptional circumstances, such as illness and/or absence from the workplace.

If the officer fails to submit a statement within 14 days or fails to attend a scheduled hearing, CSIRO may proceed with the action/s.

The Chief Executive will review the matter and any resultant action/s will take effect on the later of:

- the day the Chief Executive decides the matter or
- 21 days after the officer received the formal written notice.

Authorised by Sam Popovski, Secretary, CSIRO Staff Association, July 2011



5. Workplace Delegates Rights.



CSIRO Staff Association

This is the fifth in a series of fact sheets to assist CSIRO union members and Workplace Delegates to better understand and enforce our rights at work. The source of these rights is the new CSIRO Enterprise Agreement 2011-2014 (EA). The main clause in the agreement covering workplace delegates rights is clause 59. Members are encouraged to read this clause in its entirety.

Why are Union Workplace Delegates rights important?

For the Staff Association to be successful in organising and representing members effectively to improve life at work we need trained workplace delegates in place to represent the union members in their workplace. In order for our delegates to do their job properly it is important that their role is supported by members and respected and facilitated by CSIRO management. In a major step forward the new EA contains improved rights and facilities for workplace delegates. After our annual election cycle the Staff Association currently has a total of over 100 Delegates and Deputy Delegates in place.

What are the key rights and facilities for Workplace Delegates?

- The role of Workplace Delegates is to be respected and facilitated (clause 59a)
- CSIRO and Workplace Delegates must deal with each other in good faith (clause 59b)
- CSIRO shall ensure that union Workplace Delegates will have their role and reasonable paid time required to perform their role agreed as part of their APA objectives (clause 59c)
- The right to be treated fairly and to perform their role without discrimination in their employment (59f)
- Recognition by CSIRO that they speak on behalf of members in their workplace (59f)
- The right to consultation, and access to relevant information about the workplace and CSIRO (59f)
- The right to reasonable paid time to provide information and seek information from employees in the workplace (59f)
- Reasonable paid time off to represent union members in CSIRO at relevant union forums
- The right to reasonable paid time to represent the interests of members to CSIRO, including through involvement in working parties, consultative meetings, dispute settlement processes and industrial tribunals (59f).
- Reasonable access to CSIRO facilities for the purpose of carrying out work as a Delegate and consulting with workplace colleagues and the union (59f)
- Reasonable paid time to access appropriate training in workplace relations matters to enhance their effectiveness including through training provided by a union (59f)
- The right to participate in collective bargaining on behalf of those they represent (59f)

Do CSIRO have to facilitate official union communication with employees?

Yes. CSIRO will seek to facilitate official union communication with employees by means that include:

- The use of email as means of communicating with union members and employees who wish to opt-in to receive union communications, and other means of information sharing, including written materials, notice boards, electronic billboards and access to websites



6. Bullying and Discrimination.



This is the sixth in a series of fact sheets to assist CSIRO union members and Workplace Delegates to better understand and enforce our rights at work. The source of these rights is clause 10 of the new CSIRO Enterprise Agreement 2011-2014 (EA). The CSIRO policy on Preventing Workplace Discrimination and Bullying supports this clause and provides more detail.

What does the Agreement say about bullying and discrimination?

Clause 10 of the Agreement commits the Staff Association and CSIRO management to provide a positive workplace environment by eliminating and preventing workplace discrimination and bullying. This includes all forms of unacceptable behaviour such as direct and indirect discrimination, bullying, harassment, intimidation, threats and physical violence in the workplace.

The CSIRO policy on Workplace Discrimination and Bullying which was developed with the Staff Association is accessible on the CSIRO intranet.

What is workplace bullying?

The following list is not exhaustive but contains examples of behaviour that may constitute bullying:

- unjustified and unnecessary comments about a person's work or capacity for work; overbearing or abusive behaviour towards staff;
- abuse of management or supervisory power such as:
 - excessive and unreasonable work scrutiny;
 - inappropriate or unreasonable criticism of someone's work or behaviour;
 - constantly and inappropriately changing and/or setting impossible deadlines, tasks or targets;
 - inappropriate or unreasonable blocking of promotion, training, development or other work opportunities; and
 - branding as a troublemaker a person who raises legitimate workplace grievances, and taking no action to address the grievance
- threats of, or actual assault;
- 'Upwards bullying' where staff bully managers for example by spreading rumours, making snide remarks, purposely skipping meetings and missing deadlines, ignoring the manager's views and opinions.
- abusive rude, belittling, intimidating sarcastic comments in person or via phone calls, emails, notes etc;
- interference with a person's workspace, work materials, equipment or personal property, apart from that which is necessary for the ongoing work of the business unit;
- publicly belittling someone's opinions, or dismissing their contribution without good reason, including in front of clients and work colleagues;
- disparaging remarks about malingering made to other staff;
- inappropriate practical jokes played on people;
- baiting or unreasonable teasing; and
- dismissive treatment.



7. Annual Shut Down.



This is the seventh in a series of fact sheets to assist CSIRO union members and Workplace Delegates to better understand and enforce our rights at work. The source of these rights is clause 64 of the new CSIRO Enterprise Agreement 2011-2014 (EA). Members are encouraged to read this clause in its entirety.

Know Your Rights

When does an annual shut down apply?

Where CSIRO determines at any site that it shall observe a Shut Down between Christmas Day and New Year's Day (clause 64b).

Do I have to be consulted?

Yes. The decision to implement a shut down shall be subject to consultation with affected officers and where they choose their representatives (including union workplace delegates and if necessary union officials) no less than three months before the proposed shut down period (64d).

Can I be directed to take leave for that period?

Yes. Officers directed to take leave may take recreation , flex or miscellaneous leave (as long as you are not on another form of leave) (64b). Most staff elect to use miscellaneous leave for this purpose.

What if I don't have enough leave credits to cover the shut down period?

Officers with insufficient leave credits at the time of shut down may exceed the normal 10 hour maximum flex debit, provided the excess debit is cleared within three months of the shut down (64c).

What if I'm directed to work during the annual shut down?

Where an officer is directed to work during the annual shut down they 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 (64e). This new provision is in the agreement following the issue being raised and advocated for by the Staff Association in negotiations.

8. Grievance Procedures



CSIRO Staff Association



The Know Your Rights series

This is the eighth in a series of fact sheets to assist CSIRO union members to better understand and enforce our rights at work. The source of these rights is the new CSIRO Enterprise Agreement 2011-2014 (EA). The reference for Grievance Procedures is Schedule 4. This fact sheet focuses on the formal stage of the grievance procedures. Members who have a grievance are encouraged to read the schedule in its entirety and contact their Staff Association delegate or organiser for assistance.

Know Your Rights

What is the objective of grievance procedures?

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

What can I lodge a grievance about?

You can lodge a grievance about a wide range of matters, including:

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

What can't I lodge a grievance about?

- salary/performance and development step decisions
- decisions to annul appointments during probation
- classification decisions
- redundancy
- workers compensation issues

For all of the above matters, either separate internal appeal mechanisms exist or the matters can be pursued through external bodies such as Fair Work Australia. Note that for matters that involve breaches of clauses of the EA itself, the notification of a formal dispute (under clause 87 of the EA) may be more appropriate than the lodgment of a grievance.

How can I be supported by the Staff Association?

Members are strongly encouraged to seek advice and assistance from their Staff Association delegate or organiser, including at an early stage to discuss the most appropriate course of action. Members can be represented by a delegate at meetings in the grievance process.

What are the steps in the formal grievance process?

Step 1 - A staff member can initiate the formal process by writing to the responsible Senior Manager (a Chief of Division or equivalent). If a Senior Manager is the subject of a complaint, or has already had involvement in the complaint, the request is forwarded to another appropriate Senior Manager.

Step 2 - The Senior Manager appoints an Independent Investigator and Administrator.

Step 3 - The Independent Investigator undertakes a formal investigation.

Please turn over...

Step 4 - The Independent Investigator prepares and submits a report to the Senior Manager addressing each of the staff member's areas of complaint and makes recommendations where appropriate. The Administrator provides a copy of the relevant sections of the report to all parties.

Step 5 - The Senior Manager:

- reviews the report and may request further information if necessary;
- accepts or varies the recommendations; and
- advises the staff member of any actions as a result of the investigation. Generally this should occur within one month of the receipt of the report from the Independent Investigator.

If the matter is resolved to the satisfaction of the staff member, the matter is closed. If not, the matter can be referred to the Chief Executive Officer for review (Step 6).

Step 6 - The matter can be referred to the CEO for review where:

- the Senior Manager did not accept or varied the recommendation/s of the Independent Investigator: or
- a party to the grievance believes the investigation was procedurally flawed.

The matter should be referred to the CEO within 28 days. The CEO's decision is final and should be communicated to all parties within one month of the date of request for review by the staff member.

Is there a time limit for the lodgment of grievances?

Yes. Currently a grievance will be considered if it is submitted in writing within three years of an alleged incident which forms the basis for the grievance. In exceptional circumstances, grievances may be considered outside this timeframe. This decision is made by the Independent Investigator.

From 1 January 2012, this time limit changes to 12 months:

Grievances will only be considered where they are submitted in writing within 12 months of an alleged incident. Where supporting evidence for a grievance extends beyond the 12 month period, this evidence shall be considered as part of the grievance. Consistent with current practice, in exceptional circumstances, grievances may be permitted outside this timeframe, as determined by the Independent Investigator.



9. Dispute Procedures.



This is the ninth in a series of fact sheets to assist CSIRO union members and Workplace Delegates to better understand and enforce our rights at work. The source of these rights is clause 87 of the new CSIRO Enterprise Agreement 2011-2014 (EA). Members are encouraged to read this clause in its entirety.

Know Your Rights

When can a dispute be notified?

If a dispute relates to:

- a matter arising under the agreement or
 - The National Employment Standards (clause 87a)
- it can be dealt with under the dispute procedures.

Although it is possible for individuals to notify disputes the great majority of notifications in CSIRO are from the Staff Association who are representing members. The Staff Association can represent members at any and all stages of this process.

What are the steps in the process?

Essentially it is a two step process. In the first instance, the parties must try to resolve the dispute at the workplace level, by discussions between the officer or officers and relevant supervisors and/or management (87c). If the officer/officers are union members they are normally represented by their union in these discussions.

If this is unsuccessful a party to the dispute (individual or union) may refer the matter to Fair Work Australia (FWA) (87d).

This streamlined process which has removed a number of bureaucratic steps from the previous procedures (under the 2008-2011 EA) and places increased importance on the matter being resolved at the workplace level.

If the dispute goes to FWA how will they deal with it?

Fair Work Australia may first attempt to resolve the dispute through such measures as mediation, conciliation, expressing an opinion or making a recommendation; and if unable to resolve the dispute may then:

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

Are the parties bound to accept FWA's decision?

Yes.

10. Travel



CSIRO Staff Association

The Know Your Rights series

This is the tenth in a series of fact sheets to assist CSIRO union members to better understand and enforce our rights at work. The source of these rights is the new CSIRO Enterprise Agreement 2011-2014 (EA). The reference for Travel is clause 33. Members are encouraged to read the schedule in its entirety.



Know Your Rights

Travel for work is work time.

Business related travel within the bandwidth is regarded as time on duty. 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 traveling will also be regarded as time on duty (33e).

Use of credit cards for meeting travel costs.

CSIRO credit cards are the normal means of meeting travel costs and it is expected that all significant travel related costs will be met using a credit card. Where a staff member has not been issued a credit card they shall have costs paid in advance where possible and may be provided with an advance representing estimated costs which must be reconciled at the end of the trip (33b and c).

Minor expense payment

A minor expense payment of \$15 per 24 hour period is available for domestic travel. The international rate is \$30 per 24 hour period. This payment is to cover minor expenses such as family related phone calls, street parking, tolls, minor fares and other items of a personal nature required by virtue of being away from home. If your minor expenses exceed this amount you may claim but receipts must be provided (33d).

Clothing reimbursement

CSIRO may reimburse staff for reasonable 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 such a claim once in any three year period. There is no limit on the amount that may be claimed (33f).

Motor Vehicle Allowances

Approval may be given for officers to use their private transport for official purposes where it is more efficient and/or less expensive for the organisation. In these cases the officer will be paid a per kilometre allowance based upon the engine capacity of the vehicle in accordance with the rates at clause 33g. These rates are adjusted to reflect Australian Taxation Office determined rates.

Where an officer entitled to receive Motor Vehicle Allowance is required to transport another person or persons whose fares would otherwise be met by CSIRO, or equipment weighing less than 100 kilograms which is the property of CSIRO, the officer is entitled to an additional payment in accordance with clause 33h.

Where, as a consequence of official use of their private vehicle, additional vehicle insurance or registration costs are incurred, the officer is entitled to an amount equal to the additional costs (33i).



11. Relocation



CSIRO Staff Association

This is the eleventh in a series of fact sheets to assist CSIRO union members better understand and enforce our rights at work. The source of these rights is contained at clause 83 of the new CSIRO Enterprise Agreement 2011-2014 (EA). These relocation entitlements have been included in the agreement as a result of advocacy by the Staff Association.

Know Your Rights

When relocation is being considered does consultation have to occur?

Yes. When either Inter or Intra-city relocation is being considered early and informal discussion will occur with officers and their representatives (workplace delegates) (clauses 83(a) and (f)).

If compulsory relocation is confirmed do I have to be given notice?

Yes. Formal written notice must be given of not less than three months in the case of intra-city relocation (83b) and not less than twelve months in the case of inter-city relocation (83g).

Are there processes in place to compensate for the cost and inconvenience of intra-city relocation?

Yes. For intra city relocation arrangements will be determined consultatively by the Business unit, officers and their representatives taking into account the circumstances of the move and the likely expense to impacted officers. This may include but is not limited to:

- Excess travelling time and fares
- Motor Vehicle allowance and/or
- Other costs associated with any individual's particular situation (83h).

What about inter-city relocation?

In the case of inter-city relocation the provisions that apply can include

- Familiarisation, pre transfer and post transfer visits
- Special Living Allowance
- Disturbance Allowance
- Leave
- Sale and Purchase of Houses Allowance
- Education Costs Allowance
- Fares and travelling expenses
- Other costs specific to any individual officer's particular situation; and
- Advances to cover other reimbursable expenses (83d).

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 (83e).



12. Accommodation changes



CSIRO Staff Association

This is the twelfth in a series of fact sheets to assist CSIRO union members better understand and enforce our rights at work. The source of these rights is contained at clause 84 of the new CSIRO Enterprise Agreement 2011-2014 (EA). These accommodation change rights have been included in the EA as a result of advocacy by the Staff Association in the enterprise bargaining campaign.

Know Your Rights

When accommodation changes are proposed by CSIRO, will consultation occur?

Yes. Where changes are proposed to the accommodation of groups of officers, including as part of proposed relocations, consultation will occur (clause 84 (b)).

Must CSIRO provide officers with suitable accommodation?

Yes. CSIRO will provide officers with accommodation suitable for their work role and function (84a).

What if officers do not agree that proposed accommodation is suitable for their role and function?

Then its important to get advice. Make sure you talk to your colleagues and your Staff Association delegate or organiser. Should agreement about the suitability of the proposed accommodation not be reached, the provisions of the dispute provisions of the agreement (clause 87) can be accessed. Refer to Know Your Rights fact sheet 9 (Dispute Procedures) for more information.

Do accommodation guidelines exist in CSIRO?

Accommodation guidelines (or standards) are contained within CSIRO policy. No matter what is outlined in CSIRO policy about accommodation, the provisions in the EA ensuring the suitability of accommodation for officers can be enforced.



13. Merit Promotion



CSIRO Staff Association

This is the thirteenth in a series of fact sheets to assist CSIRO union members better understand and enforce our rights at work. The source of these rights is contained at clause 40 of the new CSIRO Enterprise Agreement 2011-2014 (EA).

Know Your Rights

How does merit promotion work?

Merit promotion to a higher CSOF level shall be approved, where through the rewards assessment procedures (Clause 39), 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's work classification standards; and
- CSIRO requires the role to be performed at the higher level for the foreseeable future (Clause 40(a)).

Where can I access the work classification standards?

On the CSIRO Intranet under Human Resources Policies/Classification of Staff/CSIRO Classification System. The work classification standards are derived from the classification level descriptors in Schedule 6 of the EA and can only be changed with agreement of the Staff Association (Clause 14).

Over what period do I need to demonstrate a sustained record of achievement in order to be promoted?

Normally at least two years, but this is not mandatory. The minimum is one full performance cycle (12 months). There are myths at times in CSIRO that two years is absolutely required, but this is not correct. Where the period is less than two years, in order to be successful, the promotion case must clearly address the officer's capacity to sustain that level of performance beyond the period being assessed (Clause 40 (b)).

Do I have to be on the maximum performance and development step of my CSOF level to be promoted?

No (Clause 40 (c)). You can submit a promotion case from any classification point.

If my promotion is denied because the role is 'not to be performed at the higher level for the foreseeable future', what occurs?

In this circumstance, an officer will be advised in writing of the functions and activities that are no longer required to be performed and the work objectives set through the officer's APA will be adjusted to reflect this advice (Clause 40(d)).

Does merit promotion vary for CSOF Level 7 and above officers?

Yes, but only for CSOF Level 7 and above officers who have been promoted or appointed from 3 December 2008 onwards. Clause 41 of the EA has specific provisions that apply to these officers.

Is a 'term promotion' different to merit promotion?

Yes. In particular circumstances where CSIRO requires a role to be performed at a higher level, but only for a limited period (not the foreseeable future), an officer may be offered a 'term promotion'. Contact your Staff Association delegate or organiser for advice and assistance in this circumstance.



14. Classification Appeals



This is the fourteenth in a series of fact sheets to assist CSIRO union members better understand and enforce our rights at work. The source of these rights is contained at clause 40 of the new CSIRO Enterprise Agreement 2011-2014 (EA). These entitlements and processes have been included in the agreement as a result of advocacy by the Staff Association.

What are the eligibility and grounds for a classification appeal?

To be eligible to lodge an appeal you must be:

- A current CSIRO officer
- Seeking a classification within the CSOF 1-6 range; or
- At the CSOF 7 or 8 level in the Research Scientist, Research Engineer or Research Consulting functional area.

You may appeal where:

- The delegate declines to approve a reclassification;
- The officer's immediate supervisor declines to submit the case for reclassification in the reward review process.

How much time do I have to lodge an appeal and supporting documentation?

You have 28 days to lodge an appeal from the date that you are advised that your case has been unsuccessful or receive advice that your case will not be submitted to the reward review committee.

Is there an informal reconsideration (appeal) option?

Yes. 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 prior to the conclusion of the informal review.

What is the formal Reclassification Appeal Process?

Formal appeals will be considered by a reclassification appeal committee. The officer has an opportunity to address the committee. The committee then provides a report and recommendations to the Business Unit Leader who reviews the report, makes a decision and informs the parties in writing of the outcome within 14 days.



15. Market Related Employment



This is the fifteenth in a series of fact sheets to assist CSIRO union members better understand and enforce our rights at work. The source of these rights is contained at clause 11 of the new CSIRO Enterprise Agreement 2011-2014 (EA).

Know Your Rights

Under what circumstances may a Market Related Employment Arrangement (MREA) be offered?

CSIRO may, at its discretion, offer supplementary remuneration for a specified period to an officer where:

- An officer who would otherwise be classified at level 5.1 or above possesses skills or capabilities that are in high market demand (clause 11a).

What happens at the conclusion of a MREA?

Where an officer is to continue in employment at the conclusion of a MREA they will revert to the standard conditions applicable to their classification (11b).

What about if I'm currently on a MREA made under a previous EA?

Where a MREA has been made prior to the commencement of this agreement it will continue to operate until the nominated expiry date in the arrangement (11d).

What happens if I have a dispute about the application of my MREA?

Any such disputes will be resolved in accordance with the dispute procedures contained at clause 87 of the EA (11c)(see Know Your Rights number 9) . Members who have concerns about the application of their MREA should contact their Workplace Delegate or Organiser immediately for advice.



16. Miscellaneous Leave



CSIRO Staff Association

This is the sixteenth in a series of fact sheets to assist CSIRO union members better understand and enforce our rights at work. The source of these rights is contained at clause 65 of the new CSIRO Enterprise Agreement 2011-2014 (EA).

What is my Miscellaneous leave entitlement?

Miscellaneous leave accrues at the rate of four days per year to a maximum of 15 days (17 for Alice Springs). The entitlement for part-time officers is calculated on a pro-rata basis (clause 65a).

What is the purpose of Miscellaneous leave?

Miscellaneous leave is to provide flexibility to meet an officer's personal circumstances (65a). The granting of such leave is subject to the supervisor's discretion (65b) however a supervisor should not unreasonably refuse an application and must provide reasons (65c). CSIRO may require documentary evidence to support the request for leave (65d).

What are some examples of circumstances where it would be appropriate to have paid Miscellaneous Leave granted?

- Annual shut down (except where the officer is already on another form of leave)
- Moving from the officer's normal place of residence
- Emergency household matters/repairs
- Emergency services activities
- Remaining at home during flood, bushfire emergencies etc;
- Attending the birth of the officer's partner
- Attending to cultural or religious obligations including NAIDOC day and observance of religious holidays which are not formally declared by CSIRO as public holidays
- Assisting/chaperoning partners, dependants, extended family members or close friends with legal or other personal matters (not covered by carer's leave)
- Participation in unpaid voluntary and/or community work with public benevolent institutions providing overseas and local aid
- Attending court as a witness in a private capacity
- Attending as a participant in international sporting events (65c)

Does Miscellaneous Leave cover compassionate leave?

No. Compassionate leave entitlements are separate and can be found at clause 66 of the EA (65e).

What should I do if I believe that I have unreasonably been refused Miscellaneous leave?

If you are a Staff Association member you can contact your Workplace Delegate or Organiser immediately for advice, and if necessary, representation.



17. Post-doctoral Fellows: 'Post docs'



CSIRO Staff Association

This is the seventeenth in a series of fact sheets to assist CSIRO union members better understand and enforce our rights at work. The source of these rights is contained at Clause 3 of Schedule 2 of the new CSIRO Enterprise Agreement 2011-2014 (EA). These rights have been achieved through sustained advocacy by Post docs and researchers in the Staff Association, and we encourage continued participation to advance the work environment for Post docs and early career researchers.

Why does CSIRO offer Post-doctoral Fellowships?

The *Science and Industry Research Act 1949* requires CSIRO to develop scientists, including in training Post docs. A Post-doctoral Fellowship is intended to enhance a person's research capability so that they are better able to pursue a career in science, either within CSIRO or beyond, as well as:

- providing early career scientists with skills and experience to develop capability for the nation;
- assisting universities to produce a pool of potential employees;
- refreshing and adding value to CSIRO's research activities (through original insights, new knowledge and/or techniques); and
- identifying and recruiting potential science leaders.

What special conditions of employment apply to Post docs?

- Post docs are employed on a maximum 3 year term, but in some circumstances, can be offered a further term of up to 3 years. The total period of relevant work experience of a Post doc cannot exceed 6 years following confirmation of their doctorate.
- Post docs must complete a training and development (T&D) plan, no later than one month after commencement of their term. The T&D plan assists Post docs to develop capabilities to those expected of an independent researcher, and should provide opportunities to apply those capabilities in their work at CSIRO.
- The T&D 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 Post doc).

How do Post docs progress through CSOF Levels?

- Post docs are appointed at a minimum CSOF Level 4.2. However, they may be appointed at CSOF Level 4.1, until their doctorate has been confirmed. Post docs advance through performance and development steps as part of the APA process.
- If a Post doc has demonstrated CSOF Level 5 capabilities in prior Post-doctoral work experience and CSIRO determines there is scope to upgrade the role specification, a Post doc may be appointed at CSOF Level 5.
- Where consecutive Post-doctoral 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.



18. Redeployment



CSIRO Staff Association

This is the eighteenth in a series of fact sheets to assist CSIRO union members better understand and enforce our rights at work. The source of these rights is contained in the new CSIRO Enterprise Agreement 2011-2014 (EA) at schedule 3. This Know Your Rights should be read in conjunction with KYR 19. Retrenchment.

Know Your Rights

When do I have a right to redeployment?

You have a right to redeployment if CSIRO deems that you are potentially redundant. You do not have redeployment rights under the agreement if you are on probation, a casual employee, or have been appointed for a specified term (Clause 1). There are separate redeployment provisions for term employees contained at schedule 2 of the agreement (see Know Your Rights no. 20).

What are legitimate reasons for making an officer potentially redundant?

An officer can be deemed potentially redundant if:

- 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;
- the services of the officer cannot be effectively used because of technological, structural or other changes in the nature, extent or organisation of the functions of CSIRO; or
- the duties of the officer are to be performed in a different city and the officer is not willing to perform duties at that city (2).

What is Voluntary Redundancy Substitution and how does it work?

Voluntary Redundancy Substitution (VRS) is where no suitable redeployment opportunities are identified an officer who is potentially redundant exchanges positions with another officer who will not contest redundancy.

CSIRO will, on an annual basis, make all officers aware of the option of being listed on a

VRS register. CSIRO will not refuse an officer's election to be placed on the register. In addition when organisational change or restructuring is occurring officers will be advised of the opportunity for VRS.

Substitution will however only be approved where CSIRO determines that the skills of both individuals are a close match and there will be no adverse impact to ongoing work requirements (4).

How are individual officers identified from a group?

After VRS has been considered, in any situation where the number of roles available is fewer than the number of officers the following process will be adopted:

- The responsible line manager will use available information to assess each officer against the organisational requirements for the role/s
- The principles of procedural fairness will be applied
- The officer will not be required to make an application for their existing role but may provide information to the responsible line manager if they choose.
- The line manager will make a decision and the officer will be advised. Where it is determined that there is no ongoing requirement for the officer's skills they will be advised that they are potentially redundant and provided with the information overleaf.

What information must CSIRO provide to potentially redundant officers?

CSIRO management is bound to provide potentially redundant officers with comprehensive information concerning redundancy procedures and available assistance. Information which must be provided includes:

- details of the circumstances which gave 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 (this is very important. Its not good enough for a business unit to simply state there are no redeployment prospects at a particular time)
- 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 (6a).

Do potentially redundant officers have the right to be represented by a staff representative?

Yes. If an officer is a member of the Staff Association, they are entitled to representation (Section 3c).

Does the Staff Association get advised of potential redundancies?

Yes, if more than 10 officers are affected or if a potentially redundant officer requests the involvement of a staff representative (3a & 6b).

What is the redeployment process?

CSIRO must 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 8 weeks or a shorter period may be agreed between CSIRO and the officer (7a).

A position will be considered to be a suitable opportunity if the officer meets all the essential selection criteria immediately or could reasonably be expected to do so after a reasonable period of retraining (up to six months in the case of ongoing vacancies) (7b).

Where an officer accepts redeployment to a position of lower substantive classification payment will be made at the rate necessary to bring their salary up to the salary received immediately before the date of redeployment for:

- In the case of officers who have twenty or more years of service 14 months; or
- 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 (7c).

What are my retrenchment benefits?

See Know Your Rights no. 19 Retrenchment.

19. Retrenchment



CSIRO Staff Association



This is the nineteenth in a series of fact sheets to assist CSIRO union members better understand and enforce our rights at work. The source of these rights is contained in the new CSIRO Enterprise Agreement 2011-2014 (EA) at schedule 3. This Know Your Rights should be read in conjunction with number 18. Redeployment.

Know Your Rights

What is the retrenchment process?

As outlined in Know Your Rights No.18 - Redeployment, CSIRO is obligated to consider Voluntary Redundancy Substitution and seek redeployment for potentially redundant officers. Where there are no apparent redeployment opportunities and redundancy is to proceed, the officer will first be advised in writing (the “formal advice”). This notification will detail the various options in terms of the timing of termination and the relevant benefits.

This notification shall provide formal notice of five weeks (or nine weeks in the case of officers over 67) which will commence 4 weeks from the date of the formal written notification (clause 8a).

- 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. CSIRO will also fund one visit to a mutually agreed financial advisor(8d).

“Fast track” redundancy.

- If an officer does not contest redundancy and agrees to a termination date that is within 10 working days of the receipt of formal advice the officer shall be paid the equivalent of 8 weeks pay in addition to their termination benefit (lump sum or income maintenance payments). This is known as the “fast track” option. During the ten day period officers who “fast track” must also provide formal advice as to their preferred termination benefit option (lump sum or income maintenance)(8b).

“Slow track” redundancy.

- Officers who choose to “slow track” and remain in CSIRO beyond the 10 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.

• During the notice period the officer will continue to be eligible for redeployment within CSIRO. Employment will end at the completion of the notice period if the officer remains excess to CSIRO’s requirements. 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 suitability for the position has been determined.



20. Term Employment



CSIRO Staff Association

This is the twentieth in a series of fact sheets to assist CSIRO union members better understand and enforce our rights at work. The source of these rights is contained in the new CSIRO Enterprise Agreement 2011-2014 (EA) at schedule 2.

Know Your Rights

What is the standard form of employment in CSIRO?

Indefinite employment (tenure) is the standard form of employment for CSIRO officers (Clause 1(a))

Are there any specific categories of employment for which term employment must be used?

Yes. Where appointment is as a designated Post-doctoral Fellow for which a training/development program has been devised or where appointment is as a designated trainee in a bona fide apprenticeship scheme or a government sponsored employment and training scheme (1(d)).

Are there specified conditions for Post-doctoral Fellows?

Yes. These are contained at Clause 3 of Schedule 2 of the agreement and more information can be found in Know Your Rights no.17 Post Docs.

Under what other circumstances may CSIRO appoint an officer for a specified term?

CSIRO may appoint an officer for a specified term in the following circumstances: where the appointment is to cover the temporary absence of another officer; where the appointment is clearly of a limited term nature in that the work:

- has specifically designed objectives related to the period of the term; and
- requires skills which cannot be provided by existing employees or requires the commitment of resources beyond the capacity of the existing number of indefinite staff; and
- on the balance of probabilities, after the work is completed there will be no ongoing need for the skills being sought or there will be sufficient competent indefinite staff available to satisfy the requirements of ongoing existing and foreseeable funded activities.

to cope with seasonal periods of peak load;

- where CSIRO wishes to employ a recognised specialist in a field for a short period;
- where an external appointment is made to a management position;
- where a specified term appointment is preferred by the appointee and this is acceptable to CSIRO; and
- where an officer requests access to transition to retirement arrangements (1(b)).

There will be no link between the funding source (e.g. external funding for a project) and the decision to appoint a person on a term (1(c)).

What is the duration of specified term employment?

The duration of specified term employment can vary subject to the following:

- for Post-doctoral Fellows the term must not exceed 3 years (2(a));
- for all other officers, no single term of term employment shall exceed 5 years

However, CSIRO must conduct tenure reviews if it seeks to employ officers on single or multiple terms beyond 4 years (in the first instance) and then beyond 7 years (see over-leaf).

Can term officers be considered for indefinite employment?

Yes, in the following circumstances:

- they are candidates for externally advertised positions; or
- they were originally recruited through a competitive selection process and are candidates for internally advertised positions or
- in the opinion of CSIRO it is desirable to offer indefinite employment without a position being advertised.

When does my term tenure employment status need to be reviewed?

Under Clause 9 of Schedule 2 of the agreement CSIRO must review within 3 months of the 4 year and 7 year term employment point whether further employment is appropriate and whether it will be offered on a term or indefinite basis. The details of this process are set out under this Clause.

Do term employees have particular rights specified in Schedule 2 of the agreement?

Yes. Specified term employees are entitled to 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 3 months
- eligible for performance rewards on the same basis as an indefinite officer
- exempt from a further probation period (subject to certain conditions)
- eligible for applicable relocation entitlements (subject to certain conditions) (Clause 5(a))
- paid a separation payment on completion of a period of term employment if CSIRO does not offer further employment (Clause 6 of Schedule 2 of the agreement).

What about if CSIRO terminates my specified term employment?

When CSIRO terminates an officer's employment prior to the completion of a specified term (except if it is due to inefficiency or misconduct) the officer shall:

- be given two weeks notice of early termination
- be given access to redeployment
- be entitled to the applicable separation payment and
- in respect of the period of service terminated, be able to negotiate compensation.

Do I have access to redeployment if I am a fixed term officer?

Yes providing that:

- you were appointed following a competitive recruitment process; and
- have at least 4 years aggregate employment, provided that no breaks between periods of service exceeds 6 months.

Consideration of any outplacement benefit will be at CSIRO's discretion.

Can I join the Staff Association if I am a term employee?

Absolutely! The Staff Association has run a number of successful campaigns on behalf of specified term employees and offers a lot of support and expertise to members on specified terms.

21. Equity and Diversity



CSIRO Staff Association



This is the twenty-first in a series of fact sheets to assist CSIRO union members better understand and enforce our rights at work. The source of these rights is contained in the new CSIRO Enterprise Agreement 2011-2014 (EA) and relevant legislation.

Know Your Rights

Does the EA commit CSIRO, its staff and unions to preventing and eliminating discrimination at CSIRO?

Yes. Clause 10b of the EA states ‘The parties and officers bound by this Agreement will seek to prevent and eliminate unlawful 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.’

Which other parts of the EA relate to Equity and Diversity?

The following clauses in the EA contain provisions which either acknowledge and support diversity or provide mechanisms to promote equity in the workplace.

- Clause 51 Indigenous Employment Strategy
- Clause 55 Equity and Diversity Officers
- Clause 58 Freedom of Association
- Clause 65 Miscellaneous Leave
- Clause 66 Compassionate Leave
- Clause 69 Parental Leave (paid)
- Clause 70 Parental Leave (unpaid)
- Clause 73 Sick and Carers Leave
- Clause 75 Part-time/Job share arrangements
- Clause 76 Return from lengthy absences
- Clause 77 Childcare
- Clause 78 Facilities for nursing mothers
- Clause 82 Phased retirement of mature aged staff

What can I do if I witness discrimination in the workplace or feel I am being discriminated against?

Get advice immediately. Your Equity and Diversity Officer or Staff Association Delegate (if you are a union member) can assist. Your Staff Association Organiser or State/Federal Human Rights Commission can also provide confidential advice to support you.

What formal processes are available to address discrimination in the workplace?

There are a range of processes which can be accessed depending on the circumstances. These include a dispute under the EA, a grievance (although this process does not provide for independent review) or referral and conciliation through a State/Federal Human Rights Commission.



22. Flexible Working Hours (Flextime Scheme)



This is the twenty-second in a series of fact sheets to assist CSIRO union members better understand and enforce our rights at work. The source of these rights is contained in the new CSIRO Enterprise Agreement 2011-2014 (EA).

Know Your Rights

Which part of the EA covers Flexible Working Hours?

Clause 80 covers flexible working hours/flextime scheme. Staff are strongly encouraged to read this Clause in full. This Know Your Rights fact sheet deals with the flextime scheme for full-time staff. The provisions for part-time staff will be covered in a future Know Your Rights fact sheet.

What are my Hours of Duty?

Full-time staff must average 73 hours and 30 minutes a fortnight (Clause 80e).

Am I required to record my attendance to access flextime?

To access formal flextime provisions, staff at CSOF Levels 1 to 4 are required to record daily attendance, unless offered exemption from this requirement by the Delegate (e.g. Chief). Staff at CSOF Level 5 and above are exempt from formal flextime provisions and recording attendance, but can access informal flexible attendance arrangements when agreed with their line manager (Clauses 80a and c).

Do formal flextime provisions apply to all staff at CSOF Levels 1 to 4?

No. They do not apply to shift workers or casual staff. Access to flextime provisions are also subject to operational requirements, but are standard practice at CSIRO and expected to apply in most situations (Clause 80b).

What are 'Attendance bandwidth', 'Core time', 'Flexible periods' and 'Standard hours'?

The 'Attendance bandwidth' is a span of hours of ten hours duration between the hours of 6am and 6pm Monday to Friday. The bandwidth along with standard hours, core time, flexible periods and lunch period, can vary from site to site and between different categories of staff. Any change to the bandwidth must occur in consultation with staff and the Staff Association.

Within the bandwidth, a period of not more than four hours will be designated as 'Core time' during which attendance is mandatory unless leave or flex leave is approved. Core time can comprise one or two time blocks.

The time outside the core time, but within the bandwidth is deemed to be 'Flexible periods' and individual staff have the scope to vary their attendance pattern within these hours, subject to work requirements.

'Standard hours' is a fixed period within the bandwidth of 7 hours 21 minutes plus at least 30 minutes for lunch. In practice, for most staff, standard hours are used as the hours to be entered when taking leave (Clause 80d).

Please turn over...

What is the entitlement to accrue and use flex credits?

Flex credit is the time worked in excess of 7 hours and 21 minutes each day 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 a line manager. A maximum of 60 hours flex credit may be accrued in total (Clause 80f).

If a staff member applies to access their leave credit, the onus is on CSIRO to approve the leave, but if refused, there is a maximum of 3 months to provide an opportunity for the leave to be taken.

What is the entitlement to accrue flex debit?

Flex debit is the time worked short of 7 hours 21 minutes each day within the bandwidth. The maximum allowable flex debit at the completion of any pay fortnight is 10 hours. Any debits in excess of 10 hours at the end of any pay fortnight period must be covered by submission of a leave application (Clauses 80f and h).

Is travel within and outside the bandwidth both regarded as work?

Yes. Business related travel within the bandwidth is regarded as time on duty for the purposes of flex credit accrual (Clause 80j) or accessing informal flexible attendance arrangements. Travel outside the bandwidth, when approved by a line manager, is also regarded as time on duty (Clause 33e).

Authorised by Sam Popovski, Secretary, CSIRO Staff Association, November 2011.



23. Casual Employment



CSIRO Staff Association

This is the twenty-third in a series of fact sheets to assist CSIRO union members better understand and enforce our rights at work. The source of these rights is contained in the new CSIRO Enterprise Agreement 2011-2014 (EA) and relevant legislation.

Which part of the EA covers casual employment?

The key section of the EA which covers casual employment is Clause 15.

How is a casual officer defined and how are they normally employed?

A 'casual officer' is a person employed by the hour and paid on an hourly basis to cover genuine temporary need (Clause 15a). Casuals are normally employed for a maximum of 662 hours (approximately 18 weeks) in any 12 month period.

Can a casual officer be employed for more than 662 hours in any 12 month period?

Yes, in some circumstances, but only after prior consultation with a representative in the relevant work area (a workplace delegate), or where officers choose, their union office (Clause 15f).

Do casual officers receive a loading in lieu of paid leave/holidays etc?

Yes. Casual officers are paid for work performed inside the bandwidth at an hourly rate based on the appropriate CSIRO classification level. In calculating the hourly rate, a 25% loading is paid to officers, in recognition that casuals do not have access to certain entitlements, including:

- paid leave (except long service leave);
- paid public holidays; and
- allowances, unless otherwise provided for elsewhere in the EA (Clause 15b-d).

What happens when casual officers work outside the bandwidth (overtime)?

In these situations, casual officers are paid their hourly rate (exclusive of the 25% loading), plus a penalty rate of:

- 35% for work Monday to Friday; and
- 100% for work on Saturday, Sunday or a public holiday (Clause 15e).

Can a casual officer be directed to leave work when there is insufficient work to do?

Yes, however the casual officer will receive payment for all of the previously agreed hours of work for that day.

Can a casual officer's employment be terminated at any time?

Yes, however the casual officer will be paid for the previously agreed hours of work on the day she/he is advised of the termination of employment.

Can casual officers join the Staff Association?

Yes. The Staff Association can provide expert advice and support to casual officers, at any stage of their employment with CSIRO



24. Overtime



CSIRO Staff Association

This is the twenty-fourth in a series of fact sheets to assist CSIRO union members better understand and enforce our rights at work. The source of these rights is contained in the new CSIRO Enterprise Agreement 2011-2014 (EA).

Know Your Rights

Where is overtime covered in the EA?

Clause 24. This fact sheet refers to the main overtime entitlements, but members are encouraged to read the full clause.

What are the preconditions for the payment of overtime?

Payment of claims for overtime shall only be made if the overtime is authorised by CSIRO (Clause 24b).

Can an officer be required to work overtime?

Yes. An officer can be required to complete work outside the usual hours of duty, wherever it is necessary to bring up arrears of work or to meet pressure of business. However, the requirement to work overtime must be deemed to be reasonable (Clause 24a).

Who is not entitled to overtime?

- Officers whose salary (including any allowance in the nature of salary) is greater than the maximum salary for CSOF Level 4 (CSOF 4 Max);
- 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 (Clause 24c)

What are the overtime hourly rates of pay?

- Single time for overtime performed inside the bandwidth (for a definition of the attendance bandwidth, see Know Your Rights No. 22 Flexible Working Hours);
- Time and a half for overtime worked Monday to Friday outside the bandwidth;
- 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, in addition to payment for the public holiday (Clause 24f).

What allowances are included in salary for the purpose of overtime calculation?

- Enhanced responsibility allowance;
- Superior performance rating (premium step);
- Overpaid allowance; and
- AAHL site allowance (Clause 24e).

What is the minimum overtime payment for a weekend or public holiday?

The minimum payment shall be four hours at the prescribed overtime rate, except where the officer is in a restriction situation as specified in clause 27 of the EA (Clause 24h).

Please turn over...

Is there a minimum break between periods of work?

Yes. If an officer is eligible to receive overtime payments, the minimum break between ceasing ordinary duty on one day and commencing the next period of ordinary duty is 10 hours. 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 is taken, without loss of pay (Clause 24k).

Can an officer be directed to resume duty without a minimum break?

Yes. However, in these circumstances an officer will be paid at the double time rate from the resumption of ordinary duty until released from duty, at which time an officer is entitled to be absent for a continuous period of 10 hours without loss of pay (Clause 24k). Notwithstanding this provision, CSIRO has an overriding duty of care in regards to the health and safety of officers who are directed to resume duty.

Is a meal allowance paid if an officer works overtime?

Yes. A meal allowance of \$25.80 is payable where an officer (including a casual officer) works overtime and duty commences prior to a meal period and concludes after the meal period. The meal allowance amount is adjusted annually in accordance with the official rate determined by the Australian Taxation Office. The standard meal periods are:

7.00am - 9.00am; 12.00pm - 2.00pm; 6.00pm-7.00pm; 12.00am - 1.00am (Clause 24m).

Can an officer take time off in lieu of overtime?

Yes. If agreed, an officer may convert an entire overtime period to an equivalent period of time off in lieu (Clause 24j).

As a member, what if I have a question about overtime?

Your Staff Association delegate or organiser can provide advice and assistance.



25. Shift Work



CSIRO Staff Association

This is the twenty-fifth in a series of fact sheets to assist CSIRO union members better understand and enforce our rights at work. The source of these rights is contained in the new CSIRO Enterprise Agreement 2011-2014 (EA).

Know Your Rights

Who is eligible for shift duty and what are the penalty rates?

Shift duty payments apply to an officer who is rostered to perform and performs ordinary duty in the following circumstances (Clause 28b):

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%

Impact of penalty rate payments and shift duty on overtime payments, allowances, recreation leave and holidays.

The penalty rates outlined above are not taken into account in the calculation of overtime or in the determination of any allowance based upon salary (Clause 28c).

Where an officer performing shift duty works overtime on a Saturday, the officer shall be paid an additional 100% of ordinary rates of pay, provided that the overtime is not continuous with ordinary duty. The minimum overtime payment shall be 4 hours (Clause 28d).

When on recreation leave, an officer who has normally been in receipt of penalty payments, will be paid inclusive of the penalty rate (Clause 28e).

Enhanced responsibilities allowance shall be regarded as salary for the purpose of calculating shift duty payments (Clause 28f).

If an officer works a rotating roster and a working day falls on a holiday, the officer will receive a day in lieu or if it's not practicable to take the day in lieu within a month, it may be paid out (Clause 28g).



26. Recreation Leave



CSIRO Staff Association

This is No. 26 (of 28) in a series of fact sheets to assist CSIRO union members better understand and enforce our rights at work. The source of these rights is contained at Clause 74 of the new CSIRO Enterprise Agreement 2011-2014 (EA). Members are encouraged to read this clause in its entirety.

Know Your Rights

What is the Recreation Leave entitlement?

Recreation leave accrues at the rate of one and 2/3 days per month for standard duty. The entitlement for part-time officers is calculated on a pro-rata basis (Clause 74a). Recreation leave is cumulative (Clause 74f). 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 (Clause 74g).

Can an officer cash out some Recreation Leave?

Yes, but only according to the following conditions:

- 5 days only can be cashed out per year (or the equivalent for part-time officers);
- A block of recreation leave of at least 10 days must have been taken in the preceding 12 months prior to the date of application;
- A balance of recreation leave of at least 20 days (or the equivalent for part-time officers) must be remaining, following the cash out;
- An application to cash out leave may only be made during the period 1st to 31st of March of each year; and
- Payment of any leave cashed out will include relevant allowances (Clause 74k).

Can an officer be required to take Recreation Leave?

Yes, but only if particular circumstances apply:

- Where an officer has on 1 January or 1 July, a recreation leave credit of 45 days or more (50 days 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 specified number of days will be equivalent to 10/45 (rounded to the nearest whole day) of the recreation leave credit at the notice date (Clause 74h).
- If an officer fails to take the required leave specified in the direction within three months (by 1 April or 1 October respectively), salary will not be paid for the recreation leave period. Instead, the officer will be provided with paid recreation leave during the period. Note, officers are not to attend work during periods of recreation leave (Clause 74i).

Which categories of officers accrue additional recreation leave?

- Shift workers who are regularly rostered for Sunday and holiday duty shall be entitled to an additional 7 consecutive days;
- Officers in remote localities (refer to Clause 31 of EA);
- Officers entitled to AAHL disability leave (refer to Clause 32 of EA);
- Caretakers who are required to remain in residence on a public holiday receive an extra day for each holiday, up to a maximum of five days per year (Clause 74d).

What if I have questions about my leave, including over December and January?

As a Staff Association member, you can contact your Staff Association Delegate or Organiser at anytime.



27. Probation



CSIRO Staff Association

This is No. 27 (of 28) in a series of fact sheets to assist CSIRO union members better understand and enforce our rights at work. The source of these rights is contained in the CSIRO Enterprise Agreement 2011-2014 (EA) and relevant legislation, including the Fair Work Act.

Know Your Rights

What is the probation period?

The probation period for new staff is normally 6 months. The period can be less, but can not be more than 6 months, as this is the maximum prescribed by the Fair Work Act. The effect of probation is that officers have no right to unfair dismissal if employment is annulled during the 6 month period, except in unusual circumstances.

How is probation reviewed?

Probation reviews are to occur at regular intervals (usually at the 3 month and the 5 month period for officers on 6 months' probation) accordingly to the following process:

- at each review period, 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 (e.g. Chief of Division) immediately, and not delayed until the end of the normal probationary period (EA Schedule 4, Paragraph 2(b)).

Can a grievance be lodged about the probation process?

Yes, but it is limited to challenging the procedural aspects of the probation process outlined above. It can be lodged at any time during the probation period, but in the event that an officer is formally advised in writing that annulment is being considered, it must be lodged within 5 working days of receipt of the advice (EA Schedule 4, Paragraph 2(b)).

How can I get more information or raise concerns about probation?

As a Staff Association member, you are able to contact your workplace delegate or organiser for professional support and advice.

28. Part-time employment



CSIRO Staff Association



This is the twenty-eighth (and last) in a series of fact sheets to assist CSIRO union members better understand and enforce our rights at work. The source of these rights is contained in the new CSIRO Enterprise Agreement 2011-2014 (EA).

Where are the rights for part-time officers contained?

There are a number of sections of the EA as well as CSIRO policy which pertain to part-time officers, but the key EA Clause is No. 75 (Part-Time/Job Share Arrangements).

How is a part-time officer defined?

A part-time officer is a staff member who works less than 36 $\frac{3}{4}$ hours a week; has specified hours of work; and receives pro-rata pay and conditions relative to full time officers of equivalent classification (Clause 75a).

How are part-time working arrangements commenced?

By an officer and relevant CSIRO manager agreeing in writing on a regular pattern of work, including the hours to be worked each day; which days of the week are to be worked; starting and finishing times for each day; and whether or not the part-time work is for a specified period and if so, for how long (Clause 75b).

Can an officer be required to agree to part-time work?

No. Clause 75b states that no pressure can be applied to full-time staff to go part-time or to transfer to make way for part-time work. If CSIRO no longer requires work to be performed on a full-time basis, the redeployment and redundancy provisions of the EA apply.

How can part-time arrangements be varied?

By agreement and in writing between an officer and the relevant manager (Clause 75c).

Can an officer initiate a part-time or job share work proposal?

Yes. Officer initiated proposals for part time work must be considered promptly and with due consideration given to the reasons put forward. Consideration of the proposal is however subject to operational requirements. Any rejection of a part-time or job share proposal must be justified in writing (Clause 75e).

Can officers returning from maternity leave access part-time work?

Yes. A proposal for part-time work from an officer returning from maternity leave should be approved unless there are strong reasons for not doing so. Having an operational need for the role to be performed full-time is not an acceptable reason, of itself, to reject a part-time proposal (Clause 75e).

Can a part-time officer work overtime?

Yes, but only in particular circumstances where the overtime is authorised in accordance with Clause 24 (Overtime).

Does a part-time officer have a right to revert to full-time?

Yes. Where a part-time arrangement is for a specified period, an officer will revert to full-time at the expiry of the specified period, unless there is agreement to the arrangement continuing or being varied. Where the part-time arrangement is not for a specified period, an officer may notify CSIRO of their wish to revert and CSIRO will revert the officer to full-time status as soon as practicable (Clause 75f).