

# **CSIRO ENTERPRISE AGREEMENT 2016 - 2020**





# Contents

<b>PART A. TECHNICAL MATTERS .....</b>	<b>1</b>
1. TITLE .....	1
2. DATE OF OPERATION AND DURATION .....	1
3. PARTIES COVERED.....	1
4. DEFINITIONS .....	1
5. POLICIES, STANDARDS AND PROCEDURES.....	2
<b>PART B. APPOINTMENT AND EMPLOYMENT .....</b>	<b>2</b>
6. TYPES OF EMPLOYMENT .....	2
7. CASUAL EMPLOYMENT .....	2
8. HOURS OF WORK.....	3
9. INDIVIDUAL FLEXIBILITY ARRANGEMENTS.....	3
10. TERMINATION OF EMPLOYMENT.....	4
11. MARKET RELATED EMPLOYMENT .....	5
12. WORK CLASSIFICATION STANDARDS.....	5
13. MEDICAL ASSESSMENTS.....	5
<b>PART C. REMUNERATION AND ALLOWANCES .....</b>	<b>5</b>
14. RATES OF PAY.....	5
15. RECOVERY OF OVERPAYMENTS .....	6
16. APPRENTICESHIPS AND TRAINEESHIPS.....	7
17. SUPERANNUATION .....	8
18. OVERTIME .....	8
19. ENHANCED RESPONSIBILITIES ALLOWANCE (ERA).....	10
20. FIRST AID ALLOWANCE .....	10
21. RESTRICTION DUTY.....	11
22. SHIFT DUTY.....	13
23. DIVING ALLOWANCE.....	13
24. FIELD WORK .....	14
25. REMOTE LOCALITIES CONDITIONS.....	14
26. AUSTRALIAN ANIMAL HEALTH LABORATORY (AAHL).....	16
27. DUTY AT SEA .....	17
28. MOTOR VEHICLE ALLOWANCE .....	18
29. EXCESS TRAVELLING TIME .....	18
30. SUPPORTED WAGE SYSTEM .....	19
<b>PART D. CAREER DEVELOPMENT, PERFORMANCE AND REWARDS .....</b>	<b>21</b>
31. ANNUAL PERFORMANCE AGREEMENT (APA).....	21
32. CAREER MANAGEMENT, LEARNING AND DEVELOPMENT .....	22
33. MERIT PROMOTION .....	22
34. APPOINTMENT, MERIT PROMOTION AND ADVANCEMENT – CSOF LEVEL 7 AND ABOVE .....	22
35. SUPERIOR PERFORMANCE RATING .....	22
36. CASH AND NON-CASH REWARDS .....	23
37. ASSISTANCE WITH STUDIES .....	23
38. MANAGEMENT OF UNDERPERFORMANCE .....	23
<b>PART E. CONSULTATION .....</b>	<b>23</b>
39. CONSULTATION.....	23
<b>PART F. PUBLIC HOLIDAYS AND LEAVE.....</b>	<b>25</b>
40. PUBLIC HOLIDAYS.....	25

41. DEFENCE LEAVE .....	26
42. ANNUAL SHUT DOWN .....	26
43. MISCELLANEOUS LEAVE.....	27
44. COMPASSIONATE LEAVE.....	27
45. JURY LEAVE .....	27
46. MATERNITY LEAVE .....	28
47. PARENTAL LEAVE (PAID) .....	28
48. PARENTAL LEAVE (UNPAID) .....	29
49. LEAVE WITHOUT PAY .....	29
50. SICK AND CARER'S LEAVE .....	30
51. RECREATION LEAVE.....	31
<b>PART G. BALANCING WORK AND PERSONAL LIFE .....</b>	<b>33</b>
52. PART-TIME WORK ARRANGEMENTS.....	33
53. FLEXIBLE WORKING HOURS – FLEXTIME.....	33
54. AVERAGING PAY OVER A REDUCED WORKING YEAR .....	33
<b>PART H. MOBILITY OF STAFF .....</b>	<b>34</b>
55. PERMANENT RELOCATION.....	34
<b>PART I. DISPUTE RESOLUTION .....</b>	<b>34</b>
56. DISPUTES: MATTERS COVERED BY THIS AGREEMENT.....	34
<b>PART J. SCHEDULES TO AGREEMENT .....</b>	<b>36</b>
SCHEDULE 1 – SPECIFIED TERM EMPLOYMENT .....	36
SCHEDULE 2 – CLASSIFICATION LEVEL DESCRIPTORS.....	38
SCHEDULE 3 – REDEPLOYMENT AND RETRENCHMENT .....	41
SCHEDULE 4 – CSIRO SALARY SCALES (Rates include annual leave loading) .....	47

## **PART A. TECHNICAL MATTERS**

### **1. TITLE**

This Agreement will be known as the CSIRO Enterprise Agreement 2016 - 2020.

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

- 2.1 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 nominally expire three years and three months after the date of commencement.
- 2.2 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*.

### **3. PARTIES COVERED**

In accordance with section 53 of the *Fair Work Act 2009*, this Agreement covers the Chief Executive of CSIRO for and on behalf of CSIRO as the employer, and 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.

### **4. 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 Director, Facilities Director and General Manager.

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

“**Attendance Bandwidth**” means a bandwidth CSIRO will set in consultation with officers and their representatives if any, 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”** means a fixed period within the attendance bandwidth, of seven hours 21 minutes plus at least 30 minutes for lunch.

**“Core time”** means a fixed period of not more than four hours within the attendance bandwidth during which attendance is mandatory unless leave or flex leave is approved. Core time can comprise one or two time blocks.

**“Lunch period”** means 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 attendance bandwidth.

## **5. POLICIES, STANDARDS AND PROCEDURES**

- 5.1 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.
- 5.2 CSIRO and its officers agree that such policies, standards and procedures will be available to all officers and will be updated as necessary following a reasonable consultation period.

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

### **6. TYPES OF EMPLOYMENT**

6.1 Officers shall be appointed on the basis of one of the following types of employment:

- indefinite employment;
- specified term employment;
- casual employment.

Indefinite and specified term officers may be appointed to work full-time or part-time hours.

6.2 Specified Term Employment

- (a) CSIRO may appoint staff members for a specified term where the appointment is of a limited duration. A single duration of a specified term appointment may not exceed five years except in the case of Postdoctoral Fellowships where the maximum is three years.
- (b) Term appointees who are being considered for a subsequent term appointment which will extend their total term employment beyond four years, or who have completed more than seven years' service and are being considered for further employment, will be entitled to a review of their tenure status. In certain circumstances, term appointees appointed for a second or subsequent term may be exempt from a second probation period.
- (c) Schedule 1 contains information regarding Specified Term employment.

### **7. CASUAL EMPLOYMENT**

7.1 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 need/s.

- 7.2 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 4.
- 7.3 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.
- 7.4 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.
- 7.5 For work performed outside the attendance bandwidth, payment will be made at the rate determined in accordance with clause 7.2 without the 25% loading, plus:
- Monday to Friday – 35%
  - Saturday, Sunday or a public holiday – 100%
- 7.6 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.
- 7.7 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.

## **8. HOURS OF WORK**

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.

## **9. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

- 9.1 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 arrangement deals with one or more of the following matters:
- arrangements about when work is performed;
  - overtime rates;
  - penalty rates;
  - allowances;
  - remuneration;
  - leave; 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 9.1(a); and

(c) the arrangement is genuinely agreed to by CSIRO and an officer.

9.2 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.

9.3 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.

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

9.5 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.

## **10. TERMINATION OF EMPLOYMENT**

10.1 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 10.1(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.



## 10.2 Termination by CSIRO

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

<b>Period of continuous service</b>	<b>Minimum notice period</b>
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.

## 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 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. WORK CLASSIFICATION STANDARDS

The classification of CSIRO officers will be determined according to CSIRO's Work Classification Standards, which derive from the Classification Level Descriptors that appear in Schedule 2 of this Agreement.

## 13. MEDICAL ASSESSMENTS

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

## PART C. REMUNERATION AND ALLOWANCES

### 14. RATES OF PAY

#### 14.1 Salary Rates

Salary rates will be increased as follows with the rates set out in Attachment 4 to this Agreement:

- **1<sup>st</sup> increase** - 2.75% 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** - 1.75% effective from the beginning of the first pay period commencing on or after 24 months from the date of operation of this Agreement.

#### 14.2 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.

#### 14.3 Normal Fortnightly salary

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

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

#### 14.4 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.

### 15. RECOVERY OF OVERPAYMENTS

- 15.1 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.
- 15.2 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.

## 16. APPRENTICESHIPS AND TRAINEESHIPS

16.1 Apprenticeship and 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 2 Classification Level Descriptors. 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 appropriate to the classification level for the Apprenticeship or Traineeship.

(a) **One level of attainment:**

Level 1 (commencing salary)	50%
-----------------------------	-----

(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
---------	-----------------------

16.2 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.

16.3 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.

## 17. SUPERANNUATION

- 17.1 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).
- 17.2 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.
- 17.3 The default superannuation scheme for officers who are ineligible to join the PSSap, if they make no election, is AustralianSuper.
- 17.4 Except where clause 17.2 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, 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.
- 17.5 Superannuation funds are approved at CSIRO's discretion.

## 18. OVERTIME

- 18.1 The Delegate may direct an officer to perform duty outside the usual hours of work.
- 18.2 The following officers are not entitled to payment for overtime:
- officers whose salary (including any allowances in the nature of salary) is greater than the maximum salary for CSOF Level 4 (as specified in Schedule 4);
  - 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.

### 18.3 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. Enhanced Responsibility Allowance, AAHL Site Allowance and Superior Performance Rating (premium step) are included in salary for overtime purposes.

### 18.4 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 attendance bandwidth;
- time and a half for overtime worked Monday to Friday outside the attendance 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 (as defined in clause 39, in addition to payment for the public holiday).

#### 18.5 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.

#### 18.6 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.

#### 18.7 Separate attendance

Where an officer is recalled to duty the following applies:

- Any period of separate attendance that commences outside the attendance 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 attendance 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.

#### 18.8 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.

'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.

#### 18.9 Minimum break between periods of work

- 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.
- 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.

## 19. ENHANCED RESPONSIBILITIES ALLOWANCE (ERA)

- CSIRO may approve the payment of an ERA to an officer where that officer has been directed by CSIRO to temporarily perform duties additional to, or in substitution for, those usually associated with the officer's role.
- ERA shall be payable in respect of the period during which the officer performs the additional or substituted management responsibilities subject to a minimum period of five working days. Payment shall be equal to the difference between the officer's salary and a relevant higher salary, as determined by CSIRO.

## 20. 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.

Qualification held	1 <sup>st</sup> increase	2 <sup>nd</sup> increase	3 <sup>rd</sup> increase
Minimum qualification – Provide First Aid	\$662 p.a.	\$675 p.a.	\$687 p.a.
Minimum qualification – Provide Advanced First Aid	\$816 p.a.	\$832 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]	\$997 p.a.	\$1017 p.a.	\$1035 p.a.

## 21. RESTRICTION DUTY

### 21.1 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.

### 21.2 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.

### 21.3 Payment eligibility

- Officers whose salary, including allowances specified in clause 21.6, 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 21.6 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 21.7.

### 21.4 Close call payment rate

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

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

### 21.5 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.

#### 21.6 Salary rate

An officer's salary for the purpose of calculation of the allowance under clauses 21.4 and 21.5 will include "enhanced responsibilities allowance" and "AAHL site allowance".

#### 21.7 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.

#### 21.8 No concurrent payment

Any part of a period of restriction in respect of which the officer receives payment other than in accordance with clauses 21.4 and 21.5 will not be included in the period of restriction for calculating payments.

#### 21.9 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.

#### 21.10 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 21.10(a) and 21.10(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 18.3 and 18.4. Where an officer's salary, including allowances specified in clause 21.6, 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 18.9.



## 22. SHIFT DUTY

- 22.1 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.
- 22.2 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%

- 22.3 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.
- 22.4 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 18.5.
- 22.5 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.
- 22.6 Enhanced responsibilities allowance shall be regarded as salary for the purpose of calculating shift duty payments.
- 22.7 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.

## 23. DIVING ALLOWANCE

- 23.1 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:

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

- 23.2 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.
- 23.3 CSIRO shall provide all training necessary to maintain skills to a level consistent with safe practice for divers.
- 23.4 CSIRO shall reimburse any costs associated with registration or other statutory requirements for divers.

## 24. FIELD WORK

- 24.1 "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.
- 24.2 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 allowances in clause 24.2 above will be adjusted in accordance with increases determined by the Australian Taxation Office and the allowances in clauses 24.2(a) and 24.2(b) 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 of \$46.80 for each 24 hours and part thereof, spent away from their home base.
- (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 of \$75.90 per night spent in the camp.

## 25. REMOTE LOCALITIES CONDITIONS

- 25.1 The provisions in this clause apply to officers stationed at certain localities in recognition of particular disadvantages associated with geographic isolation.
- 25.2 The Accessibility/Remoteness Index of Australia (ARIA), compiled by the Department of Health, is the basis on which CSIRO sites are assessed to determine eligibility for the special conditions conferred by this clause.
- 25.3 According to the ARIA index, current CSIRO sites that attract the district allowances specified in clause 25.4 are:

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

#### 25.4 Amount of payment

- (a) A district allowance will be payable to officers stationed at the localities specified in clause 25.3. Part-time officers receive a pro-rata payment based on the proportion of full-time hours worked. The allowances 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**

<b>ARIA Category</b>	<b>1<sup>st</sup> increase</b>	<b>2<sup>nd</sup> increase</b>	<b>3<sup>rd</sup> increase</b>
Very Remote	\$3622 p.a.	\$3694 p.a.	\$3759 p.a.
Remote	\$3214 p.a.	\$3278 p.a.	\$3335 p.a.
Moderately accessible	\$1505 p.a.	\$1535 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.

- (d) Except as provided in clause 25.4(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.

- 25.5 Officers stationed at the localities specified in clause 25.3, 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.

## 26. AUSTRALIAN ANIMAL HEALTH LABORATORY (AAHL)

- 26.1 An officer employed at the AAHL, Geelong, shall be paid a “site allowance” at the rate specified in clause 26.3(a) which will be increased in line with increases to salary and from the same dates of effect.
- 26.2 A “secure allowance” at the rate specified in clause 26.3(b) shall be paid to officers required to work within the secure area of the laboratory. 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 allowance will be increased in line with increases to salary and from the same dates of effect.
- 26.3 Officers shall have access to AAHL Disability Leave (AAHLDL) entitlements as specified in clause 26.3(c). AAHLDL shall be credited as additional recreation leave.

### 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>	\$840 p.a.	\$857 p.a.	\$872 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	\$ 142.23 p.a.	\$ 145.07 p.a.	\$ 147.61 p.a.
41 – 80	\$ 426.65 p.a.	\$ 435.18 p.a.	\$ 442.80 p.a.
81+	\$ 895.82 p.a.	\$ 913.74 p.a.	\$ 929.73 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.

## 27. 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.

### 27.1 Definitions

“**Annual salary**” means the corresponding rate of pay listed in Schedule 4 of this Agreement.

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.

“**Normal fortnightly salary**” means the officer’s Annual Salary converted to a fortnightly rate of pay, as specified by the formula in clause 14.3. 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 27.2 or any form of overtime payment are not to be included as part of the officer’s “normal fortnightly salary”.

### 27.2 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 there-after 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:

$$\frac{\text{CSOF 4.M Annual Salary}}{313} \times 121\% \times 1.2$$

### 27.3 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) Subject to clause 27.3(c) 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:

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

- (c) An officer may use Confinement Leave credits by written application to CSIRO for a period of Confinement Leave and 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 balance is less than one day unless a written application for a period of Confinement Leave has been denied.

## 28. MOTOR VEHICLE ALLOWANCE

28.1 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.

28.2 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.

## 29. EXCESS TRAVELLING TIME

29.1 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.

29.2 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.

29.3 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 29.1(b), a minimum time of 20 minutes each way shall apply.

29.4 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.

29.5 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.

### 30. SUPPORTED WAGE SYSTEM

30.1 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.

30.2 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.

30.3 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.

30.4 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:

Assessed capacity	% of prescribed Agreement rate
10%	10%

<b>Assessed capacity</b>	<b>% of prescribed Agreement rate</b>
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.

### 30.5 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*.

### 30.6 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.

### 30.7 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.

### 30.8 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.

### 30.9 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.

### 30.10 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 30.5.

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

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

31.1 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. The APA cycle is a 12 month period from July to June inclusive. 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.

- 31.2 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.

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

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.

## **33. MERIT PROMOTION**

Merit promotion to a higher CSOF level shall be approved where, through the rewards review process, 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.

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

34.1 An officer's 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. Continuation at CSOF Level 7 and above 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.

34.2 Following a review by a CSIRO Review Panel, the Panel may:

- (a) Approve continuation at the existing level;
- (b) Recommend consideration of promotion to a higher level; or
- (c) Recommend consideration of reversion.

## **35. SUPERIOR PERFORMANCE RATING**

35.1 Officers may apply for a Superior Performance Rating where they are at a maximum pay point and consistently exceed performance expectations for staff at their level, but where promotion to the next level is not appropriate.

35.2 The reward may be taken as a lump sum equal to 7% of the officer's annual salary or the officer will be placed on the premium step for their CSOF Level. A premium step will have the value of 107% of the annual rate at the career plateau and will be approved for payment for 27 fortnights.

## **36. CASH AND NON-CASH REWARDS**

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. Cash Rewards may be applied to teams as well as individuals with a maximum Cash Reward of \$20,000 per annum being payable to an officer. Non-cash Recognition Rewards may be given to individuals or teams to mark praiseworthy effort or long service where other rewards are not appropriate.

## **37. ASSISTANCE WITH STUDIES**

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.

## **38. MANAGEMENT OF UNDERPERFORMANCE**

Where underperformance of an officer is identified, it will be addressed using a framework designed to provide such officers with the opportunity to improve their performance with the desired outcome being that the officer achieves the specified standard of performance within the designated time frame.

## **PART E. CONSULTATION**

### **39. CONSULTATION**

39.1 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***

39.2 For a major change referred to in clause 39.1(a):

- (a) CSIRO must notify the relevant officers of the decision to introduce the major change; and
- (b) clauses 39.3 to 39.9 apply.

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

39.4 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.

39.5 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.

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

39.7 CSIRO must give prompt and genuine consideration to matters raised about the major change by the relevant officers.

39.8 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 39.2(a), 39.3 and 39.5 are taken not to apply.

39.9 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*

39.10 For a change referred to in clause 39.1(b):

- (a) CSIRO must notify the relevant officers of the proposed change; and
- (b) Clauses 39.11 to 39.15 apply.

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

39.12 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.

39.13 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).

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

39.15 CSIRO must give prompt and genuine consideration to matters raised about the change by the relevant officers.

39.16 In this term:

**relevant officers** means the officers who may be affected by a change referred to in clause 39.1.

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

### **40. PUBLIC HOLIDAYS**

40.1 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

- 40.2 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.
- 40.3 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.

## 41. DEFENCE LEAVE

- 41.1 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.
- 41.2 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.
- 41.3 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.
- 41.4 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.
- 41.5 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.

## 42. ANNUAL SHUT DOWN

- 42.1 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 18.2 shall be paid at double time for the hours worked, in addition to payment for the holiday.
- 42.2 Except where specified at clause 42.1, 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 43.5 of this Agreement.
- 42.3 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.

- 42.4 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.

### **43. MISCELLANEOUS LEAVE**

- 43.1 Miscellaneous leave is intended to provide flexibility to meet an officer's personal circumstances and 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.
- 43.2 The granting of miscellaneous leave is subject to the line manager's discretion and where an application is refused, reasons for the decision must be provided to the officer.
- 43.3 CSIRO may require documentary evidence to support a request for leave.
- 43.4 In addition, unpaid leave is also available for officers participating in voluntary emergency management activities including leave for regular training, all emergency services responses, reasonable recovery time and ceremonial duties.
- 43.5 An officer will not be eligible for miscellaneous leave during periods of other approved leave including leave without pay.

### **44. COMPASSIONATE LEAVE**

Upon production of suitable evidence, an officer (excluding a casual) may 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.

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

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.*

### **45. 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.

## **46. MATERNITY LEAVE**

- 46.1 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 47 and 48).
- 46.2 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 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*.
- 46.3 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*.
- 46.4 Officers entitled to leave under this clause will also be entitled to parental leave in accordance with clause 47.
- 46.5 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.

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

- 47.1 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 46);
  - (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.
- 47.2 Paid parental leave cannot be taken at half pay.
- 47.3 This leave will be available to be used within the first 52 weeks following the events specified in clause 47.1.
- 47.4 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.
- 47.5 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.



- 47.6 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.

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

- 48.1 CSIRO officers who have responsibility for the care of their child including an adopted child, may apply for unpaid parental leave of up to 12 months.
- 48.2 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.
- 48.3 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.
- 48.4 The birth or adoption of additional children establishes a new entitlement to leave under this clause.
- 48.5 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.
- 48.6 In addition to unpaid parental leave staff may apply for leave without pay for personal reasons (refer clause 49).

## **49. LEAVE WITHOUT PAY**

- 49.1 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.
- 49.2 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.
- 49.3 In the case of specified term staff, leave may not be granted beyond the end of the approved employment period.

## 50. SICK AND CARER'S LEAVE

### 50.1 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 50.1(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 50.1(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 2017.
- (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.

### 50.2 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.

### 50.3 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.

### 50.4 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.

### 50.5 Effect of leave without pay

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

## 51. RECREATION LEAVE

51.1 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.

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

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

51.4 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 51.1;
- (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 25); and
- (d) officers entitled to disability leave (see clause 26).

51.5 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.

51.6 Recreation leave is cumulative.

51.7 Leave to be taken

- (a) 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.
- (b) 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.
- (c) 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.

51.8 Cashing out leave

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.

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**

### **52. PART-TIME WORK ARRANGEMENTS**

52.1 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.

52.2 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 18.

### **53. FLEXIBLE WORKING HOURS – FLEXTIME**

Officers (excluding casuals and shift workers) in CSOF Level 1 to CSOF Level 4 may participate in flextime arrangements subject to operational requirements and with the approval of their line manager. Other officers may access informal flexible attendance arrangements with the agreement of their line manager.

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

54.1 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.

54.2 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. The leave is accounted for by a fortnightly deduction over the 12 month period rather than not paying salary when the leave is taken. The net effect of this is to provide a fortnightly salary, albeit at a reduced rate.

54.3 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.

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

### **55. PERMANENT RELOCATION**

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

- (a) Once compulsory relocation has been approved, the officers concerned will be given reasonable formal written notice of transfer by CSIRO.
- (b) Officers who are compulsorily transferred from one city or regional area to another, may incur costs and in these circumstances standard CSIRO relocation provisions apply, taking into account the circumstances of the move and likely expense to the impacted officers.

55.2 Intra-City (relocation within a city)

- (a) Once compulsory relocation has been approved, and except in extraordinary circumstances, the officers concerned should be given reasonable formal written notice of transfer by CSIRO.
- (b) Officers who are compulsorily transferred from one location to another within the same city may incur costs and where necessary, special arrangements will be determined, taking into account the circumstances of the move and likely expense to the impacted officers.

## **PART I. DISPUTE RESOLUTION**

### **56. DISPUTES: MATTERS COVERED BY THIS AGREEMENT**

56.1 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.

56.2 An officer who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

56.3 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.

56.4 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.

56.5 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.

56.6 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.

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

## **PART J. SCHEDULES TO AGREEMENT**

### **SCHEDULE 1 – SPECIFIED TERM EMPLOYMENT**

This Schedule applies to officers appointed on a specified term.

#### **1. Duration**

CSIRO may appoint staff members for a specified term where the appointment is of a limited duration. A single duration of a specified term appointment may not exceed five years except in the case of Postdoctoral Fellowships where the maximum is three years. The duration of a term appointment will vary depending on the circumstances in each case, however, subject to clause 2 of this Schedule, no single period of term appointment shall exceed five years.

#### **2. Postdoctoral Fellows**

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) A training and development plan must be developed with the Postdoctoral Fellow.
- (c) Except as provided in clause 14.4 of this Agreement, 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.

#### **3. Separation Payment**

- (a) 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.
- (b) 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.
- (c) 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.



- (d) 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 clause 6(a) of this Schedule;
  - 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.

#### **4. Termination by CSIRO**

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 clause 3 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.

#### **5. Eligibility for Indefinite Appointment**

- (a) Except as provided in clause 5(b) of this Schedule and review of tenure arrangements, 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.

#### **6. 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 2 – 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 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 1.

### **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 representatives:

- 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 39 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, at the earliest practicable time, provide the officer with the following information:
  - 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. during this 10-day period the officer must provide written advice as to their preferred benefit.
- (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, 6 and 9 of this Schedule do not apply.
- (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 where officers are likely to become potentially redundant, they will advise all officers at that time of the opportunity for voluntary redundancy substitution.

#### **5. 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 clause 7.2(e) of this Schedule will apply.

## **6. 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 (if applicable).

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 clause 6(a) of this Schedule.
- (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.

## **7. 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.

### **7.1 Lump Sum Payment**

- (a) An eligible officer who is retrenched will receive a lump sum payment calculated in accordance with this clause.
- (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 allowances 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 clause 6(a) of this Schedule;
  - (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 clause 6(a) of this Schedule. 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.

### **7.2 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 allowances 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 clause 6(a) of this Schedule;
  - (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 clause 6(a) of this Schedule. The amount included will be the average fortnightly payment during the 12 month period; and
  - (iv) First Aid Allowance 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.

## **8. Service for Redundancy Pay Purposes**

For the purpose of calculating an entitlement in accordance with clause 7 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; separation from CSIRO following completion or prior to completion of a period of specified term employment where a separation payment is received; retirement on grounds of invalidity; inefficiency or loss of qualifications; forfeiture of office; dismissal; or termination of probation appointment for reasons of unsatisfactory service.

**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.

## **9. Review**

- (a) An officer may seek a review 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 in accordance with the *Fair Work Act 2009*.

## SCHEDULE 4 – CSIRO SALARY SCALES (Rates include annual leave loading)

CSOF Level	prior to operation of EA	1 <sup>st</sup> increase 2.75%	Premium step	2 <sup>nd</sup> increase 2%	Premium Step	3 <sup>rd</sup> increase 1.75%	Premium Step
1.1	\$38,154	\$39,203		\$39,987		\$40,687	
1.2	\$39,128	\$40,204		\$41,008		\$41,726	
1.3	\$40,100	\$41,203		\$42,027		\$42,762	
1.4	\$41,075	\$42,205		\$43,049		\$43,802	
1.5	\$42,049	\$43,205		\$44,069		\$44,840	
<b>1 max</b>	\$43,023	\$44,206	\$47,300	\$45,090	\$48,246	\$45,879	\$49,091
2.1	\$44,658	\$45,886		\$46,804		\$47,623	
2.2	\$46,272	\$47,544		\$48,495		\$49,344	
2.3	\$47,884	\$49,201		\$50,185		\$51,063	
2.4	\$49,497	\$50,858		\$51,875		\$52,783	
2.5	\$51,110	\$52,516		\$53,566		\$54,503	
2.6	\$52,724	\$54,174		\$55,257		\$56,224	
2.7	\$54,336	\$55,830		\$56,947		\$57,944	
2.8	\$55,951	\$57,490		\$58,640		\$59,666	
<b>2 max</b>	\$57,563	\$59,146	\$63,286	\$60,329	\$64,552	\$61,385	\$65,682
3.1	\$59,636	\$61,276		\$62,502		\$63,596	
3.2	\$61,694	\$63,391		\$64,659		\$65,791	
3.3	\$63,723	\$65,475		\$66,785		\$67,954	
3.4	\$65,751	\$67,559		\$68,910		\$70,116	
3.5	\$67,784	\$69,648	\$74,523	\$71,041	\$76,014	\$72,284	\$77,344
3E	\$69,812	\$71,732		\$73,167		\$74,447	
3.7	\$71,843	\$73,819		\$75,295		\$76,613	
3.8	\$73,872	\$75,903		\$77,421		\$78,776	
<b>3 max</b>	\$75,900	\$77,987	\$83,446	\$79,547	\$85,115	\$80,939	\$86,605
4.1	\$78,479	\$80,637		\$82,250		\$83,689	
4.2	\$81,055	\$83,284		\$84,950		\$86,437	
4.3	\$83,633	\$85,933		\$87,652		\$89,186	
4.4	\$86,209	\$88,580		\$90,352		\$91,933	
<b>4 max</b>	\$88,787	\$91,229	\$97,615	\$93,054	\$99,568	\$94,682	\$101,310
5.1	\$92,591	\$95,137		\$97,040		\$98,738	
5.2	\$96,397	\$99,048		\$101,029		\$102,797	
<b>5 max</b>	\$100,199	\$102,954	\$110,161	\$105,013	\$112,364	\$106,851	\$114,331
6.1	\$106,285	\$109,208		\$111,392		\$113,341	
6.2	\$112,370	\$115,460		\$117,769		\$119,830	
6.3	\$118,459	\$121,717		\$124,151		\$126,324	
<b>6 max</b>	\$124,546	\$127,971	\$136,929	\$130,530	\$139,667	\$132,814	\$142,111
7.1	\$127,947	\$131,466		\$134,095		\$136,442	
7.2	\$131,353	\$134,965		\$137,664		\$140,073	
7.3	\$134,754	\$138,460		\$141,229		\$143,701	
7.4	\$138,154	\$141,953		\$144,792		\$147,326	
<b>7 max</b>	\$141,562	\$145,455	\$155,637	\$148,364	\$158,749	\$150,960	\$161,527
8.1	\$152,669	\$156,867		\$160,004		\$162,804	
8.2	\$163,776	\$168,280	\$180,060	\$171,646	\$183,661	\$174,650	\$186,876
8.3	\$177,730	\$182,618	\$195,401	\$186,270	\$199,309	\$189,530	\$202,797
<b>8 max</b>	\$191,680	\$196,951	\$210,738	\$200,890	\$214,952	\$204,406	\$218,714
9.1	\$200,129	\$205,633		\$209,746		\$213,417	
9.2	\$208,574	\$214,310		\$218,596		\$222,421	
9.3	\$217,020	\$222,988		\$227,448		\$231,428	
<b>9 max</b>	\$225,464	\$231,664		\$236,297		\$240,432	

