

## 6. CONTEXT OF THIS AGREEMENT

6.1 CSIRO's mission is to deliver great science and innovative solutions for industry, society and the environment. This Agreement supports CSIRO's core purpose, role and Strategic Plan.

6.2 CSIRO's continued success is dependent on its people and its ability to provide an environment in which their creativity, [diversity](#) and innovation can flourish. The following key elements underpin all provisions in this Agreement:

- Attracting, retaining, rewarding and motivating the right mix of highly skilled, outcome-focused and team-oriented people;
- Encouraging development, learning, growth and effective utilisation of staff capabilities;
- Celebrating outstanding contributions by individuals and teams through meaningful awards and rewards;
- Providing competitive salaries that recognise officers' contributions and achievements;
- Providing a healthy, safe and inclusive work environment;
- Treating people equitably and with respect;
- Encouraging and fostering effective communication processes and productive work relationships;
- Facilitating a reasonable balance between work and personal responsibilities.

6.3 This Agreement provides the cultural and operational foundation needed to achieve CSIRO's strategic goals.

6.4 Consistent with CSIRO's Code of Conduct, all officers are expected to perform their duties with professionalism and integrity and behave at all times in a manner that upholds CSIRO's reputation. This includes compliance with all applicable laws and regulations and with CSIRO policies, standards and procedures.

## **11. MARKET RELATED EMPLOYMENT**

- 11.1 Where an officer who would otherwise be classified at CSOF Level [5.44.1](#) or above, possesses skills or capabilities that are in high market demand, CSIRO may, at its discretion, offer supplementary remuneration for a specified period.
- 11.2 Where a market related employment arrangement concludes and an officer is to continue in employment, they will revert to the standard conditions applicable to their classification.
- 11.3 Disputes concerning the application of an agreed market related employment arrangement will be resolved in accordance with clause 84 of this Agreement.
- 11.4 Market related employment arrangements made prior to the commencement of this Agreement will, unless terminated beforehand, continue to operate until the nominated expiry date in the arrangement.

## 17. MEDICAL ASSESSMENTS

CSIRO may require officers to undergo medical assessments, where that request is reasonable and lawful, from time to time as appropriate.

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## 18. RATES OF PAY

### 18.1 Salary Rates

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

- **1<sup>st</sup> increase** - ~~23~~% effective from the beginning of the first pay period commencing on or after 6 months from 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** – ~~24.5~~% effective from the beginning of the first pay period commencing on or after 244 months from the date of operation of this Agreement.

### 18.2 Commencing Salaries for Administrative and Technical Officers

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

### 18.3 Normal Fortnightly salary

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

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

### 18.4 Graduate Salaries

- (a) Where a person is appointed to undertake work which requires possession of a degree, the position occupied by that individual must not be classified below CSOF Level 3 and the minimum salary payable will be CSOF Level 3.1 (3 year degree) or CSOF Level 3.3 (4 year degree).
- (b) Where a person is appointed to undertake work which requires possession of a PhD, the position occupied by that individual must not be classified below CSOF Level 4 and the minimum salary payable will be CSOF Level 4.2, except where an appointment is made at CSOF Level 4.1 because a doctorate has been submitted but not confirmed.

### 18.5 Death of an officer

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

### **31. AUSTRALIAN ANIMAL HEALTH LABORATORY (AAHL) AUSTRALIAN CENTRE FOR DISEASE PREPARDNESS (ACDP)**

- 31.1 An officer, including a casual officer, employed at the AAHLACDP, Geelong, shall be paid a site allowance at the rate specified in clause 31.7(a) in recognition of the limitations placed upon officers at this site in relation to the keeping of animals. The site allowance will be increased in line with increases to salary and from the same dates of effect.
- 31.2 A secure allowance at the rate specified in clause 31.7(b) shall be paid to officers (including casual officers) required to work within the secure area of the laboratory in recognition of the limitations regarding contact with certain animals and the places such animals are kept and the unique features associated with work in the secure area. A secure area includes specific pathogen free area. This allowance shall be determined according to the number of days, including any part or parts of a single day, in the previous 12 months on which CSIRO required the officer to enter the secure area of the AAHLACDP. This secure allowance will be increased in line with increases to salary and from the same dates of effect.
- 31.3 Automated card readers on the secure side of the shower areas shall be used to record entry to establish the officer's level of entitlement for secure allowance and securedisability leave. The secure allowance entitlement shall be calculated annually as at 30 June and paid in the second pay period following. The site allowance shall be paid fortnightly.
- 31.4 In recognition of the significant lifestyle restrictions placed on officers who work in the secure area, those officers shall have access to AAHL-ACDP SecureDisability Leave (AAHLACDPSDL) entitlements as specified in clause 31.7(c).
- 31.5 The accounting period for the purpose of calculating AAHLACDPSDL entitlement shall be from 1 July to 30 June the following year. Accrual shall be on a continuing basis from the commencement of the accounting period. Leave credits shall be available from the end of the calendar month in which they accrue.
- 31.6 AAHLACDPSDL shall be credited as additional recreation leave.
- 31.7 Allowances and SecureDisability Leave

- (a) AAHL-ACDP Site Allowance:

|                                        | 1 <sup>st</sup> increase | 2 <sup>nd</sup> increase | 3 <sup>rd</sup> increase |
|----------------------------------------|--------------------------|--------------------------|--------------------------|
| <b><u>AAHL-ACDP</u> Site Allowance</b> | \$ <u>890-843</u> p.a.   | \$ <u>908-860</u> p.a.   | \$ <u>926873</u> p.a.    |

- (b) AAHL-ACDP 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                         | \$ <u>150.55-142.57</u> p.a. | \$ <u>153.56-145.42</u> p.a. | \$ <u>156.63-147.60</u> p.a. |
| 41 – 80                        | \$ <u>451.64-427.69</u> p.a. | \$ <u>460.67-436.24</u> p.a. | \$ <u>469.88-442.78</u> p.a. |

| Number of Days* in secure area | 1 <sup>st</sup> increase             | 2 <sup>nd</sup> increase             | 3 <sup>rd</sup> increase               |
|--------------------------------|--------------------------------------|--------------------------------------|----------------------------------------|
| 81+                            | <del>\$948.29</del> - 898.00<br>p.a. | <del>\$967.26</del> - 915.96<br>p.a. | \$<br><del>986.61</del> 929.70<br>p.a. |

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

(c) [AAHLACDP Secure Disability](#) Leave will accrue as follows:

| Number of Days* in secure area | <a href="#">Secure Disability</a> leave |
|--------------------------------|-----------------------------------------|
| 5 – 40                         | 0                                       |
| 41 – 80                        | 1                                       |
| 81+                            | 5                                       |

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

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## 36. ANNUAL PERFORMANCE AGREEMENT (APA)

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

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

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

36.3 Obligations to participate

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

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

will not be eligible for performance rewards.

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

36.5 Work Objectives and Performance indicators

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

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

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

### 36.8 Performance and Development Steps

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

### 36.9 Performance and Development Steps Appeals

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

## 38. REWARD ASSESSMENT PROCEDURES

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

- 38.1 Cases for accelerated advancement within CSOF Level, promotions and performance cash rewards will be considered by the Reward Review Committees established within Business Units. Cases will be reviewed by the Reward Review Committee following completion of Stage 3 of the APA.
- 38.2 The Business Unit should, where practicable, include on its Reward Review Committee one of its representatives and/or a relevant officer from another Business Unit.
- 38.3 CSIRO shall provide to unsuccessful candidates for accelerated advancement and promotion, constructive feedback and advice. This advice must be provided in writing if requested by a candidate.
- 38.4 A list of all officers who receive accelerated advancement, promotions and performance cash rewards and the reasons for such rewards, will be published within the Business Unit.

## 39. MERIT PROMOTION

39.1 Merit promotion to a higher CSOF level shall be approved where, through the Rewards Assessment Procedures (see clause 38), CSIRO determines that:

- An officer has a sustained record of achievement that clearly demonstrates the requirements defined for the next CSOF level in the relevant Functional Area Work Classification Standards; and
- CSIRO requires the role to be performed at the higher level for the foreseeable future.

39.2 Since officers will develop their roles and competencies at different rates, depending on their personal potential and the opportunities that arise in the workplace, the period over which sustained performance can be demonstrated will vary but would normally be at least two and will not be less than one full (12 month) performance cycle. Where the performance is over a period less than two full cycles, the case must clearly address the candidate's capacity to sustain that level of performance beyond the period being assessed.

39.3 An officer need not be on the maximum performance and development step of their existing CSOF level to be promoted.

39.4 Where a promotion is denied on the grounds that the role is not "required to be performed at the higher level for the foreseeable future", the officer will be advised in writing of the functions or activities that are no longer required to be performed and the work objectives set through the APA process will reflect this advice.

### 39.5 Merit Promotion to, and advancement within CSOF Level 7 and CSOF Level 8

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

### 39.439.6 Reclassification Appeal Process

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

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

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

### 39.539.7 Informal Resolution

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

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

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

### 39.639.8 Formal Reclassification Appeal Process

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

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

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

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

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

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

- ~~(a) The review will assess the staff member's performance against the Classification Level Descriptors in Schedule 6, as expanded in CSIRO's Work Classification~~

~~Standards and related documentation, using a reasoned case which details the officer's achievements and performance since advancement or appointment to this level or since the last review. The officer's Business Unit will be represented on the Review Panel, with the remaining members being external to the Business Unit concerned.~~

~~(b) As a result of this initial assessment, the Panel may:~~

~~(i) Approve continuation at the existing level;~~

~~(ii) Recommend consideration of promotion to a higher level; or~~

~~40.4 Recommend consideration of reversion.~~

~~40.5 Continuation at the existing level~~

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

~~40.6 Recommendation for consideration of merit promotion to a higher level~~

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

~~40.7 Recommend consideration of reversion~~

~~(a) Where the Review Panel determines that, on balance, an officer's performance during the period under review, was below the required standard, the officer will be informed of this finding and will be given 28 days in which to provide the Review Panel with a more detailed submission in support of retention at the higher level. The Review Panel may grant an extension beyond 28 days in exceptional circumstances, such as an extended absence from the workplace.~~

~~(b) The officer will be given the opportunity to address the Review Panel in relation to the submission. In assessing the officer's submission, the Review Panel may seek clarification and evidence through further consultation and discussion with the officer concerned and the officer's line managers.~~

~~(c) If, after further consideration the Review Panel determines that reversion is the appropriate course of action, the officer will be notified in writing of the Review Panel's final determination.~~

~~40.8 Reversion~~

~~(a) Reversion will take effect 14 days from the date on which the officer is notified of the Review Panel's final determination.~~

~~(b) The level to which the officer reverts as a result of a five year review will be no lower than the maximum of the next CSOF level below the officer's existing level.~~

~~(c) Nothing in this clause precludes reduction in an officer's classification level at any time due to underperformance, incapacity, misconduct or redeployment nor, where applicable, any appeal rights.~~

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

~~41.1 Advancement beyond step 5 within CSOF Level 3 shall be referred to as advancement to CSOF Level 3.E or CSOF Level 3 Enhanced.~~

~~41.2 In order to advance to CSOF Level 3.E a written case must be submitted which demonstrates performance consistent with the Role and Job Impact statements and the competencies detailed in the Work Classification Standard for the relevant functional area, as specified in CSIRO procedures.~~

~~41.3 Officers may be advanced to CSOF Level 3.E from any step within CSOF Level 3 based on performance in the preceding APA cycle.~~

## PARENTAL LEAVE

### NEW CLAUSE

#### REPLACES CLAUSES 66, 67, 68 and 69

#### 66. PARENTAL LEAVE

66.1 An officer with 12 months' continuous service shall be entitled to Parental leave in accordance with this clause.

66.2 An officer with less than 12 months' continuous service may take up to 52 weeks' absence including accrued annual and long service leave and/or unpaid parental leave.

66.3 In the case of term officers, a period of paid or unpaid Parental leave may not extend beyond the date on which their term concludes.

66.4 For the purpose of this clause:

**Child** means a child (or children from a multiple birth) born to an officer or an officer's partner; or a child who is placed with an officer through an adoption process, permanent foster care, legal guardianship or surrogacy arrangement. For the purposes of Placement related leave and Partner leave, a child must at placement be less than 16 years of age, and must not have lived continuously with the staff member for a period of six months or more as at the day of placement and is not a step-child of the officer or their partner.

**Parental leave** – means an unbroken period of paid or unpaid parental leave following the birth or placement of a child. For the purposes of defining unbroken leave, this may include other leave types such as annual or long service leave

**12 months continuous service** - service with CSIRO (or other Commonwealth agencies), prior to taking Parental leave.

**Primary carer** - means the child's parent (or guardian) who has the main responsibility of the day to day care of the child.

**Additional unpaid leave** – a period of up to 12 months unpaid leave following Birth related or Placement related paid and/or unpaid parental leave, which is subject to operational requirements. CSIRO will consider all reasonable alternatives to maintain operations, in an effort to accommodate requests for additional unpaid leave.

**Foster care** - means an officer in a foster care arrangement where it is anticipated the period of foster care will exceed six months and in circumstances where it is expected the child will remain with the officers family in the longer term and it is not expected that the child will return to their birth family.

66.5 **Birth related leave:** an officer who becomes pregnant is normally required to commence parental leave six weeks prior to the nominal expected birth of a child. A later commencement date is possible if the birth officer is declared fit for duty, which is supported by a medical certificate.

66.56 An officer who becomes pregnant is entitled to up to 52 weeks' parental leave as set out in the following table:

| Provision | Entitlement | Condition |
|-----------|-------------|-----------|
|-----------|-------------|-----------|

|                         |                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Paid Parental leave     | Paid Parental leave of 18 weeks on full pay or equivalent half pay<br><br>(only the first 18 weeks counts as service) | Eligibility and duration of paid parental leave is subject to clauses 66.1 and 66.3 above.<br><br>Officers with less than 12 months continuous service are eligible for 12 months unpaid parental leave<br><br>However, if 12 months' service is completed during the first 18 weeks of unpaid parental leave, the staff member will be entitled to paid parental leave for the balance of the 18 week period. |
| Unpaid Parental leave   | 52 weeks unpaid leave                                                                                                 | The remainder of the 52 week entitlement which has not been taken as any form of paid parental leave, annual leave or long service leave.                                                                                                                                                                                                                                                                      |
| Additional unpaid leave | 52 weeks unpaid leave.                                                                                                | <ul style="list-style-type: none"> <li>- Subject to operational requirements.</li> <li>- 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.</li> </ul>                                                                                                                                               |

**66.6 Placement related leave:** an officer who adopts (including through surrogacy) or undertakes foster care or guardianship of a child, and is the legal parent and primary caregiver of that child, is entitled to up to 52 weeks' parental leave as set out in the following table:

| Provision           | Entitlement                                                                                                                                                                          | Condition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Paid Parental leave | Paid Parental leave of 18 weeks to normally commence from the date of placement of the child, on full pay or equivalent half pay.<br><br>(only the first 18 weeks counts as service) | <p>Eligibility and duration of paid parental leave is subject to clauses 66.1 and 66.3 above.</p> <p>Officers with less than 12 months continuous service are eligible for 12 months unpaid parental leave<br/>However, if 12 months' service is completed during the first 18 weeks of unpaid parental leave, the staff member will be entitled to paid parental leave for the balance of the 18 week period.</p> <p>Earlier commencement may be requested in circumstances where preparations are needed that require the staff member to be absent prior to the date of placement.</p> <p>The child must at placement be less than 16 years of age, and must not have lived continuously with the staff member for a period of six months or more as at the day of placement and is not a step-child of the officer or their partner.</p> |

|                         |                        |                                                                                                                                                                                                                                                                  |
|-------------------------|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unpaid Parental leave   | 52 weeks unpaid leave  | The remainder of the 52 week entitlement which has not been taken as any form of paid parental leave, annual leave or long service leave.                                                                                                                        |
| Additional unpaid leave | 52 weeks unpaid leave. | <ul style="list-style-type: none"> <li>- Subject to operational requirements.</li> <li>- 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.</li> </ul> |

66.7 **Partner leave:** An officer whose partner becomes pregnant, or an officer who becomes an adoptive parent, permanent foster carer or legal guardian of a child (but is not the primary care-giver of that child), is entitled to partner leave as set out in the following table:

| Provision               | Entitlement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Condition                                                                                                                                                                                                                                                        |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Paid Partner leave      | <p>Paid Partner leave of 4 weeks on full pay or equivalent half pay (only the first 4 weeks counts as service)</p> <p>1 week Paid Partner leave for officers that don't meet the eligibility in clause 66.1 above.</p> <p>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.</p> <p>However, the remainder of the 4 week Partner Leave will become available if the 12 months service is reached in the first 52 weeks since the birth, adoption or legal guardianship of the child.</p> | <p>4 weeks paid Partner leave is subject to clauses 66.1 and 66.3 above.</p> <p>Must be used within the first 52 weeks following the birth or placement of a Child.</p>                                                                                          |
| Unpaid Parental leave   | 52 weeks unpaid leave                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Available for CSIRO officers who have responsibility for the care of their child including an adopted child.                                                                                                                                                     |
| Additional unpaid leave | 52 weeks unpaid leave.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <ul style="list-style-type: none"> <li>- Subject to operational requirements.</li> <li>- 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.</li> </ul> |

66.86 On ending Parental leave, an officer is entitled to return to:

- The officer's pre-leave position; or
- If that position no longer exists – an available position for which the officer is qualified and at the same classification and status to the pre-leave position.

68.79 In addition to unpaid parental and unpaid partner leave, officers may apply for leave without pay for personal reasons (refer clause 70).

**69.1 Unpaid Parental and Partner leave – superannuation** - For CSS and PSSdb superannuation schemes, periods of unpaid Parental or Partner leave of twelve weeks or less count as service for superannuation purposes and superannuation contributions by both the employee (where applicable) and employer are payable;

69.2 CSS and PSSdb – where an officer is on unpaid Parental or Partner Leave for a period in excess of 12 weeks, and the officer elects prior to commencing unpaid leave to contribute to superannuation during their absence, employer superannuation contributions will continue to be made;

69.3 PSSap – employer superannuation contributions will be paid for the period of absence on unpaid Parental or Partner leave.

CSIRO DRAFT - WITHOUT PREJUDICE

## 71. SICK AND CARER'S LEAVE

### 71.1 Sick Leave

- (a) An officer may use their available sick leave for the purposes of personal illness or injury or unforeseen personal emergencies.
- (b) On appointment, CSIRO officers (except casual officers and former CSIRO officers with a break in service not exceeding 2 calendar months) will receive a credit of 14.7 hours paid sick leave.
- (c) In addition to any credit granted in accordance with clause 71.1(b), CSIRO officers (except casual officers) accrue sick leave at the rate of 1.25 days per month for standard hours of duty subject to a maximum of 15 days per annum. Sick and carer's leave accrues daily and is credited on the first day of the month following the accrual. With the exception of clause 71.1(b), sick and carer's leave for part-time officers is accrued on a pro-rata basis.
- (d) Paid sick leave is cumulative but will not be paid out to the officer on termination of employment. Paid sick leave counts as service for all purposes.
- (e) An officer who has received an annual credit of sick leave on 1 January or on appointment during the 12 months prior to the commencement date of this Agreement, will transition to a monthly accrual from 1 January 2018.
- (f) An officer will not be entitled to paid sick leave for any period during which they are entitled to, or are receiving workers' compensation payments.
- (g) An officer in receipt of workers' compensation for more than 45 weeks will accrue sick leave on the basis of hours actually worked.
- (h) Where paid sick leave credits are exhausted, sick leave without pay may be granted on provision of satisfactory medical evidence. In any continuous sick leave absence period, any periods of sick leave without pay in excess of an aggregate of 26 weeks will not count as service for any purpose except long service leave in accordance with the Long Service Leave (Commonwealth Employees) Act 1976.
- (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 *Long Service Leave (Commonwealth Employees) Regulations 2016*, is recognised for the purpose of establishing a sick leave credit on commencement with CSIRO, provided that any breaks in such service do not exceed two calendar months.

### 71.2 Carer's Leave

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

Definition of immediate family:

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

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

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

Commented [CL(BM1)]: Moved into definitions clause and using FWA definition

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

### 71.3 Unpaid carer's leave

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

### 71.4 Medical evidence

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

### 71.5 Effect of leave without pay

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

## 72. RECREATION LEAVE

- 72.1 A full-time officer accrues recreation leave at the rate of one and 2/3 days for standard hours of duty worked in that month which is equivalent to four (4) weeks 20 days per annum.— Part-time officers accrue recreation leave pro-rata based on their standard hours of duty.
- 72.2 Recreation leave may not be taken in advance of accrual.
- 72.3 Recreation leave will not accrue for any period of leave which does not count for service.
- 72.4 The following categories of officers accrue additional recreation leave:
- (a) shift workers regularly rostered for Sunday and holiday duty forming part of the ordinary hours of attendance per week shall be allowed seven consecutive days leave (including non-working days) per annum in addition to the period of recreation leave prescribed in clause 72.1;
  - (b) caretakers in residence are entitled to an additional one days recreation leave for each public holiday for which they are required to remain on residence, subject to a maximum of five days leave per annum;
  - (c) officers in remote localities (see clause 30); and
  - (d) officers entitled to securedisability leave (see clause 31).
- 72.5 Where employment ceases, the officer will be paid the value of any unused recreation leave. Payment will be at the rate that would have been paid had the officer taken the entitlement as a period of leave is calculated on the termination salary and includes the following allowances where applicable:
- (a) ERAnhanced Responsibility Allowance, if it was received for a continuous period of at least 12 months preceding the date of cessation;
  - (b) Payment for shift work, restriction duty or overtime where it was received regularly i.e. in 50% or more of the pays received in the 12-month period preceding cessation. In this case the average fortnightly payment during that period will be included; and
  - (c) First Aid Allowance, Superior Performance Rating (Premium Step) and AAHL Site Allowances.
- 72.6 Recreation leave is cumulative.
- 72.7 Leave to be taken
- (a) Recreation leave is available to ensure that regular breaks are taken from the workplace for rest and relaxation.
  - (b) It is important for health and wellbeing that leave is taken within a reasonable period of its accrual and that planning for leave is incorporated into workload management.
  - (c) To facilitate an officer taking leave CSIRO shall grant the application where an officer has a recreation leave credit equal to or exceeding a credit representing two calendar years of service and applies with at least one months' notice for leave to reduce the excess credit by a period of up to one quarter of the total leave credit.

- (d) Where an officer has on either 1 January or 1 July a recreation leave credit of 9 weeks 45 days or more (or 10 weeks 50 days or more in the case of shift workers), CSIRO will direct the officer to take a specified number of days/period of recreation leave within a three month period. The period specified will be a period equivalent to 10/45 (rounded to the nearest whole day) of the recreation leave credit at the notice date.
- (e) If the officer fails to take the required period of leave (days) specified in the direction by 1 April (where directed on 1 January) or 1 October (where directed on 1 July) salary will not be paid for the recreation leave period, instead the officer will be provided with paid recreation leave during the period. Officers are not to attend work during periods of recreation leave.
- (f) An officer who is already on approved leave shall not be directed to take recreation leave until they have completed the period of approved leave. In these circumstances the officer must comply with the direction within a period of three months.

#### 72.8 Cashing out leave

- (a) An officer may apply to “cash out” a period of recreation leave. To access this provision:
- a balance of at least four (4) weeks leave 20 days (or the equivalent number of days for part-time officers) must be retained;
  - an application to cash out leave must be ~~may only be~~ made during the period 1<sup>st</sup> to 31<sup>st</sup> March of each year;
  - one week 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/two weeks duration must have been taken in the preceding 12 months prior to the date of application; and
  - each application requires agreement in writing between CSIRO and the officer.
- (b) The officer will be paid the full amount that would have been paid had the officer taken the entitlement as a period of leave.

## **NEW CLAUSE**

### **DOMESTIC FAMILY VIOLENCE AND ABUSE SUPPORT**

CSIRO is committed to providing a supportive, flexible and safe workplace for officers affected by domestic family violence and abuse (DFVA) when they need it most. CSIRO has support systems in place for officers impacted by domestic family violence and abuse including a trained network of DFVA contact officers, online resources and information on external services, access to a confidential Employee Assistance Program, flexible working arrangements which includes the ability to change locations, contact numbers, email addresses and devices. Access to paid and unpaid leave is also available to officers.

**DRAFT**

## 85. WORKPLACE ISSUES RESOLUTION PROCEDURE

CSIRO expects that most Workplace Issues will be resolved in normal day-to-day interactions at the local workplace level, however CSIRO recognises that situations may arise where informal resolution fails or is not appropriate. The Workplace Issues Resolution Procedure provides a framework for the fair, equitable, transparent and timely resolution of issues resulting from the effect of decisions, actions or conduct connected to employment in CSIRO.

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

~~Once the new Workplace Issues Resolution Procedure comes into operation, the Grievance Procedures (Schedule 4) will cease to have effect in relation to any grievance notified after the date on which the new Procedure takes effect.~~

~~The Misconduct Procedure will also cease to have effect in relation to any misconduct matter notified after the date on which the new Procedure takes effect.~~

~~To avoid doubt, the Grievance Procedures set out in Schedule 4 and the Misconduct Procedure, will continue in operation until such time as the new Workplace Issues Resolution Procedure becomes effective.~~

The procedure consists of the following steps:

Step 1 Workplace Issue notified/reported to a Manager.

Step 2 Workplace Issue evaluated and categorised as a Conduct Issue or a Non-conduct Issue.

Step 3 Workplace Issue dealt with either informally and/or formally as appropriate to the type of Workplace Issue including a potential investigation.

Step 4 Communication of the outcome advised to the relevant persons and if required, action taken.

Step 5 Review of the outcome, if sought and applicable, undertaken by the Chief Executive Review Panel and the subsequent decision of the Chief Executive being final and the matter closed.

## SCHEDULE 2 – SPECIFIED TERM EMPLOYMENT

This Schedule applies to officers appointed on a specified term.

### 1. Criteria for term appointment

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

### 2. Restrictions on Term Employment

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

### 3. CSIRO Early Research Career (CERC) Postdoctoral Fellows—special conditions

CSIRO assists in the development of ~~scientists~~ the next generation of leaders of the innovation system and CERC Postdoctoral Fellowships are the primary mechanism by which CSIRO delivers this assistance. CSIRO’s purpose in offering CERC Postdoctoral Fellowships is to provide:

- A differentiated career development program to deliver capability excellence and breadth across all facets of the national innovation system; provide young scientists with the opportunity to gain experience in order to develop capability for the nation;
- Research training via strategic research and development projects with a clear focus that will deliver real impact through science and technology excellence; assist universities to produce a pool of potential employees;
- An innovative culture supporting the development and demonstration of original thinking and expertise leading to peer recognition; refresh and add value to CSIRO’s research activities (through original insights, new knowledge and/or techniques); and
- Opportunities to develop skills and experience in collaborative research teams to effectively work within national and global multi/transdisciplinary and multi-stakeholder environments. facilitate the identification and recruitment of potential science leaders.

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

The following special conditions apply to appointments of CERC Postdoctoral Fellows:

- (a) The duration of a ~~single term appointment as a designated~~ CERC Postdoctoral Fellowship ~~is may not exceed~~ three years full-time or equivalent, but may be a

minimum of two years in special circumstances, allowing for breaks or part-time pro-rata considerations. Consecutive appointments as a CERC Postdoctoral Fellow may be offered only where, provided that on completion of the Fellowship is within a different discipline area to their first CERC Fellowship. The consecutive appointment must provide a different learning, development and training opportunity than the first Fellowship.—On completion of the Fellowship/s, the officer's total relevant work experience since confirmation of their his/her doctorate must does not exceed six full-time equivalent years.

- (b) (i) A structured learning training and development and training plan must be developed by the supervisor in consultation with the CERC Postdoctoral Fellow within three months after commencement. The plan will be designed to facilitate the development of the Fellow's capabilities to those expected of an independent researcher and opportunity will be provided for the Fellow to apply those capabilities in their work, as they develop.
- (ii) The learning training and development and training plan will include defined opportunities for formal involvement in research planning, conference attendance, publication and review of scientific papers and fully funded training courses for skills development, unless otherwise agreed between CSIRO and the Fellow.
- (c) Except as provided in clause 18.4, a person appointed as a CERC Postdoctoral Fellow is classified at a minimum of CSOF Level 4.2. Higher pay points within CSOF 4 may be used where the CERC Postdoctoral Fellow has had prior relevant postdoctoral research experience. 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 CERC Postdoctoral Fellowships are offered the previous Fellowship will be regarded as continuous for the purposes have of access to rewards including performance and development steps, performance cash rewards and accelerated advancement during their Fellowship and promotion.

#### **4. Records**

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

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

- (a) The parties recognise that patterns of employment in CSIRO have changed significantly in recent years. Consistent with the commitment to treat all officers equitably, whether term or indefinite, it is agreed that officers employed for a specified term will be:
- informed of their rights and options in respect to applicable superannuation schemes on commencement or when their employment situation changes;
  - required to participate in the APA process, when employed for periods exceeding three months;
  - eligible for performance rewards on the same basis as an indefinite officer including entitlement to Performance and Development Step progression where breaks between appointments do not exceed three months in an APA cycle;
  - exempt from a further probation period provided that:

- (i) the break since their last period of service is not greater than six months;
  - (ii) prior service has been satisfactory;
  - (iii) the appointee is medically fit to perform the requirements of the position; and
  - (iv) the new duties are comparable with the duties undertaken in the previous position.
- eligible for applicable relocation conditions (temporary or permanent relocation as appropriate) provided that:
    - (i) their position is required at the new location;
    - (ii) they are employed at the date of written notice of transfer to a new location; and
    - (iii) their term extends beyond the transfer date.

## 6. Separation Payment

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

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

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

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

For the purposes of this paragraph:

- service shall date from 17 June 1998;
- the minimum specified term period for payment is one calendar month (e.g. from 9 April to 8 May);
- payment is calculated at the termination salary and includes the following allowances;
  - (i) Enhanced Responsibility~~es~~y Allowance, if it was received for a continuous period of at least 12 months preceding the date of cessation;
  - (ii) Payment for shift work, restriction duty or overtime where it was received regularly i.e. in 50% or more of the pays received in the 12-month period preceding cessation. In this case the average fortnightly payment during that period will be included for the purpose of calculating the separation payment; and

(iii) First Aid Allowance, Superior Performance Rating (Premium Step) and AAHL Site Allowance.

- where there is a change in hours of work during the period of the term (for example, a movement to part-time hours), payment will be based on average hours worked over the full period of the term;
- an officer shall not receive payment more than once for a specific period of service;
- all periods of leave without pay do not count as service for purposes of payment under this clause; and
- an officer who secures indefinite CSIRO employment during or at the conclusion of a period of fixed term employment, shall have no entitlement to this separation payment in respect of previous periods of term employment.

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

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

## 7. Termination by CSIRO

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 through placement on CSIRO's central redeployment register as a specified term officer and being considered for opportunities that arise for which they have suitable skills; and
- be entitled to a separation payment as per paragraph 6 of this Schedule for completed months of service and the period of service that would have otherwise been completed if the employment continued to the end of the specified term period.

## 8. Eligibility for Indefinite Appointment

(a) Except as provided in (b) of this clause, or paragraph 9 of this Schedule, term officers may be considered for indefinite appointment in the following circumstances:

- (i) They are candidates for externally advertised positions; or
- (ii) They were originally recruited through a competitive selection process and
  - are candidates for internally advertised positions; or
  - in the opinion of the Organisation it is desirable to offer indefinite employment without a position being advertised (such offers are at the discretion of the Delegate).

(b) Trainees, who were recruited through external advertisement, are eligible to apply for internally advertised positions after the first six months of their term.

## 9. Review of Tenure Status

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

- (a)
  - (i) Where a term officer is being considered for a subsequent term appointment which will extend total employment beyond four years, an assessment overseen by the Delegate will be completed in the last three months of their current term, to determine whether further employment is appropriate and whether such employment will be offered on a term or indefinite basis.
  - (ii) The officer shall be notified in writing of the result of the assessment and the reasons for the decisions at least one month prior to the term end. However, the decision is not subject to review under clause 84 of this Agreement, or any other CSIRO review mechanisms.
- (b)
  - (i) Where a term officer has had more than seven years of service, and further employment is being considered, an assessment process shall be completed, in the last three months of their current term to determine whether further employment is appropriate and whether such employment will be offered on a term or indefinite basis.
  - (ii) The officer shall be notified in writing at least one month prior to the term end of the result of the assessment and the reasons for the decisions shall be provided in writing if requested. If the officer is not satisfied with the reasons for the decision the officer may seek a review under clause 84 of this Agreement.
  - (iii) For the purposes of this assessment, where an officer would be offered indefinite appointment but does not satisfy the requirements of paragraph 8(a) (i.e. was not originally recruited through a competitive selection process and is not a candidate for an externally advertised position), those requirements may be waived if the Business Unit considers that there would be no advantage in conducting a competitive selection process.

## 10. Term Officer Redeployment (other than early termination by CSIRO)

- (a) In addition to any Business Unit's processes an officer shall have access to CSIRO's redeployment process through placement on CSIRO's central redeployment register as a specified term officer and being considered for opportunities that arise for which they have suitable skills, 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.