



About the F10 Application Form

Application for the Commission to Deal with a Dispute in Accordance with a Dispute Settlement Procedure

When to use this form

Part 6-2 of the *Fair Work Act 2009* states that you may use this form to lodge an application to the Fair Work Commission (the Commission) to deal with a dispute if:

- a modern award, enterprise agreement, public sector determination, contract of employment or other written agreement applies to you
- it contains a dispute resolution procedure
- that dispute resolution procedure requires or allows the Commission to deal with a dispute
- you have followed all internal dispute resolution procedures or other dispute resolution procedures that you are required to before lodging a dispute with the Commission
- you would like the Commission to deal with the dispute in accordance with the dispute resolution procedures.

Note: under Schedule 19 to the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*, the Commission may be allowed to deal with a dispute in accordance with a dispute resolution procedure in an agreement made under the *Workplace Relations Act 1996* and other transitional instruments.

About dispute resolution

Section 738 of the *Fair Work Act 2009* allows parties to a workplace dispute to apply to the Commission to deal with the dispute if:

- a modern award or enterprise agreement (known as industrial instruments), or a public sector determination, contract of employment or other written agreement includes a dispute resolution procedure, and
- that dispute resolution procedure requires or allows the Commission to deal with a dispute.

The Commission can only deal with a dispute in the way that the dispute resolution clause allows. For example, a clause may allow a party to apply to the Commission to deal with a dispute only after all internal dispute mechanisms have been exhausted. The Commission must not exercise any powers until the conditions of the clause have been met.

The Commission can only deal with disputes under a contract of employment, other written agreement or public sector determination that relate to the National Employment Standards (the NES) or a safety net contractual entitlement (s.738 and s.739). A safety net contractual entitlement is an entitlement under a contract of employment that relates to the NES or a modern award (for example, a rate of pay) (s.12). Information about the NES and modern awards is available on the Commission's website www.fwc.gov.au.

The Commission can only deal with a dispute about an individual flexibility arrangement or a request for a period of parental leave beyond the initial 12 months provided under the NES if the enterprise agreement, contract of employment or other written agreement allows it.

Lodging your completed form

1. **Lodge your application** and any supporting documents with the Commission. You can lodge your application electronically using the Commission's [Online lodgment](#) facility. You can also lodge your

application by post, fax or email, or in person to the Commission office in your State or Territory. The addresses are available on our website at www.fwc.gov.au or by calling 1300 799 675.

2. **Serve a copy** of this application and any supporting documentation on the Respondent as soon as practicable after the document is lodged with the Commission.

Where to get help

Commission staff & resources

Commission staff cannot provide legal advice. However, staff can give you information on:

- processes in the Commission
- how to make an application to the Commission
- how to fill out forms
- where to find useful documents such as legislation and decisions
- other organisations that may be able to assist you.

The Commission's website www.fwc.gov.au also contains a range of information that may assist.

Throughout this form



This icon appears throughout the form. It indicates information to help you answer the question following.

Legal or other representation

Representation is where another person (such as a lawyer, a representative from a union or employer organisation or a family member) speaks or acts on your behalf in relation to your matter. There is no requirement for you to be represented when you appear at the Commission. You will need the permission of the Commission Member dealing with your case if you wish to be represented by a lawyer or paid agent unless that person is:

- employed by a union or employer organisation, a peak union or peak employer body, or
- one of your employees or officers (if you are an employer).

If you decide to represent yourself in proceedings you will need to make sure you are well prepared.

Glossary of common terms

Jurisdictional objection—This is a type of objection a Respondent can raise to an application. A Respondent can make this kind of objection if they think that the Commission, for a technical or legal reason, cannot hear the matter.

Party—A party is a person or organisation involved in a matter or case that is brought to the Commission.

Respondent—The person or business responding to an application made by an Applicant.

Service—Serving a document means giving a copy of the document to a person or organisation, usually to the other party to the matter. You can serve a document in a number of ways, including by email, fax, express or registered post, or in person. Parts 7 and 8 of the Fair Work Commission Rules 2013 deal with service.

Privacy

The Commission collects the information (including personal information) provided to it in this form for inclusion on the case file, and may disclose this information to the other parties to this matter and to other persons. For more details of the Commission's collection, use and disclosure of this information, please see the Privacy Notice for this form, or ask for a hard copy to be provided to you.



Remove this cover sheet and keep it for future reference—it contains useful information.

Form F10—Application for the Commission to Deal with a Dispute in Accordance with a Dispute Settlement Procedure

Fair Work Act 2009, s. 739; Fair Work (Transitional Provisions and Consequential Amendments) Act 2009), Schedule 19

This is an application to the Fair Work Commission for it to deal with a dispute in accordance with a dispute settlement procedure.

The Applicant



Please enter your details here.

Title [X] Mr [] Mrs [] Ms [] Other please specify:

First name(s) Sam

Surname Popovski

Postal address 10/440 Collins Street

Suburb Melbourne

State or territory VIC **Postcode** 3000

Phone number 03 8620 6348 **Fax number**

Email address sam.popovski@cpsu.org.au

If the Applicant is a company or organisation please also provide the following details

Legal name of business Community and Public Sector Union (PSU Group)

Trading name of business Community and Public Sector Union (PSU Group)

ABN/ACN 30987910747

Contact person Sam Popovski

Do you need an interpreter?



If you require an interpreter (other than a friend or family member) in order to participate in conciliation, a conference or hearing, the Fair Work Commission will provide an interpreter at no cost.

[] Yes—Specify language

[X] No

Do you require any special assistance at the hearing or conference (e.g. a hearing loop)?

Yes—Please specify the assistance required

No

Do you have a representative?



A representative is a person or business who is representing you. This might be a lawyer, a representative from a union or employer association or a family member who will speak on behalf of you. There is no requirement to have a representative.

Yes—Provide representative’s details below

No

Your representative



These are the details of the person or business who is representing you.

Name of person

Organisation

Postal address

Suburb

State or territory

Postcode

Phone number

Fax number

Email address

The Respondent



These are the details of the person or business who will be responding to your application to the Commission.

Title Mr Mrs Ms Other please specify:

First name(s) Alexandra

Surname Allars

Postal address PO Box 225

Suburb Dickson

State or territory ACT **Postcode** 2602

Phone number 02 6276 6000 **Fax number**

Email address alexandra.allars@csiro.au

If the respondent is a company or organisation please also provide the following details

Legal name of business Commonwealth Scientific and Industrial Research Organisation

Trading name of business CSIRO

ABN/ACN 41687119230

Contact person Alexandra Allars

Note: Responding to this application

If you would like to provide a response you should lodge your response with the Commission as soon as practicable. You can lodge your response electronically using the Commission's [Online lodgement facility](#). You can also lodge your response by post, fax or email, or in person to the [Commission office](#) in your State or Territory. There is no prescribed form for your response, you can use the F1—Application (no specific form provided).

You must serve a copy of your response and any supporting documentation on the Applicant as soon as practicable after the document is lodged with the Commission.

1. Coverage**1.1 What industry is the employer in?**

Commonwealth employment

1.2 What type of industrial instrument (e.g. an award or agreement) or other written agreement covers the employment relationship and contains the dispute resolution procedure relevant to this application?

Select one of the options below.

If you are not sure, the [Fair Work Ombudsman](#) can help you find out which industrial instrument covers you or your business.

If you know what industrial instrument covers you but you don't know all of the information to answer questions 1.2, 1.3 and 1.4 you can search for your instrument on the [Commission's website](#).

[] A modern award

What is the name of the modern award:

[X] An enterprise agreement (made under the *Fair Work Act 2009* after 1 July 2009)

What is the name of the enterprise agreement:

CSIRO Enterprise Agreement 2011-2014

What is the ID code of the enterprise agreement (i.e. the eight digit code starting with AE):

AE886531

[] Other instrument or written agreement

What is the name of the instrument or other written agreement containing the dispute resolution procedure:

What is the ID code of the instrument or other written agreement (if applicable):

1.3 What clause of the industrial instrument or other written agreement contains the dispute settlement procedure?

List the dispute resolution clause number from the relevant industrial instrument below. Attach a copy of the clause to this application.

Clause 87 Disputes concerning matters covered by this Agreement (*Attachment A*)

1.4 What clause of the industrial instrument or other written agreement does the dispute relate to?

List the clause(s) within the relevant industrial instrument or other written agreement that the dispute relates to. If also relevant, **list** the National Employment Standard that the dispute relates to. Attach a copy of the clause to this application

Schedule 3 Redeployment and retrenchment (*Attachment B*)

2. About the dispute**2.1 What is the dispute about?**

Using numbered paragraphs, set out a description of what the dispute is about, including by reference to the clauses set out above. Attach additional pages if necessary.

1. On 23 May, a formal dispute was notified to CSIRO (*Attachment C*).
2. The dispute has two aspects: the first aspect is alleged breaches of consultation and individual notifications of potential redundancy, specifically that:
 - CSIRO has failed to consult as required by Clause 3(b) of Schedule 3: *Consultation in accordance with Clause 57 will then occur so that options and measures to reduce the need for, and mitigate the impacts of, redundancies can be fully explored.* Clause 57 (Staff Participation and Consultation) is *Attachment D* to this application.
3. The second aspect of the dispute is alleged breaches of voluntary redundancy substitution ('VRS'), as required by Clause 4 of Schedule 3, specifically that:
 - CSIRO has failed to effectively utilise VRS across all of CSIRO, because the organisation has implemented a 'siload' approach to identify capabilities and potential mitigations concentrated on six business units of CSIRO.

4. After three formal meetings with CSIRO Corporate HR (24 May, 26 May, 3 June), the dispute remained unresolved, with CSIRO not agreeing to any specific proposals made by the union.
5. On 21 June, the union wrote to CSIRO in a further attempt to resolve the dispute (*Attachment E*), specifically by requesting information in writing from (and a meeting with) the CSIRO CEO or Deputy CEO:
 - A list of all the scientific capabilities that are being reduced or are no longer required by CSIRO; and
 - The methods and processes adopted by CSIRO to identify potentially redundant officers overall and what efforts on behalf of the CSIRO to mitigate have occurred to reduce the number of potentially redundant officers.
6. As stated in the letter of 21 June, the union maintains that until this information is provided, a meeting/s with the CSIRO CEO or Deputy CEO then occurs and the consultation process is completed with the union and CSIRO officers, that we *'require an undertaking from CSIRO that no CSIRO officer's employment be terminated on the ground of redundancy, unless the termination is due to a voluntary redundancy.'* (through a VRS).
7. Note, most officers that are impacted are currently 'potentially redundant' and are considered by CSIRO to be in 'their redeployment period' (Clause 7 of Schedule 3).

2.2 Does this application relate to a refusal by an employer of a request by an employee for flexible working arrangements?

Yes

No

2.3 Does this application relate to a refusal by an employer of a request by an employee for an extension of unpaid parental leave?

Yes

No

2.4 What steps have already been taken to resolve the dispute under the dispute resolution procedure?

Using numbered paragraphs, set out, in chronological order, the steps already taken (if any). Attach additional pages if necessary.

1. The union has acted in accordance with Clause 87 to participate in discussions to try to resolve the dispute:
 - As stated in Section 2.1 of this application, three formal meetings to seek to resolve the dispute were held between CSIRO Corporate HR and union representatives on 24 May, 26 May and 3 June.
 - Further meetings have been held between the union and responsible managers of each of six business units of CSIRO. These meetings, although useful in providing information to union representatives, have not removed the potential for avoidable job losses through consultation and VRS across the whole of CSIRO, and have accordingly, also not resolved the dispute.
2. The union has consequently, hereby referred the dispute to the Fair Work Commission.

3. Relief sought

3.1 What relief are you seeking by making this application to the Commission?

If the dispute resolution clause in the instrument gives the Commission the power to arbitrate the dispute, please also specify the determination sought.

The relief is outlined in the letter of 21 June (*Attachment E*). Specifically:

1. CSIRO CEO or Deputy CEO provide in writing to the union, a list of all the scientific capabilities that are being reduced or are no longer required by CSIRO;
2. CSIRO CEO or Deputy CEO provide in writing to the union, the methods and processes adopted by CSIRO to identify potentially redundant officers overall and what efforts on behalf of the CSIRO to mitigate have occurred to reduce the number of potentially redundant officers;
3. CSIRO CEO or Deputy CEO meet with the union to discuss the matters in 1 and 2 above, including measures taken to give effect to the requested matters; and
4. Until 1, 2 and 3 above have occurred and the consultation process is complete, the Staff Association requires an undertaking from CSIRO that no CSIRO officer's employment be terminated on the ground of redundancy, unless the termination is due to a voluntary redundancy substitution.

Signature

If you are completing this form electronically and you do not have an electronic signature you can attach, it is sufficient to type your name in the signature field. You must still complete all the fields below.

Signature**Name** Sam Popovski**Date** 28/06/2016**Capacity/
Position** Secretary, CSIRO Section, Community and Public Sector Union (PSU Group)

Where this form is not being completed and signed by the Applicant, include the name of the person who is completing the form on their behalf in the **Capacity/Position** section.

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR OWN RECORDS

Attachment A

87. DISPUTES CONCERNING MATTERS COVERED BY THIS AGREEMENT

- (a) If a dispute relates to:
- (i) a matter arising under the Agreement; or
 - (ii) the National Employment Standards;
- this term sets out procedures to settle the dispute.
- (b) An officer who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (c) 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.
- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
- (e) Fair Work Australia may deal with the dispute in two stages:
- (i) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - arbitrate the dispute; and
 - make a determination that is binding on the parties.

Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Australia 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.

- (f) While the parties are trying to resolve the dispute using the procedures in this term:
- (i) 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
 - (ii) an officer must comply with a direction given by CSIRO to perform other available work at the same workplace, or at another workplace, unless:
 - the work is not safe; or
 - applicable occupational health and safety legislation would not permit the work to be performed; or
 - the work is not appropriate for the officer to perform; or
 - there are other reasonable grounds for the officer to refuse to comply with the direction.
- (g) The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

SCHEDULE 3 – REDEPLOYMENT AND RETRENCHMENT

1. Application

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

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

2. Potentially Redundant Officers

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

3. Consultation

- (a) Where, due to organisational change or restructuring, ten or more officers are likely to become potentially redundant, the following information shall be made available, in writing, to the relevant unions:
- details of the circumstances causing the potential redundancy situation;
 - the impact of the proposed change upon science, research capabilities and/or support for these areas;
 - the anticipated number of officers affected and their level, functional area and location; and
 - the method of identifying potentially redundant officers.

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

- (b) Consultation in accordance with Clause 57 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) CSIRO will, on an annual basis, make all officers aware of the option of being listed on a Voluntary Redundancy Substitution register which will be maintained by CSIRO Human Resources. CSIRO will not refuse an officer's election to be placed on the register. Additionally, when Business Units are undertaking organisational change or restructuring they will advise all officers at that time of the opportunity for voluntary redundancy substitution.

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

- (a) After voluntary redundancy substitution has been considered, in any situation where the number of roles available is fewer than the current number of officers occupying those roles, the following process will be adopted.
- (b) The responsible Line Manager will use available knowledge and information to undertake an assessment of each officer against the organisational requirements for the role/s developed in line with the applicable work classification standards. The principles of procedural fairness will be applied. The officer will have the opportunity to provide information if they so choose, however they will not be required to make a formal application for their existing role.
- (c) The final decision will be made by the responsible Line Manager and affected officers will be advised. Where it is determined that there is no ongoing organisational requirement for the officer's skills, the officer will be advised that they are potentially redundant and will be provided with information in accordance with sub-paragraph 6(a).

6. Advice and information to individual impacted officer

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

- (b) Where an officer has requested the involvement of a representative, they will be provided with the information in respect of the officer concerned.

7. Redeployment

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

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

- (d) Where an officer secures further employment in CSIRO, and is required to move house in order to take up the appointment, the officer will be eligible for the same conditions as would apply had the officer been promoted to that position.
- (e) For the purposes of calculating salary, allowances referenced in 10 (e) will apply.

8. Retrenchment

- (a) Formal written notification

Where there are no apparent redeployment opportunities and the redundancy is to proceed, the officer will be formally advised in writing. This notification will detail the various options in terms of the timing of termination and the relevant benefits (if applicable).

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

- (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 addition to the lump sum or income maintenance benefit, (where applicable). During this 10-day period the officer must provide written advice as to their preferred benefit.

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

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

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

- (d) Financial planning, skilling and career support

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

9. Lump Sum Payment

- (a) An eligible officer who is retrenched will receive a lump sum payment calculated in accordance with this paragraph UNLESS the officer elects in writing to receive income maintenance.
- (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*.

Where the lump sum payable under this sub-paragraph exceeds the sum of salary that would be payable were the officer to continue in employment until they reach the age of 67, the officer will receive the greater of:

- the sum of salary that would be payable were the officer to continue in employment until they reach the age of 67; or
- the amount of redundancy pay the officer is entitled to receive 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 sub-paragraph 8(a);
 - (ii) Payment for shift work, restriction duty or overtime where it was received regularly i.e. in 50% or more of the pays received in the 12-month period preceding the giving of notice under sub-paragraph 8(a). The amount included will be the average fortnightly payment during the 12 month period; and
 - (iii) First Aid Allowance, Superior Performance Rating (Premium Step) and AAHL Site Allowances.

10. Income Maintenance after termination

- (a) Where the formal advice under sub-paragraph 8(a) is given, officers who elect to take the income maintenance option 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;
- and provided that the sum payable under this sub-paragraph shall not exceed the sum of salary that would be payable were the officer to continue in employment until the age of 67.
- (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 sub-paragraph 8(a);
 - (ii) Superior Performance Rating (Premium Step), but only for that part of the period of income maintenance that would have been paid, had the officer not been in receipt of income maintenance under the terms in this Schedule;
 - (iii) Payment for shift work, restriction duty or overtime where it was received regularly i.e. in 50% or more of the pays received in the 12-month period preceding the giving of notice under sub-paragraph 8(a). The amount included will be the average fortnightly payment during the 12 month period; and
 - (iv) First Aid and AAHL site allowances.
- (f) During the period of income maintenance, former officers will be required to provide acceptable evidence of income (from employment or unemployment relief) in order to establish and maintain eligibility for income maintenance.

11. Retention in Employment

- (a) An officer may seek the Senior Manager's agreement to sacrifice all or part of their income maintenance period (on a week for week basis) in return for an equivalent period of retention in employment. There is no entitlement to retention in employment and agreement to this arrangement is totally at the Senior Manager's discretion. There is no requirement for the Senior Manager to justify the response to such a request. Where a period of retention is agreed, this period will not be taken into account for the purposes of determining the income maintenance entitlement (e.g. if an officer gains 20 years service during the retention period, this does not create an entitlement to 14 months income maintenance).

12. Service for Redundancy Pay Purposes

For the purpose of calculating an entitlement in accordance with paragraphs 9 and 10 of this schedule, “service” means:

- service in CSIRO;
- Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- service with the Commonwealth (other than service with a joint Commonwealth–State body or a body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
- service with the Australian Defence Forces;
- service in another organisation where:
 - (i) an officer was transferred from that organisation with a transfer of function; or
 - (ii) an officer engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the CSIRO and such service is recognised for long service leave purposes.

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

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

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

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

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

13. Independent Review

- (a) An officer may seek an independent review under Schedule 4 in relation to other redundancy issues which do not impinge on the validity of the decision to retrench him/her (i.e. the purpose of the independent review cannot be to question the redundancy itself).
- (b) An officer may bring an action against termination of employment under Clause 86 of this Agreement.

23 May 2016

Dispute Notification to CSIRO from Staff Association

Dear Trevor and Alex,

Dispute regarding Schedule 3

In accordance with the dispute resolution procedures of Clause 87 of the CSIRO Enterprise Agreement 2011-2014 ("the Agreement"), the CSIRO Staff Association hereby notifies a dispute to CSIRO.

Consultation and the Individual Notification of Potential Redundancy

Between 28 April and 9 May 2016, CSIRO provided information to the Staff Association as required under Schedule 3, Clause 3(a) on organisational change and restructuring relating to officers that are likely to become potentially redundant within six CSIRO Business Units: Land and Water, Mineral Resources, Agriculture, Food and Nutrition, Oceans and Atmosphere and Manufacturing.

Clause 3(b) of Schedule 3 of the Agreement requires that following the provision to the CSIRO Staff Association of the information required to be provided under clause 3(a), consultation in accordance with clause 57 of the Agreement must take place.

This requires consultation between CSIRO and relevant officers, being officers who "may be affected" (my emphasis).

The purpose of such consultation, differently to consultation that has taken place between CSIRO and the Staff Association to date regarding the decision to restructure itself, must "fully explore", "options and measures to reduce the need for, and mitigate the impacts of, redundancies".

Such consultation must involve officers being notified that they can request the involvement and assistance of a representative under Clause 3(c).

Further, clause 57(k) requires that consultation under the clause take place in a manner that "facilitates informed decision making, particularly on matters that affect the employment of staff and provides officers and their representatives with a genuine opportunity to influence the decision maker."

In the context of the requirements of clause 4 and 5 of Schedule 3 regarding Voluntary Substitutions this requires that CSIRO meet and consult:

1. with all officers whose skills and capabilities have been determined not to be required by CSIRO; and

2. that it consult with such officers regarding measures to reduce or mitigate redundancies across the operations of the whole business, rather than on a Business Unit by Business Unit basis.

Further, clauses 3, 4, 5 and 6, when read together, require that CSIRO complete consultation with relevant officers or their representatives, and complete voluntary redundancy substitution prior to any individual employee being notified that they are potentially redundant.

However, the process that CSIRO has adopted to date to progress the redundancy of staff of the organisation has been:

1. Each individual Business Unit has separately provided the information required by clause 3(a) of Schedule 3 to the Staff Association, in respect of the anticipated redundancies within their Business Unit;
2. Each individual Business Unit has given notice to individual officers that they are potentially redundant;
3. Each individual Business Unit has held individual meetings with each such notified officer, and their representative when requested, regarding the proposed redundancy of their position;
4. Some Business Units have already notified some staff that they are potentially redundant under clause 6(a); and
5. Only limited information has been provided to the Staff Association on next steps and timeframes of all activities in the process.

As a result of this process, individual officers have been identified rather than the skills and capabilities that are no longer required by CSIRO. Consultation has taken place with individuals already prematurely identified, when consultation should have occurred with all employees across CSIRO whose skills and capabilities had been identified as not being required so as to first ensure genuine discussion about methods of reducing or mitigating the need for forced redundancies.

For example, voluntary redundancy substitution is not occurring with staff and the Staff Association. Communication to staff on the option of voluntary redundancy substitution has been inadequate across CSIRO and specifically in Business Units that do not have officers that have been identified as likely to become potentially redundant at this stage. Such Business Units, however, may employ persons with the same or similar skills as a person identified for redundancy in a different Business Unit. The Staff Association is aware of some cases where one Business Unit has identified an employee as potentially redundant, when they share their skills with another Business Unit that continues to require their skills.

Further, consultation has been attempted on a Business Unit by Business Unit basis, when it is the case that the same or similar science and research skills and capabilities are to be found in a number of Business Units, and with individuals sometimes sharing work across different Business Units.

Due to the way in which CSIRO has approached the potential redundancies flowing from organisational change and restructuring, there has been limited consultation about options and measures across all Business Units to reduce the need for, or mitigate the impacts of, redundancies. Such consultation must be adequate prior to individuals being identified.

We request that CSIRO suspend all current processes that are, or have, identified individual officers for potential redundancy until consultation occurs:

1. with all officers whose skills and capabilities have been determined not to be required by CSIRO, and their representatives; and
2. regarding measures to reduce or mitigate redundancies across the operations of the whole business, rather than on a Business Unit by Business Unit basis.

Please respond to this specific request in writing by COB Tuesday 24 May.

Voluntary Redundancy Substitution

Further and in addition, we dispute the manner in which clause 4 of Schedule 3 of the Agreement has been applied by CSIRO.

Clause 4 requires CSIRO to determine whether the skills of individual officers are a close match across the whole of the organisation. Based on the information available to the Staff Association, this has not occurred.

Clause 4 also requires CSIRO to hold discussions with each individual officer, that being those on the voluntary redundancy substitution register and those who are likely to become potentially redundant. Individual staff and the Staff Association have not been provided information by CSIRO to demonstrate that this has occurred.

Further, the Staff Association is aware of members in some Business Units with skills similar to those of members in other Business Units who have been identified as potentially redundant, but who have not been advised of, or considered for voluntary redundancy substitution.

Clause 5 of Schedule 3 of the Agreement requires that the identification of individual officers from an impacted group of officers must not occur until Clauses 3 and 4 have been implemented properly. Clause 6 of the Agreement, in turn, only operates upon an officer being advised, pursuant to Clauses 4 and 5, that they are potentially redundant, and not before.

We request that CSIRO suspend all current voluntary substitution processes and not proceed to Clause 5 and 6 of Schedule 3 of the Agreement until:

1. All staff in CSIRO are notified of all of the skills and capabilities that are no longer required by CSIRO and being considered for potential redundancy;

2. All staff in CSIRO are then advised of the option of Voluntary Redundancy Substitution and provided a timeframe for notifying CSIRO if they choose to be placed on the register;
3. A complete skills and capabilities audit of all relevant officers is provided to the Staff Association; and
4. A complete report of all discussions with individual officers, that being those on the voluntary redundancy substitution register and those who are likely to become potentially redundant, by date and Business Unit, is provided to the Staff Association.

Please respond to this request in writing by COB Tuesday 24 May.

Given the urgent nature of these matters impacting on our members, the Staff Association requires a written response to this dispute notice by COB Tuesday 24 May. We also require CSIRO to be available for discussions at a meeting with the Staff Association to seek to resolve this dispute in accordance with Clause 87(c) of the Agreement by COB Friday 27 May (assuming the dispute has not resolved through your actions and written response to this email).

Yours sincerely,



Sam Popovski
Secretary
CSIRO Staff Association

57. STAFF PARTICIPATION AND CONSULTATION

- (a) 57(b) to 57(j) applies if:
- (i) CSIRO has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (ii) the change is likely to have a significant effect on officers of the enterprise.
- (b) CSIRO must notify the relevant officers of the decision to introduce the major change.
- (c) The relevant officers may appoint a representative for the purposes of the procedures in this term.
- (d) If:
- (i) a relevant officer appoints, or relevant officers appoint, a representative for the purposes of consultation; and
 - (ii) the officer or officers advise CSIRO of the identity of the representative;
- CSIRO must recognise the representative.
- (e) As soon as practicable after making its decision, CSIRO must:
- (i) discuss with the relevant officers:
 - the introduction of the change; and
 - the effect the change is likely to have on the officers; and
 - measures CSIRO is taking to avert or mitigate the adverse effect of the change on the officers; and
 - (ii) for the purposes of the discussion — provide, in writing, to the relevant officers:
 - all relevant information about the change including the nature of the change proposed; and
 - information about the expected effects of the change on the officers; and
 - any other matters likely to affect the officers.
- (f) However, CSIRO is not required to disclose confidential or commercially sensitive information to the relevant officers.
- (g) CSIRO must give prompt and genuine consideration to matters raised about the major change by the relevant officers.
- (h) If a term in the Enterprise 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 subclauses (b), (c) and (e) are taken not to apply.
- (i) In this term, a major change is *likely to have a significant effect on officers* if it results in:

- (i) the termination of the employment of officers; or
 - (ii) major change to the composition, operation or size of CSIRO's workforce or to the skills required of officers; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain officers; or
 - (vi) the need to relocate officers to another workplace; or
 - (vii) the restructuring of jobs.
- (j) In this term, *relevant* officers means the officers who may be affected by the major change.
- (k) Consistent with subclause 57(a), where CSIRO has made a definite decision to introduce major change, consultation shall occur before the major change is introduced.

In all other circumstances, where initiatives or proposals have implications for the employment of staff or affect the way work is to be performed, CSIRO shall consult with affected officers and their representatives.

- (l) Consultation facilitates informed decision making, particularly on matters that affect the employment of staff and provides officers and their representatives with a genuine opportunity to influence the decision maker. It is not joint decision making nor does it constrain the prerogative of management to make decisions.
- (m) Consultation can take many forms but regular meetings are encouraged as they provide an avenue for sharing information, receiving feedback, generating ideas and resolving workplace issues in a spirit of cooperation and trust. Where decisions are made following workplace consultation with staff, feedback will be provided to staff on the broad inputs considered and the rationale for the decisions made.
- (n) The parties to the Agreement recognise that Consultative Council and other consultative mechanisms exist to discuss issues that may have organisation wide impact, including those that may result in significant strategic or resource allocation changes. The following matters have been identified by the parties as issues to be discussed in 2011, through Consultative Council or other consultative mechanisms:
- initiatives to support the psychological health and well being of staff;
 - staff and science capabilities at regional sites;
 - staff allocation to projects;
 - the application of Clause 11 arrangements; and
 - employment of trades apprentices.
- (o) CSIRO shall provide annually, by 31 October each year demographic and employment data covering the following:
- the number of indefinite, specified term and casual officers by gender; age; non English speaking background; ATSI background and business unit;

- the number of specified term officers by Business Unit; functional area; CSOF level and State;
- the number of part time officers;
- the number of specified term staff cessations by length of service;
- the number of commencements and cessations of indefinite, specified term and casual officers by functional area and Business Unit;
- the number of market related employment arrangements, including details of Business Unit, State, functional area and CSOF level;
- the number of formal appeals and grievances; and
- the number of redundancies by:
 - (i) Business Unit;
 - (ii) Functional area;
 - (iii) CSOF level.

Attachment E

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A section of the Community and Public Sector Union



21 June 2016

Larry Marshall and Craig Roy
CSIRO Executive

By email: larry.marshall@csiro.au; craig.roy@csiro.au;
Cc: trevor.heldt@csiro.au; alexandra.allars@csiro.au; michael.borgas@csiro.au;
michael.macdonald@cpsu.org.au

Dear Larry and Craig,

We refer to previous correspondence, the dispute notice lodged by the CSIRO Staff Association with CSIRO on 23 May 2016 and the subsequent discussions between CSIRO and CSIRO Staff Association.

As a result of the above mentioned dispute, a number of scheduled meetings occurred. At the third meeting on 3 June 2016, the CSIRO refused to implement the specific consultation requests set out in our dispute notification dated 23 May 2016. Instead the CSIRO offered to conduct meetings with the responsible managers of each of the six business units named in the dispute, in order to provide further information about the status of the redeployment and retrenchment processes within each Business Unit. With respect:

- (a) this obscures the fact that the CSIRO is seeking to implement an overall reduction in the size of the organisation's workforce due to a Executive decision; and
- (b) it carries the potential for avoidable job losses.

The information that was provided to the CSIRO Staff Association regarding the status of the redeployment and retrenchment processes was focussed on individual Business Units and did not assist in furthering consultation between the parties on the reduction overall.

I remind CSIRO that cl. 57(l) of the Enterprise Agreement 2011-2014 (the **Agreement**) anticipates informed decision making, especially in relation to the employment of staff, with a view to affording employee representatives a genuine opportunity to influence those who are making redundancy decisions. This measure is to be viewed in the context of the obligations stated in cl. 3(a) and (b) of Schedule 3, which first obliges the CSIRO to provide quite specific information concerning persons who are "likely to become potentially redundant" (as defined in cl. 2 of Schedule 3) and then requires consultation to occur under the aegis of cl. 57 concerning measures to reduce the need for and mitigate the impact of redundancies. The information provided by CSIRO is intended to facilitate the full exploration of the aforementioned measures. What has been done by CSIRO thus far falls short.

There are three matters which the Staff Association would like to discuss further which address the obligation stated in cl. 3(b) of Schedule 3 of the Agreement.

First, the Voluntary Redundancy Substitution ("VRS") register is not being utilised effectively. Where CSIRO identifies a work need that it assesses as surplus that may give rise to a "potentially

redundant" CSIRO officer, the VRS offers an opportunity for swaps to occur with the result that an affected officer ceases to be potentially redundant due to re-deployment. For the VRS to be used effectively CSIRO officers outside the relevant business unit need to be notified of the circumstance that gives rise to a potential redundancy in order to determine whether they wish to put their name on the VRS.

Second, there are situations where upcoming funding and/or future job vacancies will occur in business units and within capability areas. These opportunities offer a possible redeployment option. The "siloed" approach to the assessment and implementation of potential redundancies adopted thus far by CSIRO carries the potential for affected staff to miss out on the opportunity for redeployment to another business unit. There is a need for a whole of CSIRO approach to information, including about upcoming funding and/or future job vacancies, so that affected CSIRO officers do not miss out on a potential redeployment opportunity outside their current business unit.

Third, the Staff Association is entitled to be placed in a position through the provision of information whereby it can assess the basis for conclusions by all business units that a capability is excess and consult with the CSIRO on that subject. This addresses the obligation in cl. 3(b) of Schedule 3 to consider measures to reduce the need for redundancies. Due to the inadequacy of the information from the CSIRO thus far we are unable to properly carry out the function contemplated by cl 3 of Schedule 3 and cl. 57 of the Agreement.

For these reasons we request that the following information be communicated in writing by CEO Larry Marshall or Deputy CEO Craig Roy to the Staff Association by close of business 23 June 2016:

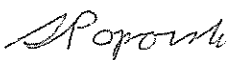
1. A list of all the scientific capabilities that are being reduced or are no longer required by CSIRO; and
2. The methods and processes adopted by CSIRO to identify potentially redundant officers overall and what efforts on behalf of the CSIRO to mitigate have occurred to reduce the number of potentially redundant officers.

Once this has occurred, we request that CEO Larry Marshall or Deputy CEO Craig Roy meet and confer with the Staff Association at an agreed time, but no later than close of business 27 June 2016, to discuss the matters referred to above, including measures taken to give effect to the requested matters.

Until this has occurred and the consultation process is complete, the Staff Association requires an undertaking from CSIRO that no CSIRO officer's employment be terminated on the ground of redundancy, unless the termination is due to a voluntary redundancy.

In the event that we do not receive an adequate response we will refer the matter to the Fair Work Commission pursuant to clause 87 of the Agreement.

Yours sincerely



Sam Popovski
Secretary